

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
DECEMBER 3, 2019
REGULAR SESSION NO. 15
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

Public Comments
Communication from the Mayor
Communication from the City Administrator
Committee Reports

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular November 19, 2019 Board of Aldermen meeting minutes.

OLD BUSINESS

2. **SECOND READING: Bill No.: 6528-19, Section XVI. AN ORDINANCE** AMENDING CHAPTER 42, TRAFFIC AND MOTOR VEHICLES, ARTICLE XVI, STREET OBSTRUCTIONS OF THE RAYTOWN MUNICIPAL CODE. Point of Contact: Randy Hudspeth, Interim Police Chief. (First Reading October 15, 2019)
3. **SECOND READING: Bill No.: 6534-19, Section V-A. AN ORDINANCE** AUTHORIZING AND APPROVING A CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$60,237.00 FOR FISCAL YEAR 2019-2020. Point of Contact: Missy Wilson, Assistant City Administrator. (First Reading November 12, 2019)
4. **SECOND READING: Bill No.: 6535-19, Section XI. AN ORDINANCE** AMENDING CHAPTER 8- BUILDINGS AND BUILDING REGULATIONS WITH THE ADDITION OF ARTICLE XIV, RENTAL DWELLING MAINTENANCE REGULATIONS TO THE RAYTOWN MUNICIPAL CODE. Point of Contact: Alderman Ryan Myers and Missy Wilson, Assistant City Administrator.

5. **R-3252-19: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH INFINITY SIGN SYSTEMS FOR A NEW MONUMENT SIGN AT CITY HALL IN AN AMOUNT NOT TO EXCEED \$40,000.00. Point of Contact: Damon Hodges, City Administrator.

★ Staff is still awaiting additional information regarding this item and is requesting that it be continued to the January 7, 2020 Board of Aldermen meeting.

NEW BUSINESS

6. **R-3261-19: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT FOR LEGAL SERVICES WITH LAUBER MUNICIPAL LAW, LLC FOR CITY ATTORNEY AND SPECIAL COUNSEL SERVICES AND APPROVING THE EXPENDITURE OF FUNDS WITH LAUBER MUNICIPAL LAW, LLC IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2019-2020. Point of Contact: Damon Hodges, City Administrator.
7. **R-3262-19: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND TROUTT BEEMAN & CO., P.C. FOR THE PERFORMANCE OF PROFESSIONAL AUDIT SERVICES IN AN AMOUNT NOT TO EXCEED \$38,000.00. Point of Contact: Russ Petry, Finance Director.
8. **R-3263-19: A RESOLUTION** AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT BY AND BETWEEN TYLER TECHNOLOGIES, INC. AND THE CITY OF RAYTOWN, MISSOURI FOR MAINTENANCE OF WINDOWS-BASED SOFTWARE PROVIDED BY INTERACTIVE COMPUTER DESIGNS, INC. IN AN AMOUNT NOT TO EXCEED \$95,610.00 FOR FISCAL YEAR 2019-2020. Point of Contact: Russ Petry, Finance Director.

ADJOURNMENT

MINUTES
RAYTOWN BOARD OF ALDERMEN
NOVEMBER 19, 2019
REGULAR SESSION NO. 14
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

OPENING SESSION

Mayor Michael McDonough called the November 19, 2019 Board of Aldermen meeting to order at 7:03 p.m. and Reverend Dr. Orin Cummings of Blue Ridge Trinity Lutheran Church provided the invocation and led the pledge of allegiance.

Roll

Roll was called by Teresa Henry, City Clerk, and the attendance was as follows:

Present: Alderman Derek Ward, Alderman Bonnaye Mims, Alderman Bill Van Buskirk, Alderman Mary Jane Van Buskirk, Alderman Janet Emerson, Alderman Ryan Myers, Alderman Jason Greene, Alderman Jim Aziere, Alderman Frank Hunt, Alderman Greg Walters

Public Comments

Public comments were given by:

Joanne Miller

Michael Anderson

Phylis Goforth and Pam Clarke

Amy Schwaller

Communication from the Mayor

Mayor McDonough spoke on recent events and City business.

Communication from the City Administrator

Damon Hodges, City Administrator, provided an update on the City's current projects and plans.

Committee Reports

Committee reports were shared from Aldermen Aziere and Mary Jane Van Buskirk.

1. CONSENT AGENDA

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Approval of the Regular November 12, 2019 Board of Aldermen meeting minutes.

Alderman Mims, seconded by Alderman Mary Jane Van Buskirk, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Mims, Mary Jan Van Buskirk, Ward, Hunt, Bill Van Buskirk, Emerson, Myers, Greene, Aziere, Walters
Nays: None

Alderman Bill Van Buskirk, seconded by Alderman Walters, made a motion to remove R-3254-19 from the agenda and continue it to the next scheduled Board of Aldermen meeting as a discussion item.

The motion was discussed.

Alderman Myers, seconded by Alderman Mims, made a motion to call the question.

Alderman Myers' motion was discussed.

Alderman Myers' motion to call the question, seconded by Alderman Mims, was approved by a vote of 7-3.

Ayes: Aldermen Myers, Mims, Mary Jane Van Buskirk, Greene, Emerson, Aziere, Hunt
Nays: Bill Van Buskirk, Walters, Ward

Discussion continued.

Alderman Bill Van Buskirk's motion, seconded by Alderman Walters, was approved by a vote of 6-4.

Ayes: Aldermen Bill Van Buskirk, Walters, Aziere, Hunt, Ward, Mary Jane Van Buskirk
Nays: Aldermen Greene, Mims, Emerson, Myers

Discussion continued.

Alderman Ward called for regular order and Mayor McDonough recognized the call for regular order, however Discussion continued.

OLD BUSINESS

2. Public Hearing: A public hearing to consider a Conditional Use Permit for property located at 6132 Blue Ridge Boulevard.

2a. **SECOND READING: Amended Bill No. 6529-19, Section XIII. AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR ANTHONY LAROSE TO OPERATE A TATTOO AND BODY PIERCING USE AT 6132 BLUE RIDGE BOULEVARD IN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI.** Point of Contact: Chris Gilbert, Planning & Zoning Coordinator.

The ordinance was read by title only by Teresa Henry, City Clerk.

Chris Gilbert, Planning & Zoning Coordinator presented the item, read the conditions and remained for any discussion along with Terry Mammen, the property owner, and Anthony Larose, the applicant.

Alderman Myers, seconded by Alderman Greene, made a motion to adopt.

The item was discussed.

The motion was approved by a vote of 10-0.

Roll on the vote was called by Damon Hodges, City Administrator.

Ayes: Aldermen Myers, Greene, Hunt, Emerson, Bill Van Buskirk, Ward, Walters, Aziere, Mary Jane Van Buskirk, Mims

Nays: None

Mayor McDonough closed the public hearing.

3. Public Hearing: A public hearing to consider a Conditional Use Permit for property located at 8838 E. 350 Highway.

3a. **SECOND READING: Amended Bill No. 6530-19, Section XIII. AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR CHRISTOPHER BOWERS TO OPERATE A VEHICLE REPAIR (GENERAL) USE AT 8838 E. 350 HIGHWAY IN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI.** Point of Contact: Chris Gilbert, Planning & Zoning Coordinator.

The ordinance was read by title only by Jennifer Baird, City Attorney.

Chris Gilbert, Planning & Zoning Coordinator presented the item, read the conditions and remained for any discussion along with Christopher Bowers, the applicant.

Alderman Myers, seconded by Mims, made a motion to adopt.

The item was discussed.

The motion was approved by a vote of 10-0.

Roll on the vote was called by Teresa Henry, City Clerk.

Ayes: Aldermen Myers, Mims, Aziere, Greene, Mary Jane Van Buskirk, Walters, Ward, Hunt, Bill Van Buskirk, Emerson

Nays: None

Mayor McDonough closed the public hearing.

4. Public Hearing: A public hearing to consider a Conditional Use Permit for property located at 10805 E. 350 Highway.

4a. **SECOND READING: Bill No. 6531-19, Section XIII. AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR MOHAMMAD MURAYAN TO OPERATE A VEHICLE SALES AND DETAILING USE AT 10805 E. 350 HIGHWAY IN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI.** Point of Contact: Chris Gilbert, Planning & Zoning Coordinator.

The ordinance was read by title only by Teresa Henry, City Clerk.

Chris Gilbert, Planning & Zoning Coordinator presented the item, read the conditions and remained for any discussion along with Mohammad Murayan, the property owner and applicant.

Alderman Myers, seconded by Alderman Mims, made a motion to adopt.

The item was discussed.

The motion was approved by a vote of 9-1.

Ayes: Aldermen Myers, Mims, Bill Van Buskirk, Hunt, Ward, Greene, Emerson, Aziere, Walters,
Nays: Alderman Mary Jane Van Buskirk

The applicant asked a follow-up question and it was discussed.

Mayor McDonough closed the public hearing.

OLD BUSINESS

5. **SECOND READING: Bill No.: 6533-19, Section V-A. AN ORDINANCE** AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING FOR FIRST RESPONDER POINT OF DISPENSING BY AND BETWEEN JACKSON COUNTY, MISSOURI HEALTH DEPARTMENT AND THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Randy Hudspeth, Interim Police Chief.

The ordinance was read by title only by Teresa Henry, City Clerk.

Captain Michelle Rogers presented the item and remained for any discussion.

Alderman Mims, seconded by Alderman Bill Van Buskirk, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Mims, Bill Van Buskirk, Myers, Emerson, Walters, Mary Jane Van Buskirk, Greene, Hunt, Aziere, Ward

Nays: None

CLOSED SESSION

Notice is hereby given that the Mayor and Board of Aldermen may conduct a closed session, pursuant to the following statutory provisions:

- 610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys;

Alderman Mims, seconded by Alderman Mary Jane Van Buskirk, made a motion to adjourn and reconvene in Closed Session. The motion was approved by a vote of 10-0.

Ayes: Aldermen Mims, Mary Jane Van Buskirk, Greene, Bill Van Buskirk, Myers, Emerson, Aziere, Hunt, Walters, Ward

Nays: None

The meeting adjourned to Closed Session at 8:41 p.m.

Mayor McDonough reconvened the meeting in Open Session at 9:16 p.m.

NEW BUSINESS

6. **FIRST READING: Bill No.: 6535-19, Section XI. AN ORDINANCE** AMENDING CHAPTER 8-BUILDINGS AND BUILDING REGULATIONS WITH THE ADDITION OF ARTICLE XIV, RENTAL DWELLING MAINTENANCE REGULATIONS TO THE RAYTOWN MUNICIPAL CODE. Point of Contact: Alderman Ryan Myers and Missy Wilson, Assistant City Administrator.

The ordinance was read by title only by Teresa Henry, City Clerk.

Alderman Myers presented the item.

The item was discussed.

Missy Wilson, Assistant City Administrator, presented on the item and remained for any further discussion.

Discussion continued.

Discussion on Bill No. 6535-19 ended.

Alderman Hunt addressed the Mayor and stated the he wanted to make a motion to reconsider the vote to remove Resolution R-3254-19 from the agenda. The motion was seconded by Alderman Emerson.

The motion was discussed.

The motion made by Alderman Hunt, seconded by Alderman Emerson, was approved by a vote of 6-4.

Ayes: Aldermen Hunt, Emerson, Mims, Greene, Myers, Aziere
Nays: Aldermen Walters, Ward, Bill Van Buskirk, Mary Jane Van Buskirk

Resolution R-3254-19 was added back to the agenda as Item 7.

7. **R-3254-19: A RESOLUTION** REPEALING THE CODE OF ETHICS ADOPTED BY RESOLUTION R-2177-09 AND AUTHORIZING AND APPROVING A CODE OF ETHICS AND CONDUCT FOR ELECTED AND APPOINTED OFFICIALS OF THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Alderman Bonnaye Mims.

The resolution was read by title only by Teresa Henry, City Clerk.

Alderman Walters made a motion to amend Section C(a) by striking the word "Board" from the beginning of the second sentence.

The motion was discussed.

Alderman Walters, seconded by Alderman Mims, amended his motion to strike the complete second sentence of Section C(a).

Discussion continued.

For the 2nd time, Alderman Walters, seconded by Alderman Mims, amended his motion to remove Section C(a) in its entirety.

Discussion continued.

The motion to remove Section C(a) in its entirety was approved by a vote of 10-0.

Ayes: Aldermen Walters, Mims, Bill Van Buskirk, Hunt, Ward, Greene, Emerson, Aziere, Mary Jane Van Buskirk, Myers
Nays: None

Discussion continued.

Alderman Bill Van Buskirk, seconded by Alderman Ward made a motion to amend section C(c):

From: "...a **majority vote of at least a quorum** of the Board of Aldermen..."
To: "...a **three-fourths (3/4) vote** of the **entire** Board of Aldermen..."

The motion was approved by vote of 10-0.

Ayes: Aldermen Bill Van Buskirk, Ward, Mary Jane Van Buskirk, Greene, Myers, Mims, Emerson, Aziere, Hunt, Walters

Nays: None

Discussion continued.

Alderman Walters, seconded by Alderman Bill Van Buskirk, made a motion to have all instances of "Board of Aldermen" amended to include "Mayor" so that they read "Mayor and Board of Aldermen."

The motion was discussed.

The motion was approved by a vote of 7-3.

Ayes: Aldermen Walters, Bill Van Buskirk, Mims, Ward, Greene, Aziere, Mary Jane Van Buskirk

Nays: Aldermen Hunt, Emerson, Myers

Discussion continued.

Alderman Mims, seconded by Alderman Myers, made a motion to adopt as amended. The motion was approved by a vote of 8-2.

Ayes: Aldermen Mims, Myers, Emerson, Aziere, Hunt, Bill Van Buskirk, Mary Jane Van Buskirk, Greene

Nays: Aldermen Ward, Walters

8. **REPORT OF CERTIFIED ELECTION RESULTS FROM THE NOVEMBER 5, 2019 ELECTION**

Teresa Henry, City Clerk, presented the item and remained for any discussion.

Alderman Walters, seconded by Alderman Greene, made a motion to accept the certified election results.

The item was discussed.

The motion was approved by vote of 10-0.

Ayes: Aldermen Walters, Greene, Bill Van Buskirk, Hunt, Mary Jane Van Buskirk, Aziere, Mims, Emerson, Myers, Ward

Nays: None

9. **R-3255-19: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF FUEL FROM JOHN MOORE OIL COMPANY OFF THE CITY OF LEE'S SUMMIT, MISSOURI COOPERATIVE PURCHASE CONTRACT FOR FISCAL YEAR 2019-2020 IN AN AMOUNT NOT TO EXCEED \$149,548.00. Point of Contact: Damon Hodges, City Administrator.

The resolution was read by title only by Teresa Henry, City Clerk.

Alderman Greene, seconded by Alderman Walters, made a motion to adopt.

Damon Hodges, City Administrator, presented the item and remained for any discussion along with Tony Mesa, Public Works Superintendent, and Jason Hanson, City Engineer.

The item was discussed.

The motion was approved by a vote of 10-0.

Ayes: Aldermen Greene, Walters, Ward, Hunt, Bill Van Buskirk, Mary Jane Van Buskirk, Emerson, Myers, Aziere, Mims

Nays: None

10. **R-3256-19: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF PARTS AND SUPPLIES FROM GENERAL MOTOR PARTS CO. (NAPA) OFF THE STATE OF MISSOURI COOPERATIVE PURCHASING CONTRACT IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2019-2020. Point of Contact: Damon Hodges, City Administrator.

The resolution was read by title only by Teresa Henry, City Clerk.

Damon Hodges, City Administrator, presented the item and remained for any discussion along with Tony Mesa, Public Works Superintendent, and Jason Hanson, City Engineer.

Alderman Greene, seconded by Alderman Walters, made a motion to adopt.

The item was discussed.

Alderman Walters left the dais at 10:37 p.m.

The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Greene, Hunt, Emerson, Bill Van Buskirk, Ward, Aziere, Myers, Mary Jane Van Buskirk, Mims

Nays: None

Absent: Alderman Walters

11. **R-3257-19: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF PARTS AND SUPPLIES FROM O'REILLY AUTO PARTS OFF THE STATE OF MISSOURI COOPERATIVE PURCHASING CONTRACT IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2019-2020. Point of Contact: Damon Hodges, City Administrator.

The resolution was read by title only by Teresa Henry, City Clerk.

Tony Mesa, Public Works Superintendent, presented the item and remained for any discussion along with Damon Hodges, City Administrator, and Jason Hanson, City Engineer.

Alderman Mary Jane Van Buskirk, seconded by Alderman Mims, made a motion to adopt.

Alderman Walters returned to the dais at 10:39 p.m.

The motion was approved by a vote of 9-0-0-1.

Ayes: Aldermen Mary Jane Van Buskirk, Mims, Aziere, Greene, Myers, Ward, Hunt, Bill Van Buskirk, Emerson

Nays: None

Absent: None

Abstain: Alderman Walters

Alderman Mims left the dais at 10:39 p.m.

12. **R-3258-19: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH AUTOMATED CONTROL SYSTEMS IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2019-2020. Point of Contact: Damon Hodges, City Administrator.

The resolution was read by title only by Teresa Henry, City Clerk.

Tony Mesa, Public Works Superintendent, presented the item and remained for any discussion along with Damon Hodges, City Administrator, and Jason Hanson, City Engineer.

The item was discussed.

Alderman Bill Van Buskirk, seconded by Alderman Emerson, made a motion to adopt.

The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Bill Van Buskirk, Emerson, Hunt, Ward, Greene, Aziere, Walters, Mary Jane Van Buskirk, Myers

Nays: None

Absent: Alderman Mims

13. **R-3259-19: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF UNIFORMS AND SUPPLIES FROM CINTAS OFF THE US COMMUNITIES PURCHASING CONTRACT IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2019-2020. Point of Contact: Damon Hodges, City Administrator.

The resolution was read by title only by Teresa Henry, City Clerk.

Damon Hodges, City Administrator, presented the item and remained for any discussion along with Tony Mesa, Public Works Superintendent, and Jason Hanson, City Engineer.

Alderman Mary Jane Van Buskirk, seconded by Alderman Emerson, made a motion to adopt.

The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Mary Jane Van Buskirk, Emerson, Myers, Walters, Greene, Hunt, Bill Van Buskirk, Aziere, Ward

Nays: None

Absent: Alderman Mims

14. **R-3260-19: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF TIRES AND SUPPLIES FROM SUMNER TIRE OFF THE STATE OF MISSOURI COOPERATIVE PURCHASE CONTRACT IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2019-2020. Point of Contact: Damon Hodges, City Administrator.

The resolution was read by title only by Teresa Henry, City Clerk.

Tony Mesa, Public Works Superintendent, presented the item and remained for any discussion along with Damon Hodges, City Administrator, and Jason Hanson, City Engineer.

Alderman Mary Jane Van Buskirk, seconded by Alderman Myers, made a motion to adopt.

The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Mary Jane Van Buskirk, Myers, Greene, Bill Van Buskirk, Emerson, Aziere, Hunt, Walters, Ward

Nays: None

Absent: Alderman Mims

Alderman Mims returned to the dais at 10:45 p.m.

DISCUSSION ITEM

15. Dog Tethering, Alderman Jim Aziere

Alderman Aziere presented the item and recommended that it be reviewed by the Municipal Committee.

The item was discussed.

Alderman Myers, seconded by Alderman Ward, made a motion to move the item to the Municipal Committee. The motion was approved by a vote of 10-0.

Ayes: Aldermen Myers, Ward, Mims, Hunt, Emerson, Greene, Bill Van Buskirk, Walters, Aziere, Mary Jane Van Buskirk

Nays: None

ADJOURNMENT

Alderman Mims, seconded by Alderman Mary Jane Van Buskirk, made a motion to adjourn. The motion was approved by a majority of those present.

The meeting adjourned at 10:58 p.m.

Teresa M. Henry, MRCC
City Clerk

**CITY OF RAYTOWN
Request for Board Action**

Date: November 25, 2019
To: Mayor and Board of Aldermen
From: Randy Hudspeth, Interim Police Chief

Bill No. 6528-19
Section No.: XVI

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Approve the proposed ordinance changes.

Recommendation: Approve the ordinance changes to facilitate the use of a managed tow truck service for the City.

Analysis: The Police Department has researched the outsourcing of managed tow truck services as a means to standardize fees and outsource the selection process. In order to pursue this option, the attached ordinances will need modification to permit the use of area tow services as well as provide a means to establish a fee schedule.

Utilizing a managed service will standardize fees for the citizens of Raytown and streamline the vetting and selection process of tow truck providers.

Alternatives: Not modify the ordinances and forego the use of managed tow truck services.

Budgetary Impact:

Not Applicable

AN ORDINANCE AMENDING CHAPTER 42, TRAFFIC AND MOTOR VEHICLES, ARTICLE XVI, STREET OBSTRUCTIONS OF THE RAYTOWN MUNICIPAL CODE

WHEREAS, it has been determined that amendments to Chapters 42 are needed to facilitate the use of a managed tow services for the City.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – AMENDMENT OF CHAPTER 42, TRAFFIC AND MOTOR VEHICLES, ARTICLE XVI, STREET OBSTRUCTIONS. That Chapter 42 of the Raytown Municipal Code is hereby amended to read as attached hereto in Exhibit “A”:

SECTION 2 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 4 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED** and **ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 3rd day of December, 2019.

Michael McDonough, Mayor

ATTEST:

Approved as to Form

Teresa M. Henry, City Clerk

Jennifer M. Baird

EXHIBIT "A"

Sec. 42-486. - Authority of police.

(a) The police department is hereby granted authority, in the exercise of its discretion, to ~~tow or remove~~ order removal of any vehicle or other personal property found upon any public street, roadway or thoroughfare or upon other public property of the city, under the following conditions and/or circumstances: Any motor vehicle or other personal property deemed by said department to be illegally parked, abandoned, and/or left so as to impede the flow of traffic or to cause a traffic hazard, unidentified, stolen, disabled, wrecked, or impounded due to intoxication or other incapacity of the driver, including improperly or unlicensed operator, or one in which the operator thereof is apprehended on suspicion of a crime, or one at the written request of the owner thereof, may be removed or towed.

(b) An unidentified motor vehicle or other personal property as referred to in this section is hereby defined to be such motor vehicle or other personal property where ownership thereof cannot be ascertained.

(c) An abandoned motor vehicle or other personal property as referred to in this section, is hereby defined to be such motor vehicle or personal property which remains upon the streets, roadways, thoroughfares or other public property of the city for a period longer than 72 hours, the owner of which cannot be located or who refuses to remove same.

Sec. 42-487. - Notice of removal of vehicle from street.

(a) Whenever an officer ~~removes~~ orders removal of a vehicle from a street as authorized in this article and the officer knows or is able to ascertain from the registration records ~~in the vehicle~~ the ~~name and address~~ identity of the owner thereof, such officer shall immediately give or cause to be given notice in writing to ~~such~~ the owner, at the last address of record, of the fact of such removal and the reasons therefor and of the place to which such vehicle has been removed.

(b) if the City utilizes a Towing Management Service, as authorized by this article, the responsibility for the notice to the owner required by this section will be fulfilled by the Towing Management Services provider and such a requirement shall be part of the contract with the service provider.

Sec. 42-488. - Contracts with private towing services.

The city is hereby authorized to contract for towing services either with ~~one or more~~ private towing ~~in~~ services or by contracting with a Towing Management Services provider, with a place of business within the city, to carry out the provisions of this article.

Sec. 42-489. - Authority of police to retain vehicle or property in its custody.

The city shall be authorized to retain in its custody and control, or direct the retention of, a motor vehicle or personal property, as referred to and defined in this article, until such time as properly redeemed by the owner thereof as hereinafter provided.

Sec. 42-490. - Towing and storage charges for vehicles and other property.

~~Any motor vehicle or other personal property impounded with motor vehicles which now is or may hereafter come into the possession of the police department shall be subject to a charge in the sum of \$15.00 for each removal or towing in from the public place in addition to a reasonable storage charge of \$2.00 per day, or fraction thereof, for such time as same remains in possession and custody of the police department. The fees for hook up, towing, wait time, and/or storage or other charges associated with towing or removal of property under this article shall be as set out in the City's schedule of fees, as amended from time to time.~~

Sec. 42-491. - Proof of ownership and redemption of impounded property.

(a) It shall be the express duty of any person claiming to be the owner of any impounded property other than a motor vehicle referred to in this article, to present a certificate of title or certificate of registration therefor to the chief of police of the police department, and to furnish ~~said department any and all additional~~ proof of ownership as may be required ~~to establish such ownership by the police department.~~

(b) If any person shall present to ~~the office of~~ the chief of police or his designee valid proof of ~~his~~ ownership of such impounded property prior to the date of actual sale thereof, then the property itself shall be delivered to the owner under the conditions herein provided.

Sec. 42-492. - Tow vehicles and accident scene.

(a) No owner of a tow vehicle or tow vehicle operator shall:

(1) Stop, stand or park a tow vehicle at a location where an accident has occurred ~~to solicit business~~ unless:

- a. The owner of a tow vehicle or tow vehicle operator has been requested by or under the authority of the police officer in charge at the location where an accident has occurred or the department dispatcher; or
- b. The owner of a tow vehicle or tow operator has been requested by one of the operators, owner, or agent of the vehicles involved in the accident;
or

~~**c. The owner of a tow vehicle or tow operator has been requested by the dispatcher of the police officer in charge at the location where an accident has occurred.**~~

(2) Remain at a location where an accident has occurred after being directed to leave by a police officer.

(3) Fail to provide any police officer, upon request, at the location where an accident has occurred with the name and telephone number of the person requesting the tow truck operator, or the police officer's name and serial number requesting the tow truck operator or the dispatcher's name and serial number requesting the tow truck operator.

(b) Failure by the owner of a tow vehicle or tow vehicle operator to provide the police officer's name and serial number or the police officer's dispatcher's name and serial number or the name and telephone number of the operator of the vehicle involved in the traffic accident requesting the tow truck operator to be present at the scene of the accident to any police officer shall be prima facie evidence that the owner of a tow vehicle or tow vehicle operator had not been requested to stop, stand or park a tow vehicle at a location where an accident occurred.

(c) Any person operating a tow vehicle in violation of any part of this section shall be punished by a fine of not less than \$250.00 and not more than \$500.00, or by imprisonment of not more than 180 days, or by both such fine and imprisonment.

Sec. 42-493. - Solicitation of tow business.

No person shall, while at the scene of a fire or traffic accident, solicit any person for the purpose of procuring towing business or authorization or for an agreement for hire or for a fee to tow, lift, extract, or push any vehicle, nor any engine starting, nor any roll back pick up on recovery, nor transportation of any vehicle.

CITY OF RAYTOWN
Request for Board Action

Date: November 25, 2019
To: Mayor and Board of Aldermen
From: Missy Wilson, Assistant City Administrator

Bill No.: 6534-19
Section No.: V-A

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Approve the fiscal year 2019-2010 KCATA contract for the Transit Services in Raytown.

Analysis: This is a demand-response public transportation service (Metro Service) that the City has provided under contract with the KCATA since April 2001. KCATA has Route #399-Raytown Flex and RideKC Freedom servicing the citizens of Raytown. Route #399 Full Fare is \$1.50 one-way fare/\$50 monthly pass or Reduced Fare (youth, Seniors 65 yr. old, and persons with disabilities) is \$0.75.

The hours of operation for the Route #399 are from 6:00 a.m. to 10:00 a.m.; and from 2:30 p.m. to 6:30 p.m., Monday through Friday. The proposed agreement would maintain that level of service at a cost of \$60,237.00. The operational cost is within the amount budgeted by the City for this service. This contract will be for a 12-month period that mirrors the City's budget year.

Alternatives: The City could choose not to participate in the Transit Service and risk losing this benefit for our citizens.

Budgetary Impact:

- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount Requested: \$60,237.00
Account: 204-00-00-100-53999
Fund: Transportation Sales Tax
Budget: \$60,237.00

AN ORDINANCE AUTHORIZING AND APPROVING A CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$60,237.00 FOR FISCAL YEAR 2019-2020

WHEREAS, the City of Raytown (the "City") is a city of the fourth class, with the authority pursuant to Chapter 70 of the Revised Statutes of the State of Missouri to enter into agreements with other political subdivisions; and

WHEREAS, the Kansas City Area Transportation Authority ("KCATA") is a body corporate and politic and a political subdivision of the states of Missouri and Kansas with the authority to enter into agreements with other political subdivisions; and

WHEREAS, a sound, efficient and viable public transportation system is essential to the socioeconomic well being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the City desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

WHEREAS, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, described generally in amounts and, more specifically, by formula set forth in Attachment "A" adopted in January, 1976, modified in August, 1977, revised in January, 1983, and December, 1997; and

WHEREAS, the City of Raytown desires to enter into an agreement with the KCATA for transit services as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 - APPROVAL OF CONTRACT. That the Contract for Transit Services by and between the Kansas City Area Transportation Authority and the City of Raytown, Missouri, attached hereto and incorporated herein by reference, is hereby authorized and approved in an amount not to exceed \$60,237.00.

SECTION 2 - EXECUTION OF CONTRACT. That the City Administrator is authorized to execute the Contract and all documents necessary to the performance thereof, and the City Clerk is authorized to attest to the same.

SECTION 3 - REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 - SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 - EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 3rd day of December, 2019.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

KANSAS CITY AREA TRANSPORTATION AUTHORITY

Contract for Transit Service

RAYTOWN, MISSOURI

THIS CONTRACT, entered into this _____ day of _____, 2019, by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas, and **RAYTOWN, MISSOURI** (hereinafter referred to as the "Community").

WITNESSETH:

WHEREAS, a sound, efficient and viable public transportation system is essential to the socioeconomic well being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the Community desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

WHEREAS, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, described generally in amounts and, more specifically, by formula set forth in Attachment "A" adopted in January, 1976, modified in August, 1977, revised in January, 1983, and December 1997.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

A. Public Mass Transit Service

1. The Community requests public transportation services (hereinafter referred to as "Contract Service"), set forth in Attachment "B", be operated by the KCATA for the period November 1, 2019, through October 31, 2020, unless sooner terminated under Paragraph "7" of this Contract.
2. The level of service as generally set forth in Attachment "B" shall not be changed or be modified without the consent of the Community.
3. The computations and, more specifically, the formula contained in Attachment "A" attached hereto and made a part hereof, are the accepted methods for the determination of the estimated deficit of the Community.
4. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **\$60,237** estimate is based on

**Raytown - Twelve-Month Contract
November 1, 2019 – October 31, 2020**

the following components of cost and revenue to applied to this Agreement:

Local Service Cost	\$85,661
Passenger Revenue	<u>\$(3,801)</u>
Estimated Operating Loss	\$81,860
Less: Federal PM	(24,289)
Less: Missouri	(1,272)
Local Operating Share	\$56,299
Local Capital Share	<u>\$3,938</u>
Total Local Share	\$60,237

5. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract shall be the sum of **\$60,237**. If the actual total deficit and other factors are such that the KCATA deems the full Local Share is not required, the KCATA may require payment of less than the total Local Share or reimburse the Community for a portion of the Local Share previously paid.
6. The method of payment of the Local Share provided for in Paragraph "4" is as follows:
 - a. The Community's monthly Local Share will be one-twelfth (1/12) of the Community's portion of the estimated total deficit amount.
 - b. The KCATA will invoice the Community for ninety percent (90%) of Community monthly Local Share by the 15th of the month preceding the month service will be provided. The Community is required to remit ninety percent (90%) of the monthly Local Share by the first of the month service will be provided.
 - c. By the 20th of the month following the month in which service was provided, the KCATA will provide the City's Director of Development and Community Affairs, or the City Designee, with reports showing service capital and operating costs and revenue for Contract Services. The report will also provide a reconciliation of subsidy amounts with the advance payment provided to in Sub-paragraph "b". The report will detail Local Share and Federal and State Share amounts used to cover the month's service deficit. Any balance of Local Share subsidy required by the reconciliation will be invoiced at this time, to be paid within ten days.
 - d. For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "c", will not be prepared until the completion of the KCATA's annual audit. The invoice of November 15, provided for in Sub-paragraph "b" will require payment of the unexpended balance of the Community's Local Share.
7. When the estimated total operating loss of **\$81,860** is reached, KCATA's obligation to furnish services shall terminate. If the actual operating loss exceeds the estimated

**Raytown - Twelve-Month Contract
November 1, 2019 – October 31, 2020**

operating loss in any two consecutive months of service, KCATA shall notify the Community. The Community and KCATA may mutually agree to amend this Contract to provide additional operating subsidy or to adjust the level of service so that the cost of such service will not exceed the contractual subsidy. If the Community and KCATA cannot agree on how to address the situation and costs do exceed the estimated loss, KCATA may terminate the service with sixty (60) day notice.

8. If for any reason the KCATA is unable to obtain the federal or state assistance, and/or the State of Missouri Public Transit Operating Assistance Grant as provided for in Paragraph "4" of this Contract, the Community will be immediately notified, and this contract will be amended to provide additional Local Share subsidy or to adjust the level of service. If a satisfactory amendment is not agreed to after a reasonable period, KCATA's obligation to furnish services will terminate.
9. The KCATA shall indemnify, save and hold the Community harmless from any and all damage, loss or liability of any kind whatsoever arising out of this Contract, including, but not limited to, any loss occasioned by reason of any injury to property or third persons occasioned, in whole or in part, by any act, omission, neglect or wrongdoing of the KCATA, or any of its officers, agents, representatives or employees. At its own cost and expense, the KCATA will defend all losses arising there from.
10. The Community recognizes that the KCATA, as the principal public transportation operator in the region, is obligated to conform to various regulations and requirements of the Federal Transit Administration in order to maintain its eligibility for financial assistance pursuant to the Federal Transit Act. In this regard, the Community agrees to cooperate with the KCATA in meeting said regulations and requirements and will not require the KCATA to violate said regulations and requirements. The Community will also cooperate with reasonable requests of the KCATA, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.
11. The Community, at its expense, shall have the right to cause an audit to be made of the books and records of the KCATA, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.
12. KCATA, at the direction of the Community, is reviewing the feasibility of alternative service options in order to improve customer service and efficiency. This includes modifications to the existing flex service, fixed-route options, and on-demand options. This analysis will be reviewed with the Community to inform future contracts.

B. Americans with Disabilities Act of 1990 Special Service Provision

**Raytown - Twelve-Month Contract
November 1, 2019 – October 31, 2020**

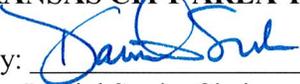
WHEREAS, a contractual relationship with Raytown requires that the Community not require the KCATA to provide public transit services that are in conflict with the American with Disabilities Act of 1990 and subsequent federal regulations regarding compliance with this law, it is agreed:

1. The KCATA shall perform all functions necessary for the administration, management and operation of Complementary Paratransit inside the City of Raytown.
2. The Complementary Paratransit shall be provided through the department of the KCATA known as RideKC Freedom, and these services shall be called RideKC Freedom service inside Raytown.
3. Complementary Paratransit is defined in 49 C.F.R. Part 37. In general, Complementary Paratransit is required to provide a comparable level of service whereby when all aspects of a transportation system are analyzed, equal opportunities to use the transportation system exist for all persons - individuals with and without disabilities.
4. Raytown shall reimburse the KCATA for the net cost to the KCATA, which is paid by the KCATA to its contractors that provide the transportation services inside Raytown. Raytown shall not be charged for the KCATA's administrative or dispatching expenses related to the service.
5. There will be a \$5.00 fare per trip charged to participants using RideKC Freedom service inside Raytown.
6. The KCATA shall render invoices to the City which shall include information on the number of Raytown RideKC Freedom participants, the number of trips provided of each type (ambulatory or non-ambulatory), the average cost for each type of trip, the average trip length of each type of trip, the total cost, and the net cost.
7. In no way does this contract obligate the KCATA to ensure that any other services provided by Raytown, are in compliance with the Americans with Disabilities Act (ADA) of 1990 or subsequent regulations.

**Raytown - Twelve-Month Contract
November 1, 2019 – October 31, 2020**

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: 
Daniel Serda, Chairman of the Board of Commissioners

ATTEST:

By: 
Witness

COMMUNITY OF RAYTOWN, MISSOURI

By: _____
Name & Title: _____

ATTEST:

By: _____
Witness

ATTACHMENT "A"

REVENUE AND COST ALLOCATION PROCEDURES

The procedure to be used in determining passengers, direct operating expenses, indirect operating expenses, farebox revenue, and estimated loss for transit service shall be as follows:

- A. Passengers and Revenue** - The number of passengers and the amount of revenue reported will be derived from electronic farebox reports.
1. Revenue figures are computed as follows:
 - a. Total Fare Revenue is the total farebox revenue plus pass sales proration.
 - b. Pass Sales proration for a line is the Pass Sales Revenue multiplied by a pass utilization factor as determined by data from electronic fareboxes.
 2. Passenger types - definitions
 - a. Intra-city passenger - a passenger boarding and alighting in the same jurisdiction.
 - b. Inter-city passenger - a passenger who boards in one jurisdiction and alights in another.
 3. Computation of inter-city and intra-city passengers
 - a. Intra-city passengers for each subsidizing jurisdiction will be determined by multiplying total passengers by the appropriate intra-city passengers ratios as determined by periodic activity checks. An intra-city passenger ratio is the ratio of passengers who both board and alight a bus within that community to total route passengers on the line.
 - b. Inter-city passengers for the route will be determined by subtracting the intra-city passengers from the total route passengers.
- B. Direct Operating Expenses** - Each route shall be charged direct labor and benefits on the basis of scheduled pay hours (including allowances, spread, guarantee, and overtime) times the fully burdened operator cost per hour of service for each type of bus used (Large, Small, or Metroflex). Each route shall be charged fuel and tire expense for the same type of bus used (Large, Small or Metroflex) in the proportion of route miles per type of bus to total system miles for the same type of bus.
- C. Indirect Operating Expenses** - Indirect operating expenses shall be allocated to each route

**Raytown - Twelve-Month Contract
November 1, 2019 – October 31, 2020**

on the ratio of route miles to total system miles for the same type of bus used (Large, Small, or Metroflex). Indirect operating expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expense, and a contribution to self-insured reserves for revenue vehicle and workers compensation.

D. Estimated Net Income or Loss - Intra-City Routes - Estimated net income or loss for each route shall be calculated by subtracting total fare revenue for each route from the total operating expenses for each route.

E. Allocation of Net Income or Loss on Inter-City Routes.

1. Suburban Express Routes

- a. A suburban express route is a route or portion of a route that is designed to serve inter-city passengers and suburban community intra-city passengers, and does not serve Kansas City, Missouri, intra-city passengers.
- b. Net income or net losses of inter-city routes shall be prorated among the subsidizing jurisdictions by calculating the net loss per passenger (total operating expense less total fare revenue) and then multiplying the net loss per passenger by the number of passengers boarding in each jurisdiction.

2. Local Service Inter-City Routes

- a. A local service inter-city route is a route designed to serve Kansas City, Missouri, intra-city passengers, as well as inter-city passengers and suburban community intra-city passengers.
- b. Revenue shall be credited among subsidizing jurisdictions by assigning intra-city passenger revenue to the jurisdiction in which the trips are made. Inter-city passenger revenue shall be assigned by calculating the revenue per inter-city passenger and then by multiplying the revenue per inter-city passenger by the number of inter-city passengers boarding in each jurisdiction.
- c. Operating costs shall be allocated among subsidizing jurisdictions as follows:
 - (1) Direct labor costs shall be allocated on the basis of operator cost per hour of service multiplied by the actual time operated in each jurisdiction.
 - (2) Fuel and tire expense in the proportion of miles in each jurisdiction to total system miles.
 - (3) Indirect operating expense in the proportion of miles in each jurisdiction to total system miles.

**Raytown - Twelve-Month Contract
November 1, 2019 – October 31, 2020**

- d. The Net Income or Loss for each jurisdiction is calculated as the sum of direct labor cost, fuel and tire expense, and indirect operating expense, less passenger revenue credit.

- F. Capital Expense** - Each jurisdiction will be charged capital expense, prorated on community miles to system miles, to be used for the acquisition of buses, facilities and other equipment. The capital charge may be used for the purchase of vans for a vanpool operation that will facilitate in providing a regional transit system. Such vanpool operation must provide service to or from the Community that is reasonable when compared to the amount of the Community's capital contribution for the vans.

- G. Enclave Communities** - Local service inter-city routes operating from a part of Kansas City, Missouri, through another jurisdiction and into another portion of Kansas City, Missouri, will be treated differently for the allocation of Net Income or Loss. The Net Income or Loss for the intermediate (enclave) jurisdiction will be based on 50% of the calculated cost for that jurisdiction per Item "E". The remaining 50% of the calculated cost within the intermediate jurisdiction will be allocated to Kansas City, Missouri.

- H. For Service Implemented After December 31, 1997** – Service implemented after December 31, 1997, that is above the service level that exists as of December 31, 1997, will be allocated costs as stated in other sections of this Attachment, except for Indirect Operating Expenses. Indirect Operating Expenses shall be allocated to such service based on 45 percent of the ratio of route miles to total system miles for each type of bus. Indirect Operating Expenses include all expenses except direct labor and fuel and tire expense; such as maintenance cost, vanpool operations, administrative and overhead expense, etc.

ATTACHMENT "B"

CITY OF RAYTOWN

CONTRACT SERVICE

One route will provide service within the Raytown city limits. Service, including peak and mid-day is as follows:

Route #399--Raytown Flex provides demand-response service throughout all of Raytown and parts of Kansas City, Missouri, Monday through Friday, 6:00 a.m. to 10:00 a.m. and 2:30 p.m. to 6:30 p.m. Service will be provided with 1 bus. Reservations may be requested by calling the KCATA “Metroflex” office at (816) 346-0802.

- **Full Fare:** \$1.50 one-way fare/\$50 monthly pass
- **Reduced Fare:** \$0.75 reduced one-way fare/\$25 reduced monthly pass
 - Reduced fares are available for Medicare Cardholders, youths 12 to 18 years of age, seniors 65 years old and over, and persons with disabilities. One must present a Metro Reduced Farecard or Medicare Card to purchase a reduced fare or a reduced fare monthly pass. Applications for the Metro Reduced Farecard are available through calling (816) 221-0660.

ATTACHMENT "C"

PERFORMANCE MONITORING

1. The KCATA agrees to provide timely information on all transit related matters affecting the City to the City’s designated transit liaison.
2. The KCATA and the City will work together to seek additional funding opportunities to support transit service in Raytown.

CITY OF RAYTOWN
Request for Board Action

Date: November 25, 2019
To: Mayor and Board of Aldermen
From: Alderman Ryan Myers
Missy Wilson, Assistant City Administrator

Bill No.: 6535-19
Section No.: XI

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Board of Aldermen approval to amend the Raytown, MO Code of Ordinances Chapter 8, Article XIV, Rental Dwelling Maintenance Regulation.

Recommendation: Staff recommends approval as submitted.

Analysis: On March 6, 2018, Alderman Ryan Myers made a brief presentation to the Board of Aldermen documenting the need for legislation to be added to the City code addressing rental maintenance in Raytown. After some discussion by the Board of Aldermen, the Board encouraged Alderman Myers to work with staff to bring forth legislation for consideration of adoption.

On the evenings of July 31st and August 27th, Alderman Myers held town hall meetings at City Hall. At the meetings, Alderman Myers presented an outline of proposed rental dwelling maintenance regulations. Attendees included current and future Raytown landlords and property managers, as well as City staff.

The proposed amendment incorporates suggestions from the public hearings, as well as language from similar ordinances passed by other Missouri cities and building code ordinances.

Alternatives: Not approved the proposed amendment to Chapter 8.

Budgetary Impact:

Not Applicable-The approved Fiscal Year 2019-2020 budget includes the necessary funds to staff and implement a Rental Dwelling Maintenance Program.

Additional Reports Attached: Amended Ordinance Chapter 8, Article XIV.

AN ORDINANCE AMENDING CHAPTER 8-BUILDINGS AND BUILDING REGULATIONS WITH THE ADDITION OF ARTICLE XIV, RENTAL DWELLING MAINTENANCE REGULATIONS TO THE RAYTOWN MUNICIPAL CODE

WHEREAS, to protect public health, safety and general welfare of the people in the City in all residential rental dwellings and non-owner occupied properties it is necessary to amend the Raytown Municipal Code;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – AMENDMENT. Chapter 8, Buildings and Building Regulations is hereby amended with the addition of Article XIV, Rental Dwelling Maintenance Regulations as attached hereto as Exhibit “A” to the Raytown Municipal Code.

SECTION 2 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 4 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 3rd day of December, 2019.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

ARTICLE XIV. - RENTAL DWELLING MAINTENANCE REGULATIONS

Sec. 8-400. Scope and purpose

- (a) ***Scope.*** The provision of this article shall apply to all rental property used for residential purposes within the corporate limits of the city.
- (b) ***Purpose.*** The purpose and intent of the city board of aldermen, through the adoption of this article,
 - (1) Protect the public health, safety and general welfare of the people in the city in all residential rental dwelling and non-owner occupied properties;
 - (2) Establish a rental dwelling maintenance program as a mechanism to communicate with owners of residential rental dwelling and non-owner occupied properties in the city for all purposes, including building code enforcement; and
 - (3) Provide mechanism for the enforcement and administration of this Code to ensure that the above purposes are accomplished.

Sec 8-401 Applicability

- (a) The provisions of this Article shall apply to all rental dwelling, rental dwelling unit, and non-owner occupied properties as defined by this Article.
- (b) The provision of this Article shall not apply to the following rental dwelling, rental dwelling unit, or non-owner occupied property:
 - (1) Housing units that are unavailable for rent;
 - (2) Housing units in hotels, motels, inns, bed and breakfasts, or in similar accommodations that provide lodging for transient guests;
 - (3) Housing units in any state licensed hospital, hospice, community-care facility, intermediate-care facility, or nursing home;
 - (4) Housing units in any convent, monastery or other facility occupied exclusively by members of a religious order or congregation;
 - (5) Emergency or temporary-shelter or transitional housing accommodations;
 - (6) Housing units owned, operated, or managed by a major educational or medical institution or by a third-party contractor for the institution; and
 - (7) Housing units inspected yearly pursuant to the Uniform Physical Conditions Standards (UPSC) as established by the Department of Housing and Urban Development (HUD) would not be required to be inspected by the city but would be required to obtain a rental dwelling unit permit.

Sec 8-402 Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Where terms are not defined in this article and are defined in the building code or residential code,

EXHIBIT "A"

such terms shall have the meaning ascribed to them as in those codes. Where terms are not defined through the methods authorized by this article, such terms shall have ordinarily accepted meaning as the context implies.

The City means the City of Raytown, Missouri.

Abandoned means a property that is vacant and is under a current notice of default and/or notice of sale, or a property that has been the subject of a foreclosure sale where the title was retained by or transferred to the beneficiary of the deed of trust involved with the foreclosure, or a property transferred under a deed in lieu of foreclosure/sale.

Approved means complying with all applicable city ordinances.

Apartment means a room or suite of rooms within a multi-household dwelling arranged, intended or designed for a place of residence of a single household or group of individuals living together as a single housekeeping unit.

Building means a structure having a roof supported by columns or walls whether or not completely enclosed. When separated by common walls without openings, it shall be deemed a separate building. When divided by other than common or contiguous walls, each portion or section of such building shall be regarded as a separate building, except that two buildings connected by a breezeway having a continuous roof shall be deemed as one building.

Common Use Area. Interior or exterior circulation paths, rooms, spaces or elements that are not for public use and are made available for the shared use of two or more people.

Days means consecutive calendar days.

Director means the director of Community Development of the city or his designee.

Duplex means a building designed for or occupied by two households living independently of each other in separate dwelling unit.

Dwelling means a building, or portion thereof, designed exclusively for residential occupancy, including one-family, two-family, multiple dwellings, mobile homes, house trailers, boarding and lodging houses, apartment houses, and apartment hotels, but not hotels, motels, recreational vehicles, or fifth wheels unless they are being used legally as a primary residence.

Dwelling unit means one or more rooms constituting all or part of a dwelling that are used exclusively as living quarters for one household and not more than two roomers or boarders, and that contain a stove, sink and other kitchen facilities. The term "dwelling unit" shall be construed as though followed by the words "or any part thereof."

Enforcement official means individual authorized to enforce this article shall be any city employee so designated as an enforcement official by the community development department, police, or any other employee authorized to act as an inspector by the city fire department.

Existing structure means a structure that exist at the time of the adoption of this article.

EXHIBIT "A"

Garbage means and includes any human-made or human-used waste which, if deposited within the city other than in a garbage receptacle, does create or tends to create a danger to public health, safety and welfare or to impair the environment of the people of the city. The term "garbage" includes by illustration only any litter, trash, refuse, confetti, debris, rubbish, excrement, urine, offal composed of animal matter or vegetable matter or both, or any noxious or offensive matter, including, but not limited to, grass clippings, leaves, cut weeds, newspaper, magazine, glass, metal, plastic or paper container, or compound, hide feathers, brick, cinderblock, concrete, sand, gravel, stone, glass or other used construction materials, motor vehicles or parts thereof, furniture, appliances such as refrigerators, freezers, ranges, stoves, washers and dryers, the carcass of a dead animal, ashes, cigarettes, cigar and food or food products.

Habitable building means approved standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance;

Habitable space means a space in a building for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable spaces.

Infestation means the presence, within or contiguous to, a structure or premise of insects, rats, vermin or other pests.

Inspections. The enforcement official is hereby authorized to make such inspections or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The enforcement official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise and take such actions as may be required to enforce the provisions of this article.

Interior maintenance standards mean standards of maintenance of the inside elements of dwelling units only where the owner does not reside.

Kitchen means an area used, or designated to be used, for the preparation of food. Each dwelling unit shall be provided with a kitchen area and every kitchen area shall be provided with a sink.

Let or Let For Occupancy means to permit possession or occupancy of any Dwelling by a person who is or is not the legal owner of a record thereof, pursuant to a written or unwritten lease agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of real property.

Local agent means an individual or management company that is located in the Kansas City metropolitan area designated by an out-of-area owner or beneficiary as the local representative for the purpose of accepting notice, service and summons on behalf of the beneficiary and for otherwise ensure compliance with the requirements of this article. The local agent shall be delegated binding decision-making authority on behalf of the out-of-area owner or beneficiary.

Multi-family dwelling means a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure. "Townhomes" that

EXHIBIT "A"

are not more than three stories above grade with a separate means of egress are considered single family dwellings.

Non-owner occupied means the property /dwelling is used by the owner as their primary address for less than six (6) months during the calendar year.

Occupant/Tenant means any individual living or sleeping in a building or having possession of a space within a building whose name is included on a lease for the rental dwelling, rental dwelling unit or non-owner occupied property.

Operator means the owner or his agent who has charge, care, control, or management of a building, or part thereof, in which dwelling units or rooming units are let.

Owner means any person, copartnership, agent, operator, firm, association, corporation, or fiduciary having a legal or equitable interest in the property; or recorded in the official records of the state, county, or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Owner of record means the person having recorded title to the property at the point in time the record is provided by the county recorder's office.

Permissible occupancy means the maximum number of persons permitted by state law or city ordinance to reside in a dwelling unit or rooming unit.

Person means a corporation, firm, partnership, association, organization and any other group acting as a unit as well as any individual. It shall also include an executor, administrator, trustee, receiver or other representative appointed according to law. Whenever the word "person" is used in any section or this article prescribing a penalty or fine, as to partnerships or associations, the word shall include the partners or members thereof, and as to corporations, shall include the officers, agents or members thereof who are responsible for any violation of such section.

Plumbing means all following supplied facilities and equipment in a dwelling: gas pipes, gas burning equipment, water pipes, steam pipes, waste pipes, water closet, sinks, lavatories, bathtubs, shower baths, catch basins, and drains, together with all connections to water, sewer and gas lines.

Premises means a platted lot or part thereof or unplatted parcel of land, either occupied or unoccupied by any dwelling or non-dwelling structure, including such building, accessory structure or other structure thereon. The term "premises" shall be construed as though followed by the words "or any part thereof."

Premises means a lot, plot or parcel of land, including any structures thereon.

Rent means to lease, to sublease, to Let or otherwise to grant for a consideration the right to occupy a dwelling not owned by the occupant.

Rental dwelling means a dwelling, or a portion of a dwelling, designed for or used for human habitation and offered for rent or let for occupancy.

Rental dwelling unit means a dwelling unit that is or may be available for rent or let for occupancy or is occupied or rented by a tenant or subtenant in exchange for any form of consideration.

Repair means reconstruction or renewal of any part of an existing building for the purpose of its maintenance.

Residential property means any property that contains one or more dwelling units used, intended, or designed to be occupied for living purposes.

Rooming unit means any room or group of rooms forming a single habitable unit occupied or intended to be occupied for living and sleeping, but not for cooking and eating purposes.

Structure unfit for human occupancy means a structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupant of the structure or the public.

Transitional Housing is temporary housing usually incorporated with case management for individuals living in Emergency Shelter at least 60 days to help move them to self-sufficiency and obtain permanent housing.

Trash means all combustible refuse, including, but not limited to, paper, cartons, boxes, barrels, wood (except firewood and construction materials), tree branches, yard trimmings, dead plant material, wood or upholstered furniture or bedding or similar substance or material; noncombustible refuse, including, but not limited to, metals, tin or aluminum cans, metal furniture, dirt, rock, pieces of concrete, glass, crockery or other minerals or mineral wastes; street rubbish, including, but not limited to, street sweeping, leaves, catchbag dirt and contents of litter receptacles; provided, however, that such does not include dirt and waste from building construction during the period in which a valid building permit issued by the city is applicable.

Vacant residential property means any residential property located within the city that has been vacant for no more than 90 days and not previously required to be registered as an abandoned property.

Sec. 8.403. – Penalty for violation of article.

Every person who shall violate any of the provisions of this article, or shall fail to perform any act required hereunder, upon conviction thereof in the municipal court of the city, shall be punished as provided in section 1-22, and each such unlawful act shall constitute a separate offense. The imposition of a penalty for any violation shall not excuse the violation or permit such violation to continue. Every day that a violation continues to exist on the property shall be considered a separate offense, for which the violator may be arrested, tried and convicted without the necessity of further notice.

Sec. 8.404. – Duties of enforcement official.

It shall be the duty of the enforcement official and his duly authorized deputies and agents:

- (a) **Enforcement.** To enforce the provisions of this article within the city and to prosecute said alleged violators in the municipal court of said city.
- (b) **Inspections.** To conduct or cause to be conducted inspections of the premises of any permittee in order that compliance or noncompliance with the provisions of this article may be ascertained and dealt with accordingly.
- (c) **Suggestions, recommendations of abatement for rental dwelling permit or rental dwelling renewal permit approval, disapproval.** To submit, in writing to the director, suggestions and recommendation, based upon good cause shown, concerning the recommendation for approval or disapproval of a rental dwelling permit or rental dwelling renewal permit pursuant to this article.

Sec. 8-405. -Application for rental dwelling permit.

The provisions of this Article shall apply to all rental dwelling, rental dwelling units, and non-owner occupied properties as defined by this Article.

- (a) **Initial Permit Period.**
 - (1) The owner(s) of any rental dwelling, rental dwelling unit or non-owner occupied property located within the city shall file with the director a written application accompanied by a nonrefundable application fee thereof for such property within the city and obtain a rental dwelling permit on or before April 30, 2021. The director shall make application forms available by May 1, 2020. Failure of any owner to submit a permit application by April 30, 2021 shall constitute a violation of this article.
 - (2) Initial permit shall be valid two (2) years.
 - (3) After the initial permit has been issued, if a change in occupancy of rental dwelling, dwelling unit or non-owner occupied property should occur prior to the expiration of the initial rental dwelling permit an inspection shall be scheduled for the issuance of a new inspection certificate.
 - (4) After the initial permit has been issued, if a change in ownership of the rental dwelling, dwelling unit or non-owner occupied property should occur prior to the expiration of the initial rental dwelling permit, an inspection shall be scheduled for the issuance of a new inspection certificate.
 - (5) Required Information. In addition to any other information that the director may in his discretion require, all applications required by this article shall contain the full legal name(s) of the owner or owners, the direct street/office mailing address of the owner(s) (no P.O. Boxes), a phone number/fax number/ cell phone and e-mail address for the owner(s), and any same information for any local property management companies responsible for maintenance of any of the rental dwelling, rental dwelling unit, or non-owner occupied properties listed on the application form. If the property owner is a sole proprietorship, corporation, limited liability company, professional corporation, non-profit, or other entity, then the applicant shall provide contact information for a local agent.
 - (6) An owner or owners submitting an application and nonrefundable fee for rental permit with multiple noncontiguous rental dwelling, dwelling unit or non-owner occupied properties under the same ownership in the city may list all properties on one (1) application.

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- (7) Each noncontiguous rental dwelling, dwelling unit or non-owner occupied property owned under the same ownership will be issued individual rental and non-owner occupied property permits, except if the property is a multifamily property over 20 units. Multifamily property over 20 units will be issued one (1) permit.
 - (8) In the event any rental dwelling building has a different ownership for different dwelling units therein, each owner shall be required to obtain a separate application.
 - (9) All water and city sewer bills must be current, paid, and in good standing before the director shall issue the permit.
- (b) ***Permit Renewal and Reinspection Period.***
- (1) Beginning on May 1, 2022, and every two (2) years thereafter, all owners of rental dwelling, rental dwelling unit or non-owner occupied property in the city shall submit the required renewal application form(s) and pay require fees on the first business day of the month of the anniversary of the issuance of the initial rental registration permit, unless a subsequent permit has been issued due to change in occupancy or ownership.
 - (2) The renewal application and inspection certification with nonrefundable fee, in addition to any other information that the director may in his discretion require, shall include the information as stated in (a) (1) iii and iv of this Article.
 - (3) No less than fifteen (15) days prior to re-occupancy of a rental dwelling, the owner or local agent of a rental dwelling, rental dwelling unit or non-occupied property must submit a new permit application.
 - (4) No less than forty-five (45) days prior to change of ownership of a rental dwelling, rental dwelling unit or non-occupied property continuing similar use, the new owner must submit a permit application.
 - (5) The enforcement official shall inspect each unit before a permit is renewed, except if the property is a multi-family property over 20 units, a random sample of 10% of the units shall be inspected.
 - (6) All water and city sewer bills must be current, paid, and in good standing before the director shall issue the renewal of a permit.
 - (7) A change of local agent document shall be filed with the city no less than ten days after the local agent is changed.

Sec. 8-406. -Effect on nonpayment of tax and user charges.

No permit hereunder shall be issued to any applicant who has not paid any prior and outstanding city personal property tax, sales tax, sewer use charge, special assessment, merchant's tax, real estate tax, or other tax, fee, or user charge, as evidenced by valid receipts therefor.

Sec. 8-407. -Compliance with zoning and fire regulations.

All permittees, as contemplated by this chapter. shall comply in every respect with the zoning regulations of the city, and with the fire and safety regulations of the Raytown Fire Protection District. It shall be the responsibility of the enforcement official to verify on each application for a new permit within the city is in compliance with chapter 50, zoning. Prior to

approval of any new permit, it shall be necessary for the applicant to obtain a certification or verification from the chief of the Raytown Fire Protection District, or his duly authorized representative, indicating compliance with safety regulations of the fire protection district.

Sec. 8-408. Scope of license fees

- (a) A rental dwelling permit fee shall be submitted with a completed rental dwelling permit application or rental dwelling renewal permit application. The rental dwelling permit fees are intended to help cover those expenses associated with maintaining a rental dwelling and non-owner occupied properties registry, enforcement official, inspection services, and administrative costs associated with enforcement of this article. The fees for the rental dwelling permit and rental dwelling renewal permit are listed in the City's Schedule of Fees.
- (b) If the dwelling unit to be covered by the permit has been inspected and it does not appear that any violation of this article or of any other applicable state law or city ordinance exists, the enforcement official shall issue the permit subject to the requirements of this section.
- (c) The rental dwelling permit fee is nonrefundable.

Sec. 8-409. Maintenance requirements.

All rental dwelling, rental dwelling unit and non-owner occupied property shall be maintained, both internally and externally in compliance with all federal, state and local laws and regulations, including but not limited to Chapter 8, Chapter 20, Chapter 28, and Chapter 46 of this Code. Adherence to this section does not relieve the owner(s) or local agent of any obligations set forth in any covenants, conditions, easements, encroachments, restrictions, or homeowners' association rules and regulations that may apply to the rental dwelling and non-owner occupied property.

Sec. 8-410. Rental Dwelling Inspection Requirements

Prior to the issuance of a rental dwelling permit, the enforcement official shall provide to the director a rental dwelling inspection certificate of the premise(s) confirming the rental dwelling, rental dwelling unit or non-occupied property compliance with this article. The rental dwelling inspection certificate shall be issued for a two (2) year period unless the rental dwelling is reoccupied or the ownership of the rental dwelling changes prior to expiration. A copy of the certificate will be attached to the rental dwelling permit. In addition to the provisions in Sec. 8-409, the rental dwelling inspection standards shall be applicable to rental dwelling, rental dwelling unit and non-owner occupied property. The rental dwelling inspection shall include:

- (a) ***Smoke detector and carbon monoxide detector.*** Rental dwelling shall have one smoke detector per each sleeping room, area serving the sleeping room, and one on each floor including basements. Rental dwelling shall have at least one carbon monoxide detector installed in all multifamily units and any rental dwelling with gas furnace, gas appliances or attached garage. All smoke and carbon monoxide detectors shall be in property working order.
- (b) ***Handrails.*** Structurally sound handrails shall be provided on any steps containing four risers or more and shall be provided on not less than one side of each

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continuous run of treads or flight. The handrail height measured vertically from the sloped plane adjoining the tread nosing, or finish surface of ramp slope, shall be not less than 34 inches (864 mm) and not more than 38 inches (965 mm).

- (c) **Guardrails.** Guards (guardrails) shall be located along open-sided walking surfaces, including stairs, ramps and landings, that are located more than 30 inches (762 mm) measured vertically to the floor or grade below. The required guard shall be not less than 36 inches (914 mm) in height as measured vertically above the adjacent walking surface or shall be not less than 42 inches (1067 mm) high in multi-family residential buildings. Required guards shall not have openings from the walking surface to the required guard height that allow passage of a sphere 4 inches (102 mm) in diameter.
- (d) **Egress and access.** Every rental dwelling in a one- or two-story building shall have at least one means of egress leading to a safe and open space at ground level. Every rental dwelling in a three-story or taller building shall have immediate access to two or more means of egress leading to a safe and open space at ground level. Access to or egress from each rental dwelling shall be provided without passing through any other dwelling or dwelling unit.
- (e) **Electric service, outlets and fixtures.** Every dwelling unit and all public and common areas shall be supplied with electric service, overcurrent protection devices, electric fixtures which are properly installed, which shall be maintained in safe working conditions, and shall be energized by an approved source of electric power and in compliance with the applicable city ordinances and state law. The minimum capacity of the electric service and the minimum number of electric outlets and fixtures shall be as follows:
 - (1) Buildings containing one or more dwelling units shall have at least 100-amp service or feeder per dwelling unit. Main service to multi-family buildings shall have sufficient capacity to carry the load as computed in accordance with city ordinances. Structures that have less than 100 amps and want an alternative to upgrading the system may require a load calculation to be completed by a licensed electrician. The calculation will take into consideration the size of the structure, number of circuits and number of appliances to be used in the structure. If the calculation shows the 60-amp box to be adequate, no further work is required. If the 60-amp box is not adequate, upgrades must be completed prior to occupancy.
 - (2) Internal wiring and outlets in single or multi-family dwellings shall conform to the following:
 - i. No exposed electrical wire.
 - ii. If there is a kitchen counter, such receptacle shall be accessible to the counter. Ground fault circuit-interceptors shall be required to be placed within six feet of any water source; including but not limited

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to bathrooms, garages, crawl space, unfinished basements, and kitchens.

- iii. Multi-family buildings may have a common laundry area with duplex receptacles on separate circuits that are not overloaded.
- (3) All hazardous wiring shall be repaired or removed. This includes hazardous wiring to and in garages and other accessory buildings. The enforcement official may order hazardous electrical installations repaired, removed or require owner to provide documentation from a licensed electrician stating the current wiring is not hazardous to occupancy/tenant.
 - (4) Every common use area in a multi-family dwelling shall be adequately lighted by natural and/or electric lights at all times, to provide effective illumination in all parts thereof.
- (f) **Pest extermination.** Every owner of a rental dwelling shall be responsible for the extermination of insects, vermin and rodents on the premises, unless the lease agreement states the responsibility is that of the occupant/ tenant. No occupant of a dwelling or dwelling unit shall accumulate rubbish, boxes, lumber, scrap metal or any other materials in such manner that may provide pest or rodent harborage in or about any rental dwelling. Every rental dwelling, accessory structure and the premises upon which it is located shall be kept free from insect and rodent infestation.
 - (g) **Windows and door.** Every window and exterior door shall be substantially tight and shall be kept in sound condition and repair. All windows capable of being opened must have screens that are well-maintained and keeping infestation of pests outside of rental dwelling. All exterior doors of the rental dwelling are to be equipped with functioning locking devices.
 - (h) **Utilities.** Every owner of a rental dwelling shall be responsible for proper connection to the appropriate utility providers for electric, gas, sanitary sewer and water. Each rental dwelling shall be capable of being provided hot and cold water.
 - (i) **Safe and clean common use area.** Every rental dwelling shall maintain a safe and clean common use area, if applicable, including but not limited to, installation and maintenance of proper handrail for inside and outside staircases; maintenance of lighting near the entrance of multi-family dwelling; parking lot clean of debris, inoperable vehicles and equipment; and common use area clean of debris, garbage and trash.
 - (j) **Sanitary fixtures and appliances.** In each rental dwelling, Owners shall keep all supplied fixtures in a clean and sanitary condition and Occupant/Tenant shall be responsible for the exercise of reasonable care in the proper use and operation thereof. Supplied fixtures shall be properly installed and connected to the appropriate utilities. All appliances shall be properly installed and working.
 - (k) **Display of street address.** Rental dwelling, rental dwelling unit and non-owner occupied property shall properly display property street address number in

accordance with Section 505.1 of the International Fire Code. Rental dwelling unit shall have unit number displayed on exterior door of unit.

Sec. 8.411. -Retroactive application.

All rental dwelling, rental dwelling unit and non-owner occupied properties shall conform to the requirements of this Article irrespective of when such building or premises was constructed, altered or repaired. Nothing in this Article shall be construed to require existing buildings or premises to comply with the requirement of the current building code, electrical code, plumbing code, or mechanical code; provided, however, that after the effective date of the ordinance from which this Article is derived, repairing, reconditioning or remodeling of existing building shall be completed as required by this Article.

Sec 8.412.- Inspection, enforcement and non-inspected statement.

- (a) The enforcement official shall inspect each unit before a rental dwelling permit is issued or renewed, except if the property is a multi-family dwelling with 20 or more units.
 - (1) For multi-family dwelling with 20 or more dwelling units within a single building a random sample of 10% of the units and common use areas shall be inspected annually.
 - (2) For multi-family dwelling with 20 or more dwelling units divided up between multiple buildings, a random sample of 10% of the units in each building and common use areas shall be inspected annually.
- (b) It shall be illegal for the owner or his agent to allow reoccupy of a rental dwelling prior to the enforcement official inspecting the rental dwelling, and if necessary, the issuance of a renew rental dwelling permit. The owner or agent should schedule an inspection no less than fifteen (15) days prior to change of occupancy of a rental dwelling, rental dwelling unit or non-occupied property.
- (c) No less than forty-five (45) days prior to change of ownership of a rental dwelling, rental dwelling unit or non-occupied property continuing similar use, the new owner must submit a rental dwelling permit application and schedule an inspection.
- (d) Additional cause for inspection(s). Inspections may be initiated by the enforcement official under the following circumstances:
 - (1) Where there is extensive deterioration of a building or rental dwelling; or
 - (2) When, on the basis of a complaint or personal observation, the enforcement official suspects that a building or rental dwelling has code violation; or
 - (3) Where an inspection of a rental dwelling is required in conjunction with an improvement for which a permit has been issued, the enforcement official along with the building official is authorized to make further inspection to determine whether such dwelling unit conforms to the requirements of this Article. Such inspection is subject to the consent of the owner unless an administrative search warrant is obtained.
- (e) Scheduling inspection(s). Owner or agent shall schedule an inspection at the time of submitting the rental dwelling permit application and in accordance to subsection (b) and (c) above. Properties will be inspected within seven (7) days of a requested inspection.

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- (f) Inspection Certificate. With each inspection, the enforcement official will issue an inspection certificate to the owner and a copy will be retained by the city.
- (g) Access for purposes of inspection. The enforcement official shall make or cause to be made inspections to determine the condition of all rental dwelling and premises governed by this Article. The enforcement official may enter any building or premises at any reasonable time for the purpose of performing his duties under this article, when given permission by the owner, occupant/tenant, operator or person in charge of the building or premises. If such rental dwelling and premises is occupied the enforcement official shall present credentials to the occupant/tenant and request entry. In the event the owner, operator, occupant or person in charge shall refuse access to any building or premises, the enforcement official may make the application to the judge of the municipal court for an administrative search warrant.
- (h) Noncompliance with Article; Disapproval of Rental Dwelling Permit or Rental Dwelling Renewal Permit: notice to be given. Whenever the enforcement official finds evidence of a violation of any provisions of this article, he shall declare a code violation and give notice of same to the person or persons responsible hereunder. Such notice shall
 - (1) Be in writing;
 - (2) Set forth each of the provisions of this article being violated;
 - (3) Statement of corrective action that should take place;
 - (4) Provide a reasonable time, not to exceed 30 days, for the correction of any alleged violations;
 - (5) Statement that the owner or agent has the right to appeal the decision of the enforcement official to the Property Maintenance Board within ten (10) business days after the date of the decision, notice or order was served.

Such notice shall be served by delivering a copy to the owner, occupant, lessee, mortgagee, agent and all other persons having an interest in such building as shown by the land records of the county recorder of Jackson County, or, if any such person cannot be found, by placing a copy of the notice in the U.S. mail to the address of record, or if same cannot be delivered, by posting a copy of such notice in a conspicuous place in or about the building affected by the notice. The notice shall be deemed served on the date mailed, or ten (10) days after posting as herein provided.

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with or until the owner or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the enforcement official and shall furnish to the enforcement official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition

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for making the corrections or repairs required by such compliance order or notice of violation

- (i) Remedy of defects. The owner of any building shall remedy the conditions specified in such notice prior to occupancy of the residential rental and non-owner property. The owner of any building shall remedy any rental dwelling and common use area conditions specified in such notice within the time designated by the enforcement official; however, the enforcement official may, at his discretion, extend the time for compliance with any such notice, with written request from the owner.
- (j) Reinspection. When the owner notifies the enforcement official that the defects have been brought into compliance, the enforcement official shall reinspect the building, dwelling, or accessory structure and its premises, taking particular notice whether the violations previously noted have been brought into compliance and whether any hazardous conditions have come into existence in the time which has elapsed since the first inspection. If the property is found to be in compliance and appropriate fees have been paid, the owner or his agent shall be given a notice of residential rental and non-owner occupied inspection certificate. If defects still exist, the owner or his agent shall be given a written listing such defects.
- (k) Hearing; appeal.
 - (1) An owner shall have the right to appeal a decision of the enforcement official. The owner shall provide a written application to the Property Maintenance Appeal Board within 10 business days after the day the decision, notice or order was serviced.
 - (2) The written application for appeal shall be based on a claim that the true intent of the code or the rules legally adopted there under have been incorrectly interpreted, the provisions of the code do not fully apply, or the requirement of the code are adequately satisfied by other means.
 - (3) Property Maintenance Appeal Board shall call and have an administrative hearing upon the matter within twenty (20) days of the filing of an appeal, giving written notice of the time, place and purpose of the hearing.
 - (4) If the hearing request is made by an owner, the written request shall be accompanied by a forty-dollar (\$40) appeal filing fee.
 - (5) At the hearing, any party may be represented by counsel, and all parties shall have an opportunity to be heard.
 - (6) A record shall be made of the hearing, witnesses shall be sworn, and the parties or their attorneys shall be allowed to cross examine opposing witnesses.
 - (7) After the hearing, if the evidence supports a finding that the building or structure violates the Code or is detrimental to the health or safety of any residents of the city, the Property Maintenance Appeal Board shall issue a written order making specific findings of fact and conclusions of law, based upon competent and substantial evidence, which shows the building or structure to be in violation of this article or to be detrimental to health or safety of any residents of the city, and ordering the building or structure to be repaired. If the evidence does not support a finding that the building or

structure is a Code violation or detrimental to the health or safety of any residents of the city, no order shall be issued.

- (8) Notice of any post-hearing orders shall be given in the same manner as notice of a noncompliance. Any person who is aggrieved by any decision of the Property Maintenance Appeal Board may appeal the decision to the board of aldermen within thirty (30) days from the date of disapproval, by submitting written notice of said appeal to the office of the city clerk, and said clerk shall docket such appeal with the board of aldermen for consideration and decision at the next regular or special duly convened meeting of said board.

Sec. 8-413.- Owner-Occupant/Tenant Relation.

- (a) Owner-Occupant/Tenant Relation. Nothing in this Article or its enforcement shall be construed in any way to affect owner-occupant/tenant relation nor shall relieve the occupant/tenant of any implied contractual obligations with the owner.
- (b) Each Occupant/Tenant residing at a rental dwelling, rental dwelling unit or non-owner occupant property must be named on a lease agreement with owner(s) or named on a sublease agreement with occupant/tenant. Any legal dependent under the age of 17 years old residing at the rental dwelling, rental dwelling unit or non-owner occupancy property will not be required to have their name on a lease agreement or sublease agreement. The total number of occupant/tenant(s) is limited by the approved permissible occupancy for the rental dwelling, rental dwelling unit or non-owner occupancy property.

**CITY OF RAYTOWN
Request for Board Action**

Date: November 26, 2019
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Resolution No.: R-3261-19

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Staff is requesting permission to spend more than \$15,000.00 with a single vendor per the purchasing policy.

Analysis: A Request for Qualifications for legal services was issued on July 25, 2017. After a thorough review by staff, direction was given to enter into a Legal Services Agreement with Kapke & Willerth LLC. On October 24, 2018, the City received a Notice of Retirement and Termination of the City's current Legal Services Agreement.

After further review of the proposals received, it was determined that Lauber Municipal Law, LLC met all of the qualifications to provide Legal and Special Counsel Services to the City of Raytown beginning on January 1, 2019.

Alternative: Seek other legal services or a full-time City Attorney.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Additional Reports Attached: Legal Services Agreement

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT FOR LEGAL SERVICES WITH LAUBER MUNICIPAL LAW, LLC FOR CITY ATTORNEY AND SPECIAL COUNSEL SERVICES AND APPROVING THE EXPENDITURE OF FUNDS WITH LAUBER MUNICIPAL LAW, LLC IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2019-2020

WHEREAS, pursuant to Section 79.230 RSMo. the Board of Aldermen may employ counsel to represent the City as City Attorney and as Special Counsel to the City; and

WHEREAS, the City of Raytown ("City") issued a Request for Qualifications on its Legal Services on July 25, 2017 and received four (4) proposals and pursuant to Resolution R-3049-17, adopted on December 19, 2017, the proposal submitted by Kapke & Willerth, LLC; and

WHEREAS, due to the Notice of Retirement and Termination of Legal Services Agreement the City received from Kapke & Willerth effective December 31, 2018, a review of the proposals received determined that Lauber Municipal Law, LLC met all of the qualifications to provide Legal Services and Special Counsel Services to the City; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve the continuation of an agreement for legal services as set forth in Exhibit "A" with Lauber Municipal Law, LLC and approve the expenditure of funds to Lauber Municipal Law, LLC, in excess of \$15,000.00 but within budgeted amounts for fiscal year 2019-2020;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT, it is in the best interest of the citizens of the City of Raytown to authorize and approve the continuation of an agreement for legal services as set forth in Exhibit "A" with Lauber Municipal Law, LLC and approve the expenditure of funds to Lauber Municipal Law, LLC in excess of \$15,000.00 but within budgeted amounts for fiscal year 2019-2020; and

FURTHER THAT, the City Administrator is hereby authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated herein and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of December, 2019.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

November 30, 2018

City of Raytown, Missouri
Attn: Mr. Damon Hodges, Assistant City Administrator/PW Director and
Ms. Missy Wilson, Assistant City Administrator/EDA
10000 East 59th Street
Raytown, MO 64133

Re: City Attorney Legal Services

Dear Mr. Hodges and Ms. Wilson:

Please accept this letter as the written agreement for our firm's engagement to provide legal services for the City of Raytown, Missouri. We look forward to serving as general counsel to the City through this engagement.

The City of Raytown, Missouri (the "City") will be our client in this engagement. I will be primarily responsible for the engagement on behalf of Lauber Municipal Law, LLC (the "Firm"); however, other experienced municipal attorneys in our firm will also provide legal services pursuant to this engagement. In consideration for the City naming our firm as its official City Attorney, we will set the hourly rate for Basic Services for all attorneys at \$160 per hour, which is discounted from our normal municipal rate of \$195 per hour. Any work that can be completed by the Firm's law clerk (non-attorney) will be billed at \$50 per hour. We will comply with approved City Fiscal Year Budget for City Attorney services at the City Administrator's direction. We take seriously what we believe is our responsibility to provide legal services within the City's budgetary resources, just as you would expect of other City staff. The hourly rates for Basic Services are subject to annual adjustment as described below.

The City will not be required to utilize a minimum number of hours of Basic Services each month. We will bill the hourly rates in quarter-hour increments and will provide the City with itemized monthly statements after services have been provided, as requested by the City. In the event that such matters arise, the hourly rate for Special Matters would be \$195.00 per hour for all attorneys, except as provided below. The rate for work completed by our law clerk will remain at \$50 per hour. The hourly rates for Special Matters are subject to annual adjustment as described below.

Basic Services include items such as attending meetings of the Board of Aldermen and any other boards and committees, drafting ordinances, participating in telephone calls and meetings with City staff and officials, reviewing contracts, personnel issues, routine litigation matters, etc.; i.e., basically providing the City with legal representation regarding the conduct of its day-to-day business. Although our Firm provides prosecutorial services, such services are not included as Basic Services. If the need arises, we are open to serving as temporary (fill-in) prosecutor and would consider such temporary assignment as Basic Services.

Special Matters **only** include: 1) complex litigation; 2) economic development incentive matters not otherwise reimbursed by the applicant or project (e.g., TIF, TDD, CID, NID, etc.) pursuant to a funding agreement between the City and a developer; and 3) any matter deemed a Special Matter by the mutual agreement of the City and the Firm. For economic development matters that are reimbursed by the applicant or project pursuant to a funding agreement, the hourly rate would be at the Firm's then-current economic development rates, which are currently \$250 per hour for Joe Lauber, Jennifer Baird, Jeremy Cover, and Nathan Nickolaus; and \$230 per hour for all other attorneys. For planning and zoning application matters that require a funding agreement, the hourly rate would be at the Firm's rate for Special Matters, which is \$195. For any work done to prepare and advocate changes to legislation at the state on behalf of the City (legislative solutions), the hourly rate would be at the Firm's rate for Special Matters, which is \$195. **We would not conduct work on Special Matters without prior approval from the City.** Please note that a matter that is not classified as either a Special Matter (or an economic development incentive special matter) is automatically considered Basic Services.

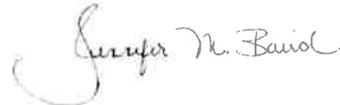
The enclosed Additional Terms of Engagement would govern the relationship unless otherwise agreed in this engagement letter, but please note the following:

- We will not charge the City for local facsimiles;
- We will not charge the City for long-distance telephone charges (including facsimiles);
- We will not charge the City for in-house photocopies if less than 100 copies per month;
- We do not charge for regular mail;
- We will not bill the City for the time spent traveling to and from our office in Lee's Summit to City Hall in Raytown; and
- All hourly rates for the Matters are subject to annual adjustment on January 1 of each year based on the Consumer Price Index (CPI-U) as described in the enclosed Additional Terms of Engagement. The first such adjustment under this engagement would not become effective until January 1, 2020. In the event that the CPI-U decreases in any given year, the Firm will reduce its rates in the same manner.

If you have any questions concerning the terms of this engagement, or if you ever have a question about our charges, or their reasonableness, please contact me at your convenience to discuss the matter. Our engagement as counsel for the City will begin upon execution of this agreement. Thank you for choosing Lauber Municipal Law, LLC, to provide these important legal services to the City. We look forward to a good and productive relationship.

Regards,

LAUBER MUNICIPAL LAW, LLC

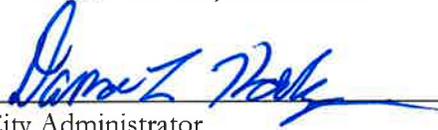


Jennifer M. Baird

Enclosure

ACCEPTED AND AGREED:

CITY OF RAYTOWN, MISSOURI

By:  12/4/2018
City Administrator Date



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

Additional Terms of Engagement

Lauber Municipal Law, LLC, appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently.

The following information explains the client service practices and billing procedures that apply to our representation of your interests. I encourage you to discuss these practices with me whenever you have questions during the course of this engagement.

Provision of Legal Services. This engagement is for provision of professional legal services, and not for the provision of business, personal, accounting, technical or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

Entire Agreement. The accompanying engagement letter together with these Additional Terms of Engagement shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties.

Subcontractors. From time-to-time, it may be necessary for us to engage subcontractors to assist in the provision of services to you. It is agreed that we are not authorized to engage any such subcontractors without the prior approval of the Board of Aldermen.

Periodic Billings for Legal Services. It is our policy to render periodic statements for legal services on a monthly basis. We will base these periodic statements on the hourly rates set forth in the attached Engagement Letter. Statements will be due upon presentation, and are to be paid on or before the last day of the month in which the invoice was received. We reserve the right to charge late payment fees on a 10% annual rate for late payments. If any statement amount remains unpaid 60 days after the invoice date, the Firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

Annual CPI Rate Adjustment for Inflation. All hourly rates for legal services provided by the Firm are subject to annual adjustment for inflation based upon the unadjusted 12 months ended for December of the immediately preceding year published for the United States Bureau of Labor Standards National Consumer Price Index (CPI-U), effective January 1 of each year. However, except as otherwise provided in the documents that comprise this engagement letter, the first adjustment for this engagement shall not occur until January 1, 2020. In the event that the CPI-U decreases in any given year, the Firm will reduce its rates in the same manner.

Client Disbursements. Most matters require, from time to time, certain monetary advances to be made on your behalf by the Firm. Some "client disbursements" represent out-of-pocket charges that Lauber Municipal Law, LLC, advances, while others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, etc.). It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. Substantial individual items in excess of \$250, such as expert witness fees, the costs of deposition transcripts, etc., may be billed directly to you by the vendor of such services.

File Retention. After Lauber Municipal Law, LLC's services conclude, we will, upon your request, make available the file for this engagement to you. If you do not request the file, we will retain it for a period of ten years after the matter is closed. If you do not request the file before the end of the ten year period, Lauber Municipal Law, LLC, will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the ten year period, you may request that the file be made available for pick-up.

Disbursements and Other Charges. We may also charge you for certain expense items listed below that we provide in connection with our legal services:

Photocopying. We will not charge the City for in-house photocopies which do not exceed 100 copies in a month. If in-house photocopies exceed 100 in a month, then we reserve the right to charge \$0.12 per page (or the Firm's cost, whichever is less) but only for each page over 100 in number. If the need for an outside copying job (e.g., Kinko's) arises, we only bill the actual cost incurred for photocopying without markup.

Computer Research. We do not charge for the Firm's service agreement with WestlawNext or other electronic provider of legal research resources.

Telecommunications. We do not charge for phone services used to make local or long-distance phone calls or facsimiles.

Mail/Messengers. We do not charge for regular mail; however, bulk mailings, packages and special postal services may be charged at the Firm's actual cost. Messengers are used as appropriate to assure expedited delivery. The actual cost of such messenger services is charged without markup.

Travel. We will not bill the City for time spent traveling for City business to and from City Hall from our office in Lee's Summit.

Internet Usage. We may be asked to use the Internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of Internet communications during your representation by us unless we are instructed otherwise.

Professional Liability Insurance. The Firm carries professional liability insurance for each of its attorneys. In the event that such coverage is terminated or non-renewed by an existing carrier, the Firm shall provide immediate disclosure of such event.

Effect of Waiver. No waiver of any condition or covenant contained in this Agreement, or any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

Termination of Services. You may terminate the services of Lauber Municipal Law, LLC, at your discretion by giving me thirty (30) days written notice of termination. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Termination by us will be effective upon thirty (30) days written notice delivered to you. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

Questions. One of our most important goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services, billing, or payment status of your account to me.

CITY OF RAYTOWN
Request for Board Action

Date: November 26, 2019
To: Mayor and Board of Aldermen
From: Russell Petry, Finance Director

Resolution No.: R-3262-19

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Staff requests approval of resolution to approve the contract with Troutt Beeman & Co., P.C. for audit services and authorize expenditures with a vendor in excess of \$15,000.00, but not exceeding \$39,200.00.

Analysis: On October 1, the City received a call from Mize Houzer, our auditors for the last three years, stating they would no longer conduct governmental audits as of October 15th, 2019. On October 8th, the City issued a Request for Proposal for audit services. Five audit firms were sent an invitation directly, and the request was advertised and placed on the City web site. The City received three firms interested, however only one bid response was received from Troutt Beeman & Co., P.C. Troutt Beeman was recommended by Michael Keenan as a good firm and Russ Petry has had good experience with them in the past with the City of Harrisonville. Below is a breakout of the firms and their responses.

Firms Contacted Directly	Solicited	Audit Quote	Single Audit	Hourly
Cochran, Head and Vick	Yes	Declined - conflict		
BKD	Yes	Declined to bid		
KPMG	Yes	No Response		
McGladrey	Yes	No Response		
Troutt Beeman	Yes	\$38,000	\$5,000	\$130-\$275

After review, staff believes that Troutt Beeman is reasonable with bids received in 2016, the last time an RFP was done for audit services. Troutt Beeman has extensive municipal experience, numerous pertinent references, and other reference resources available if needed by City staff. They have been in business for 40 years, located in Cass County Missouri. It is staff's recommendation that the City enter into an agreement with Troutt Beeman & Co, P.C. for audit services for the 2018-19, 2019-20 and 2020-21 fiscal years.

Budgetary Impact:

- Not Applicable
- Funds subject to appropriation of the Budget
- Budgeted item with available funds

Amount: \$38,000
 Department: Finance
 Fund: General Fund

Additional Reports Attached: original proposal

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND TROUTT BEEMAN & CO., P.C. FOR THE PERFORMANCE OF PROFESSIONAL AUDIT SERVICES IN AN AMOUNT NOT TO EXCEED \$38,000.00

WHEREAS, on October 8, 2019, the City issued a Request for Proposal for professional audit services; and

WHEREAS, the City received one (1) response and has determined that the proposal submitted by Troutt Beeman & Co., P.C. is reasonable; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve an agreement with Troutt Beeman & Co., P.C. to perform professional audit services in a total amount not to exceed \$38,000.00;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT, the Agreement by and between the City of Raytown and Troutt Beeman & Co., P.C., to perform professional audit services in a total amount not to exceed \$38,000.00, in substantially the same form as attached hereto, marked Exhibit "A" and incorporated herein by reference, is hereby approved; and

FURTHER THAT, the City of Administrator, is hereby authorized to execute any and all documents and to take any and all action necessary to effectuate the terms of the Agreement and exercise the authority granted herein.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of December, 2019.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney



RECEIVED
NOV 01 2019
CITY OF RAYTOWN

October 31, 2019

Ms. Teresa Henry, City Clerk
City of Raytown, Missouri
10000 East 59th Street
Raytown, MO 64133

Dear Ms. Henry

I have enclosed two copies of our proposal. We welcome the opportunity to meet with the City to discuss our proposal, answer questions, or clarify any items.

We look forward to working with the City of Raytown.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Groszek', with a long horizontal flourish extending to the left.

Michael E. Groszek, CPA
TROUTT, BEEMAN & CO., P.C.

IEB/akd

Enclosures

**CITY OF RAYTOWN, MISSOURI
PROPOSAL FOR AUDIT SERVICES**

TROUTT, BEEMAN & CO., P.C.

1212 LOCUST

HARRISONVILLE, MISSOURI 64701

CONTACT: MICHAEL E. GROSZEK, CPA

E-MAIL ADDRESS: MGROSZEK@TBCO.NET

PHONE NUMBER: (816) 380-5500

OCTOBER 31, 2019

CITY OF RAYTOWN, MISSOURI

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October 31, 2019

The Members of the Audit Committee
City of Raytown, Missouri

The firm of Troutt, Beeman & Co., P.C., Certified Public Accountants, is pleased to submit a proposal to provide professional auditing services to the City of Raytown, Missouri, for the year ending October 31, 2019, with the option of auditing the years ending October 31, 2020 and 2021.

The staff assigned to the City of Raytown will consist of a partner, a quality control partner, a manager, and a senior accountant. You can see their strong experience and qualifications in the resume section of this proposal.

We place a strong emphasis on local governments and non-profits. At least twenty local government and non-profit audits have been performed in each of the past ten years, many of which were subject to Government Auditing Standards (yellow book), the Single Audit Act and OMB Circular A-133, and Uniform Guidance.

During the course of reviewing your request for proposal, and in considering our relationship with the City of Raytown, we have identified a couple of matters to emphasize regarding our firm's strengths we would like to share, and why you should consider working with us as your auditors.

Why You Should Chose Us

We recognize the importance of being responsive to clients, and ensuring that their needs are met in a timely fashion. As a local firm, we feel we have the ability to give quality service at reasonable rates.

Our firm has been in business in Cass County for over 40 years and we pride ourselves in long-term relationships, both from a business perspective and from a personal perspective. We don't bid on every possible opportunity, but try to make the right client decisions to ensure a good fit for us and for the client. Historically, we work with clients for several years and follow this business concept instead of looking for the highest possible price and then losing it in a future bidding process.

When we work with a client we make a significant investment in our time and resources getting to know your business and making sure we have the expertise to do the job correctly. We recognize that you also make a significant decision when you select us and that is why we assign our most competent and knowledgeable partner's and staff to your engagement. Additionally, the Partner is very involved in all aspects of your engagement.

Assistance with Preparation of Financial Statements

As part of the annual audit process we typically assist City's by preparing drafts of their financial statements for their review and approval. City personnel typically assist us in gathering some information needed for disclosures, but the actual financial statements and notes will be prepared and maintained on our system.

Virtually all our audit client's need assistance or find it more cost effective to have us provide this service. Consequently, we are efficient with financial statement preparation, and have internal reviews to enhance accuracy. Additionally, our professional staff take annual CPE in governmental disclosures to ensure we stay current with issued GASB's and other standards.

Commitment to Timeliness and Quality of Service

As to timeliness, we develop time lines for each audit and then work together with our clients to achieve them. This promotes an atmosphere of teamwork between the City and our firm. And, it provides for the most effective and efficient audit process. When field work begins, be assured that we have scheduled sufficient time to complete the process. Troutt, Beeman & Co., P.C. does not start engagements and then leave the field only to return at some future time. We stay focused on the task through completion.

I am confident that our references will attest to our timeliness and quality of service. Furthermore, entrance, progress, and exit conferences will be held with the Finance Department personnel and the City Manager to insure that the audit engagement stays on schedule and any items of concern are addressed timely. Plus, I share with you one of our policies from the firm's Quality Control Document, "Once Troutt, Beeman & Co., P.C. undertakes a client engagement, we bring all the resources to that engagement necessary in the circumstances."

We have reviewed the City's proposal in detail and understand the nature of the work to be performed. We will audit the City's financial statements as of October 31, 2019, with options for the years ending October 31, 2020 and 2021, and will comply with all the requirements listed in the City's Request for Proposal dated October 8, 2019.

We are committed to fulfilling the financial reporting requirements of the City. Our proposal is a firm and irrevocable offer for 60 days from October 31, 2019.

Sincerely,



Michael E. Groszek, CPA
TROUTT, BEEMAN & CO., P.C.

GENERAL INFORMATION

ABOUT TROUTT, BEEMAN & CO., P.C.

Troutt, Beeman & Co., P.C. is committed to serving clients with creative, diversified personnel that devote a portion of each year to meeting the educational standards of both the AICPA and our state societies. In addition to meeting the requirement of an average of 40 credit hours per year of continuing education in a variety of fields, we also meet the Yellow Book standard of 24 governmental credit hours in a two year period for all staff members involved in governmental audits.

As a member of the AICPA's Division for CPA Firms, we are subject to periodic peer reviews of our accounting and auditing engagements. An unqualified report from a peer review is our industry's assurance that a firm adheres to the most rigorous quality standards of our profession. A copy of Troutt, Beeman & Co., P.C.'s unqualified report can be found on page 30.

The combination of professional individuals performing high caliber work has led to our diverse growth. We believe our clients respect the service we provide and recognize the quality of our people.

The overall objective of our firm is to provide the finest services available to our clients at reasonable rates. We believe we have the necessary elements to fulfill our mission.

Some of our municipal clients we serve are listed in this proposal, but we would like to expand on services we have provided for our governmental and non-profit clients. In addition to routine financial audits, we have assisted clients in the hiring of City Administrators and Finance Directors; developed payroll procedures and manuals; developed purchasing policies and procedures with appropriate forms; performed rate analysis; refined inventory procedures; assisted with capital asset inventories, developed capital asset policies and procedures, assisted in fraud investigations, and provided investment advice on deposits and bond refinancing; assisted with budget preparation; prepared projections of cash flows; assisted with analysis of computer needs and procurement of hardware and software.

Troutt, Beeman & Co., P.C. performs approximately 20 peer reviews annually, and we have significant experience reviewing governmental audits performed by other CPA firms. This represents another opportunity to enhance our skills and further serve our clients.

STATEMENT OF INDEPENDENCE

We have reviewed our potential relationship with the City of Raytown, Missouri, and have determined that the firm of Troutt, Beeman and Co., P.C. is independent of the City as defined by generally accepted auditing standards and government auditing standards.

Additionally, our firm has not had any professional relationships involving the City of Raytown, Missouri, for the past five years which would jeopardize our independence on this engagement. If any professional relationships are entered into during the period of this agreement, we will notify the City in writing.

LICENSE TO PRACTICE IN MISSOURI

The firm of Troutt, Beeman & Co., P.C. and the partners, manager, and senior accountant assigned to the City of Raytown, Missouri, are licensed to practice public accounting in the State of Missouri.

FIRM QUALIFICATIONS AND EXPERIENCE

This year, Troutt, Beeman & Co., P.C. celebrates its 47th anniversary. We are a local firm serving clients in Cass County, Bates County, Jackson County, Clay County, St. Clair County, Vernon County, and Johnson County, Missouri. We have operated an office in Olathe, Kansas since 1991, and this office predominantly serves clients in Miami and Johnson County, Kansas.

The special needs of a local governmental audit require the right mix of experience, education, understanding, and commitment. We would like to highlight some items that could have particular significance in your selection process.

- We are familiar with the requirements of the Single Audit Act of 1984, the amendments of 1996, and OMB Circular A-133, and Uniform Guidance. Many of our governmental clients are regularly subject to the requirements of these pronouncements.
- Troutt, Beeman & Co., P.C. has participated in the AICPA's peer review program since 1989. Our quality control procedures are set up to ensure compliance with yellow book requirements, and that our firm receives an unqualified opinion.
- Troutt, Beeman & Co., P.C. has never been the object of any disciplinary action.
- One of the engagements selected during our peer review was a governmental engagement. Our report was accepted as presented with no adjustment or additional documentation required. See page 30 for a copy of our most recent external peer review. Our firm has not had, to our knowledge, any field or desk reviews from the Inspector General's office during the past three years. However, prior to that, our firm has had desk reviews, and our reports were accepted as presented with no adjustment or additional documentation required.
- At least 20 governmental audits have been performed in each of the past ten years, as well as many audits of non-profit organizations
- We routinely prepare a Comprehensive Annual Financial Report (CAFR) for our governmental clients that require it.
- Troutt, Beeman & Co., P.C. will perform all the work required on your engagement. We will not utilize the services of a subcontractor.
- Troutt, Beeman & Co., P.C. employs twelve people of which seven are members of our professional staff. Five of the professional staff are actively involved in managing and staffing our governmental audits. This audit will be managed and staffed from our Harrisonville, Missouri office.
- We will assign one partner, one quality control partner, one manager, and one senior accountant to staff your engagement on a full-time basis. One partner and one computer specialist will be assigned on a part-time basis as needed. The partner, manager, and senior accountant will operate in the field. Additionally, the review by the partner will be performed in the field for many of the audit areas.

- We have significant experience auditing municipal utilities because virtually all of our municipal clients provide utility services. In addition, we audit six water districts, one water authority, and two fire districts. All of the City's audit team are experienced in municipal utilities.
- As stated earlier, Troutt, Beeman & Co., P.C. meets the Yellow Book standard of 24 governmental credits in a two year period for all staff members.
- The team selected below has received credit for the following courses:

Michael E. Groszek, CPA

2019 AICPA Peer Review Must-Select Industry Update: Government Audit Standards
 2018 Fundamentals for Performing Single Audit under Uniform Guidance
 2018 Studies on Single Audit and Yellow Book Deficiencies
 2018 GAS Update Peer Review Conference
 2017 Missouri Governmental Conference
 2017 AICPA Peer Review Must-Select Industry Update: Government Audit Standards

Ivan E. Beeman, CPA

2019 The Most Dangerous Elements of a GAAS Audit
 2018 The 2018 Yellow Book Revision
 2018 Advanced Topics in a Single Audit
 2018 Accounting & Reporting for Not-For-Profit Organizations
 2018 AICPA's Annual Update: Top Governmental & Not-For-Profit Auditing Issues
 2017 AICPA Peer Review Must-Select Industry Update: Government Audit Standards

Brandon Carlson, CPA

2019 Auditing Not-for-Profit Entities
 2019 Missouri Governmental Conference
 2018 Latest Developments in Nonprofit Accounting and Auditing
 2018 Missouri Governmental Conference
 2017 Latest Developments in Government and Nonprofit Accounting and Auditing
 2017 Fraud & Abuse in Not-For-Profit Entities and Governments
 2017 Missouri Governmental Conference

Stephanie Harris, CPA

2019 Non-Profit Accounting & Financial Reporting
 2019 Missouri Governmental Conference
 2018 In Focus Not-For-Profit and Governmental Accountants Webcast
 2018 Missouri Governmental Conference
 2017 Preparing Basic Financial Statements for State and Local Governments
 2017 Latest Developments in Government and Nonprofit Accounting and Auditing
 2017 Missouri Governmental Conference

CITY OF RAYTOWN, MISSOURI AUDIT TEAM

We have selected from our strength to propose the following team for your audit this year:

Michael E. Groszek, CPA - Partner in the field
Ivan E. Beeman, CPA - Quality Control Partner
Brandon Carlson, CPA - Manager
Stephanie Harris, CPA - Senior

Resumes for each team member are included on the following pages.

Troutt, Beeman & Co., P.C. historically does not experience significant staff turnover. We have several long-time employees. The three partners have been with the firm 40, 26, and 17 years. Our computer specialist has been with the firm 32 years, our payroll specialist has been with our firm 41 years, and our tax manager has been with our firm 18 years.

Our professional audit staff typically stay with us several years. However, like other CPA Firms, we do occasionally have staff turnover. We are pleased to point out that in the past three years we have had no staff turnover.

Our philosophy has been to invest in our people for the long-term. We are not a large firm and like our clients, we value long-term relationships. We do not anticipate turning over the staff or partner on your engagement. Efficiencies are gained on both sides with continuity on the job and we embrace this concept.

IVAN E. BEEMAN, CPA

Butch graduated from Missouri State University and moved right into a position in our Harrisonville office. As the firm grew, Butch gained strong experience in the audit area. He began to serve in an in-charge capacity for a number of not-for-profit and local governmental audit clients, including several cities, fire districts and water districts. Three years after joining the firm, Butch was admitted to partnership.

Butch is a member of the AICPA and the Missouri Society of CPAs. He is licensed to practice in both Missouri and Kansas.

He has held several committee positions in his industry's organizations, and is a Past Chairman of the Board for the Missouri Society of CPAs. He is currently completing a three year term as a member of the Missouri Society of CPAs Education Foundation.

As an active and contributing member of his community, Butch is past president of both the Kiwanis and the Chamber of Commerce. He served three terms as a board member of the Cass R-IX School District, including two years as president. He is currently serving on the board of the Cass Regional Medical Center Foundation Board of Directors where he is a past President.

Butch is also active in the peer review process, performing about 20 reviews annually. He is a former chairman of the West Report Acceptance Body and the Peer Review Executive Committee for the State of Missouri.

MICHAEL E. GROSZEK, CPA

After graduating from Rockhurst College in December 1987, Mike joined the national firm of Grant Thornton. At Grant Thornton, Mike was heavily involved with serving manufacturing and real estate clients.

In 1991, his audit background earned him a position with International Paper as a traveling auditor. At International Paper, Mike participated in several large paper manufacturing audits and was a member of several quality improvement teams. In this capacity, Mike gained a great deal of experience with various manufacturing processes and testing and designing internal controls.

When Mike wanted to return to the public accounting profession in 1992, Troutt, Beeman & Co., P.C. selected him for their audit team. In this capacity, he conducts audits, reviews and compilations for a wide variety of businesses and nonprofit entities. His expertise in the governmental area encompasses counties, municipalities, water districts, and hospitals. Mike has served as field in-charge on all of our municipal clients who apply for the Excellence in Financial Reporting Award.

Mike was admitted to the partnership in July, 1997.

Mike has been active in Junior Achievement, children's charities and his church.

Mike is a member of the AICPA and the Missouri and Kansas Society of CPA's. He is licensed to practice in both Missouri and Kansas.

Mike is also active in the peer review process, performing about 20 reviews annually. He currently serves on the West Report Acceptance Body and the Peer Review Executive Committee for the State of Missouri.

In 2017 Mike was a speaker at the Missouri Society Governmental Conference in Columbia, MO.

BRANDON CARLSON, CPA

Brandon joined Troutt, Beeman & Co. as a senior auditor in 2013. During his tenure with the firm, he passed the CPA exam, completed a two-year leadership training course, and expanded his expertise in governmental and not-for-profit audits. In January of 2016, he was promoted to Audit Manager. He has over 10 years of experience auditing governmental and not-for-profit entities.

Brandon is licensed to practice in both Missouri and Kansas.

He received his Bachelor of Science degree in Accounting from Emporia State University. Brandon also received a Masters of Business Administration in Accounting from Emporia State University.

He is a member of the American Institute of Certified Public Accountants and Missouri Society of Certified Public Accountants. He is also a member of Toastmasters.

Brandon's involvement with the community includes serving as a volunteer coach in the Olathe Parks & Recreation program.

STEPHANIE HARRIS, CPA

Stephanie has been with Troutt, Beeman & Co. since 2016. She began her career in the Deloitte, Haskins & Sells tax department and after two years moved into the community association management field where she worked for 15 years and obtained her PCAM designation. She returned to public accounting in 2008. Her experience consists of audits of cities, counties, municipalities, nonprofits, election boards, church organizations, water districts and school districts; individual, partnership, corporate, nonprofit, and payroll tax reporting, as well as state and local tax incentive and grant work for companies in several states.

She received her Bachelor of Science degree in Accounting from the University of Missouri.

Stephanie is a Certified Public Accountant and is licensed to practice in Missouri.

She is a member of the American Institute of Certified Public Accountants and Missouri Society of Certified Public Accountants.

Stephanie exhibits her commitment to our community by her involvement in Bra Couture KC and Wake the World.

REFERENCES

All of our references listed below are current clients of our firm:

City of Belton Missouri

Sheila Ernzen, Finance Director
816-331-4331

Audit of financial statements
1996 through 2019, including
preparation of Comprehensive
Annual Financial Report

Engagement Partner: Michael Groszek
Engagement Hours: 400
Population: 23,000

City of Grain Valley, Missouri

Ken Murphy, Acting City Administrator
816-847-6294

Audit of financial statements
2011 through 2018

Engagement Partner: Michael Groszek and Ivan E. Beeman
Engagement Hours: 250
Population: 13,000

City of Butler, Missouri

Mr. Corey Snead, City Administrator
660-679-4182

Audit of financial statements
March 31, 2012 through 2019

Engagement Partner: Ivan E. Beeman
Engagement Hours: 225
Population: 4,250

Little Blue Valley Sewer District

Ms. Theresa Ryan, Finance Director
816-299-4631

Audit of financial statements
2018 through 2019

Engagement Partner: Ivan E. Beeman
Engagement Hours: 200

Jackson County PWSD No. 2, Raytown, Missouri

Mr. Pat Ertz, District Manager
816-353-5550

Audit of financial statements
2014 through 2019

Engagement Partner: Ivan E. Beeman
Engagement Hours: 140

PERFORMANCE SPECIFICATIONS

Scope of Work

Our audit will be performed in accordance with generally accepted auditing standards as set forth by the AICPA and will include such tests of the accounting records and other such auditing procedures as we consider necessary in the circumstances. This type of audit may disclose fraud or other impropriety, but it is not designed primarily for this purpose and should not be relied upon for this purpose.

Our audit will include a study and review of the City's system of internal accounting control. The purpose of the study and review of the financial accounting control system is to determine the scope of our audit work and is not performed to detect all errors in the processing of information. On the basis of our study and review of the internal accounting control system, we will make suggestions, where appropriate, for improving the system. If we should discover any significant deficiencies in the design or the operation of the system, we will disclose these to you in writing before the conclusion of the audit.

We will issue our audit report and express our opinion on the fair presentation of the financial statements in conformity with generally accepted auditing standards. We will also issue a report on compliance and internal control over financial reporting and a report on compliance and internal control over compliance applicable to each major federal program

Should we become aware of illegal acts or irregularities or indications of illegal acts, we will issue an immediate, written report to the Mayor, Board of Aldermen, City Manager, and City Finance Director as appropriate.

If, during the course of our audit, we discover issues which might require qualification of our report, we shall discuss such issues with City management prior to the issuance of our report.

The initial audit will cover the one-year period from November 1, 2018 through October 31, 2019. We will provide the City with a detailed audit plan and a list of schedules to be prepared by the City. We anticipate fieldwork to take approximately three weeks, and we will conduct the exit conference at the conclusion of fieldwork. Troutt, Beeman & Co. will submit drafts of the City's financial statements including the notes to the financial statements, single audit section, and supplementary data, as well as the Communication of Significant Deficiencies and Communication to Those Charged with Governance. The delivery of all drafts and final reports and financial statements will meet or exceed the time line set forth in the Request for Proposal.

The partner in charge of your audit will be available to attend one public meeting when the audit report will be discussed.

We will comply with all requirements listed in your proposal. In brief, Troutt, Beeman & Co., P.C. will audit the financial statements, notes to the financial statements, and conduct a single audit if needed. We will provide copies of all audit adjustments to the City's financial records and substantiating data for the adjustments.

Our work papers will be maintained for a minimum of five years, unless we are notified in writing by the City of the need to extend the retention period. We will make our working papers, available upon request, to the following parties or their designee:

1. City of Raytown
2. U.S. Government and State Agencies
3. Missouri State Auditor
4. Parties designated by the federal or state governments by the City of Raytown as part of an audit quality review process
5. Auditors of entities of which the City is a sub recipient of grant funds

In addition, we will respond to reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

SPECIFIC AUDIT APPROACH

The audit of a client usually consists of three phases: preliminary audit procedures, year-end procedures, and the post-audit critique and planning.

Preliminary audit procedures consist of the following:

- Reviewing the prior year's audit work papers and previously issued financial reports and management letters.
- Reviewing the City's accounting policies and procedures.
- Reviewing the City's adopted and final budgets.
- Reviewing both audit and accounting problems, if any, experienced during the previous examination.

Year-end procedures will consist of performing various tests in accordance with an audit program specifically designed for local governments, which we will further tailor to the specific needs and operations of the City of Raytown, Missouri. We estimate that the bulk of these procedures will be scheduled to begin at the time of fieldwork during January and February. Confirmations will be prepared during the audit planning at an earlier date.

Professional standards require that the auditor must gain sufficient understanding of an entity's internal control structure to plan the audit. We must know enough about the three elements of the control structure (the control environment, the accounting system, and control procedures) to recognize the potential for material misstatements that can occur and use this information in designing an effective audit plan. We will develop this understanding by interviewing appropriate personnel and completing a Government Planning Form that documents the various systems and procedures that are in place, and performing a detailed risk assessment. We will also obtain copies of any City documentation on procedures and policies. When procedural documentation by the City is not available, we may require written explanations, in memorandum or bullet point format, by City personnel. These systems and procedures are then tested by selecting a sample of transactions to see that the system is functioning appropriately.

The computer environment that the City has is a significant factor in your control structure. Consequently, we intend to utilize your software for the generation of the various income and expense reports. We will also conduct tests of disbursement procedures, including any related electronic data processing steps.

Analytical review in an audit engagement may take many forms and, according to professional standards, must be performed in the planning, execution and review stages of an audit. In the planning stage, we typically are looking at a comparison of the interim figures with the prior year's final amounts, as well as comparing the year-to-date figures against the City's budget. During the course of the audit, analytical review encompasses an evaluation of each line item. Those that vary by a predetermined dollar amount or percentage are further investigated. Also, we compare certain items against historical rates, percentages or amounts. The post-audit critique and planning phase referred to above is a self-examination of how successful we were in meeting the client's needs and our own expectations. Performing this critique at the close of the audit enables us to be better prepared for the following year.

Troutt, Beeman & Co., P.C. will utilize the City's staff to the greatest extent possible, consistent with professional standards. Typically this entails pulling documentation from your files, inquires of personnel, and preparing various work papers. We may utilize various reports/printouts from your accounting software. We will determine what reports would be beneficial to our audit during the planning stage, and will fully discuss them with you. Some typical reports are: accounts receivable and accounts payable aging schedules, budget to actual reports, capital asset listings, and year-to-date general ledgers.

Sample size and the extent to which statistical sampling is to be used on this engagement will be determined during our planning process. In similar governmental engagements, we have utilized sampling in capital assets, other assets, revenues and expenses, and in our audit of federal financial assistance.

During our planning stage we will review the City's federal financial assistance programs in detail, calculate materiality for the major programs, and determine the extent of our testing and sampling to be performed.

We shall communicate in a letter to management any significant deficiencies and material weaknesses found during the audit. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Non-significant deficiencies discovered by our firm shall also reported in writing to management, which shall be referred to in the report(s) on internal controls.

Further, we will assure ourselves that we provide the applicable communications to those charged with governance, specifically the Mayor and Board of Aldermen. Certain of these communications include, but are not limited to, the following:

1. The auditor's responsibility under generally accepted auditing standards
2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments
5. Other information in documents containing audited financial statements
6. Disagreements with management
7. Management consultation with other accountants
8. Major issues discussed with management prior to retention
9. Difficulties encountered in performing the audit

Staffing is anticipated to be as follows for each segment of the audit.

	<u>Partner</u>	<u>Manager</u>	<u>Senior</u>	<u>Total</u>
Planning				
Risk Assessment	6	10	4	20
Permanent File/Trial Balances/E	3	2	8	13
Major Funds/Materiality		2		2
Review prior workpapers	2	2		4
Audit Fieldwork				0
Cash			10	10
Accounts Receivable			10	10
Inventory			4	4
Prepays		2		2
Capital Assets			24	24
Payables, GASB 68, 71 and 75		6	8	14
Payroll			8	8
Debt		16		16
Fund Balance		2		2
Revenues		10		10
Expenses		8	8	16
Legal fees	4		2	6
SAS 99 Work/Unpredictability	4		4	8
Field review	24	6		30
Supervision	8	4		12
Financial Statements				0
Prep of Financial Statements	30	60	10	100
Review	8			8
Attendance of meeting	1			1
Total hours	<u>90</u>	<u>130</u>	<u>100</u>	<u>320</u>

TIMING

We would begin our planning of the October 31, 2019, audit immediately upon notification of being awarded the contract.

<u>Task or Event</u>	<u>Completion Date</u>
Audit Entrance Conference	January 31, 2020
Interim audit work - trial balance, major funds, confirmations, preparation of detailed audit plan and list of schedules to be prepared by the City	January 31, 2020
Preliminary planning, analytical review, general procedures and administration	January 31, 2020
Systems evaluation including documentation and testing of the internal control structure and assessing control risk.	February 28, 2020
Substantive audit procedures related to:	February 28, 2020
<ul style="list-style-type: none"> Cash and investments Receivables/revenues Inventory Capital assets Liabilities Long-term debt Payroll Other traditional audit areas Review workpapers 	
Exit conferences	February 28, 2020
Draft of audit report and management letter	April 20, 2020
Final signed audit report delivered	May 1, 2020

The ability to reach the above scheduled timeline will be dependent upon the availability of work papers from the predecessor auditor as well as the cooperation received from them for access to work papers, general ledger detail, and the preparation of the financial statements, footnotes, and recommended changes to those discovered during the audit.

OTHER SERVICES

In the event the City requires other services, we shall be available for consulting regarding any matters relating to financial reporting, budgeting, systems modification, allocation of funds received by the City as between the various funds, dealing with regulatory changes imposed by state or federal agencies, and investment policies. Our fees for such work will be billed to the City at our regular per diem rates, which will vary from \$130 to \$275 per hour according to the degree of responsibility involved and the experience level of the personnel assigned.

Thomas H. Sewell, CPA, LLC

P.O. Box 783 • 118 W. Locust • Independence, KS 67301
Phone: (620) 331-2170 • Fax: (620) 331-2176

Thomas H. Sewell, CPA
Jody Rice, CPA

Members of American Institute and
Kansas Society of Certified Public Accountants

System Review Report

To the Share holders of Troutt, Beeman & Co. P.C.
And the Peer Review Committee of the Missouri Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Troutt, Beeman & Co. P.C. in effect for the year ended June 30, 2016. Our Peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our review, we considered reviews by regulatory entities; if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Troutt, Beeman & Co. P.C. in effect for the year ended June 30, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Troutt, Beeman & Co. P.C. has received a peer review rating of pass.

Thomas H. Sewell, CPA, LLC

Independence, Kansas
December 13, 2016

**CITY OF RAYTOWN
Request for Board Action**

Date: November 25, 2019
To: Mayor and Board of Aldermen
From: Russell Petry, Director of Finance

Resolution No.: R-3263-19

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Staff is asking for authorization to spend in excess of \$15,000.00 with Tyler Technologies.

Analysis: The City currently utilizes INCODE and EnerGov software, a division of Tyler Technologies, Inc. INCODE houses all financial, purchasing, utility, payroll, human resources, cash collections, courts and customer service functions. EnerGov hosts permitting, licensing, inspections, and code enforcement and was implemented in FY 17-18. INCODE and EnerGov are essential in the day to day operations of our city. Keeping the updates and functionality of these resources provides efficiency for our City. Total \$95,610.00.

Budgetary Impact:

- Not Applicable
- Funds subject to appropriation of the Budget
- Budgeted item with available funds

101.42.00.100.53644
General Fund
Finance
IT
\$28,500.00

101.52.00.100.53644
General Fund
Court
IT
\$19,300.00

101.82.00.100.53644
General Fund
Com. Dev. Department
IT
\$31,000.00

501.42.00.100.53644
Sewer Fund
Finance
IT
\$16,810.00

A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT BY AND BETWEEN TYLER TECHNOLOGIES, INC. AND THE CITY OF RAYTOWN, MISSOURI FOR MAINTENANCE OF WINDOWS-BASED SOFTWARE PROVIDED BY INTERACTIVE COMPUTER DESIGNS, INC. IN AN AMOUNT NOT TO EXCEED \$95,610.00 FOR FISCAL YEAR 2019-2020

WHEREAS, the City of Raytown utilizes Tyler Technologies, Inc. for maintenance of the Windows-based software provided by Interactive Computer Designs, Inc. (hereinafter "INCODE") used for all financial, purchasing, utility, payroll, human resources, courts and customer service software; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has required Board of Aldermen approval for purchases in which the cumulative value with a single vendor exceeds \$15,000.00 during the fiscal year; and

WHEREAS, the cost to utilize Tyler Technologies, Inc. is anticipated to exceed \$15,000.00 in fiscal year 2019-2020; therefore, Board of Aldermen approval is required; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve the continuation of an agreement with Tyler Technologies, Inc. for maintenance of the Windows-based software provided by INCODE and EnerGov for all financial, purchasing, utility, payroll, human resources, courts, permitting, licensing, inspections, code enforcement and customer service software in an amount not to exceed \$95,610.00 for fiscal year 2019-2020;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the continuation of an agreement with Tyler Technologies, Inc. for maintenance of the Windows-based software provided by INCODE and EnerGov for all financial, purchasing, utility, payroll, human resources, courts, permitting, licensing, inspections, code enforcement and customer service software in an amount not to exceed \$95,610.00 for fiscal year 2019-2020 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary and to take any and all actions necessary to effectuate the terms of the contract and the City Clerk is authorized to attest to the same.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of December, 2019.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form

Jennifer M. Baird, City Attorney