

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
DECEMBER 17, 2019
REGULAR SESSION NO. 16
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

Proclamations/Presentations

- ★ Proclamation recognizing David Haldiman

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 December 3, 2019 Board of Aldermen meeting minutes.

NEW BUSINESS

2. **FIRST READING: Bill No.: 6536-19, Section IX. AN ORDINANCE AMENDING CHAPTER 6, ANIMALS, ARTICLE III, CARE AND CONTROL REGULATIONS OF THE RAYTOWN MUNICIPAL CODE.** Point of Contact: Missy Wilson, Assistant City Administrator and Ray Haydaripoor, Community Development Director.
3. **R-3264-19: A RESOLUTION APPROVING AN AMENDED FORMAL AND COMPREHENSIVE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF RAYTOWN, MISSOURI FEE SCHEDULE.** Point of Contact: Russ Petry, Finance Director.
4. **R-3265-19: A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT WITH DEW FARMS, LLC FOR MOWING AND NUISANCE ABATEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$48,000.00 FOR FISCAL YEAR 2019-2020.** Point of Contact: Ray Haydaripoor, Community Development Director.

ADJOURNMENT

MINUTES
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

Mayor Michael McDonough called the December 3, 2019 Board of Aldermen meeting to order at 7:03 p.m. and Pastor Timmy Hensel of the River 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:

Robert Long, 6802 East 99 Terrace, Kansas City, MO
Tony Jacob, Raytown, MO
Chris Abma, 4408 Ridgeway Avenue, Kansas City, MO
Keith McLaughlin, 9115 E 58 Terrace, Raytown, MO

Communication from the Mayor

Mayor McDonough spoke on recent events and City business.

Alderman Ward left the dais at 7:35 p.m.

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 Alderman Greene and Alderman Bill Van Buskirk.

Alderman Ward returned to the dais at 7:38 p.m.

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.

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

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

Nays: None

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)

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

Jennifer Baird, City Attorney, presented the item and remained for any discussion along with Captain Beitling.

The item was discussed.

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

Discussion continued.

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

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

Nays: None

Became Ordinance 5633-19

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)

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

Missy Wilson, Assistant City, presented the item and remained for any discussion along with Don Bowlin, Manager of Fixed Route Contract Services for the Kansa City Area Transportation Authority.

The item was discussed.

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

Discussion continued.

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

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

Nays: Alderman Mary Jane Van Buskirk

Became Ordinance 5634-19

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.

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

Alderman Myers presented the item and handed out an exhibit with a proposed amendment to Sec. 8-405.-Application for rental dwelling permit, (b) Permit Renewal and Reinspection Period, (1):

- (1) ~~Beginning on May 1, 2022, and E~~very two (2) years ~~thereafter,~~

Alderman Mims, seconded by Alderman Aziere, made a motion to amend Sec. 8-405.-Application for rental dwelling permit, (b) Permit Renewal and Reinspection Period, (1) by striking:

- (1) ~~Beginning on May 1, 2022, and E~~very two (2) years ~~thereafter~~

The motion to amend was discussed.

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

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

Alderman Mims, seconded by Alderman Aziere, made a motion to adopt as amended.

Discussion continued.

Alderman Ward made a motion to amend Sec. 8.412.-Inspection, enforcement and non-inspected statement, (g) by adding the following language to the end of the paragraph:

When an occupying resident on the lease objects, the City shall not seek a warrant without articulating specific grounds causing the City to believe that:

- 1) there is an imminent risk to persons or property; or
- 2) one or more specific violations exist, and that entry is necessary to evaluate.

Discussion continued.

Ross Nigro, City Prosecutor, joined the discussion and discussion continued.

Alderman Ward rescinded his motion to amend.

Discussion continued.

Alderman Walters, seconded by Alderman Bill Van Buskirk, made a motion to continue the item to a future meeting.

Discussion continued.

Alderman Walters' motion, seconded by Alderman Bill Van Buskirk, failed by a vote of 2-8.

Ayes: Aldermen Walters, Ward

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

Alderman Mims' motion to adopt as amended, seconded by Alderman Aziere, was approved by a vote of 9-1.

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

Became Ordinance 5635-19

Alderman Myers made a final comment regarding the item.

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.

Damon Hodges, City Administrator, asked the Board to consider continuing the item to a date certain of January 7, 2020.

Alderman Mims, seconded by Alderman Mary Jane Van Buskirk, made a motion to continue to a date certain of January 7, 2020.

The continuation of the item was discussed.

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

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

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.

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

Damon Hodges, City Administrator, presented the item and remained for any discussion.

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

The item was discussed.

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

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

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.

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

Russ Petry, Finance Director, presented the item and remained for any discussion along with Michael Groszek of Troutt Beeman & CO.

The item was discussed.

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

Discussion continued.

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

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

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.

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

Russ Petry, Finance Director, presented the item and remained for any discussion.

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

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

ADJOURNMENT

Alderman Mims, seconded by Alderman Aziere, made a motion to adjourn. The motion was approved by a majority of those present.

The meeting adjourned at 8:52 p.m.

Teresa M. Henry, MRCC
City Clerk

CITY OF RAYTOWN
Request for Board Action

Date: December 11, 2019

Bill No.: 6536-19

To: Mayor and Board of Aldermen

Section No.: IX

From: Missy Wilson, Assistant City Administrator

Ray Haydaripoor, Community Development Director

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Board of Aldermen approval to amend a section of Chapter 6 of the Raytown Municipal Code regarding tethering of animals.

Recommendation: Municipal Committee recommends approval as submitted.

Analysis: This issue was first brought to the Board of Aldermen as a discussion item by Alderman Jim Aziere on November 19, 2019. At that time, a motion was made and approved by the Board to refer the matter to the Municipal Committee to discuss and bring back a recommendation to the full Board.

The Municipal Committee reviewed the suggested changes to the current Animal Control, Division 2, Restraint and Confinement code in addition to hearing from City Prosecutor, Ross Nigro and Community Development Director, Ray Haydaripoor.

The Municipal Committee took the following action:

Alderman Aziere, seconded by Alderman Walters, made a motion to change the Animal Control, Division 2, Restraint and Confinement section of City Code to clarify an animal owner must be in the same vicinity of the animal and visible when an animal is tethered on owner's property. The motion was approved by a vote of 3-2.

Alderman Walters, seconded by Alderman Ward, made a motion to send the proposed change, as approved by the Committee, to the Board of Aldermen to be considered at the December 17, 2019 meeting. The motion was approved by a vote of 4-1.

Alternatives: Not approve the proposed repeal and amendments to Chapter 6.

Budgetary Impact:

Not Applicable

Attachments: Municipal Committee meeting draft minutes and amended Ordinance Chapter 6.

AN ORDINANCE AMENDING CHAPTER 6, ANIMALS, ARTICLE III, CARE AND CONTROL REGULATIONS OF THE RAYTOWN MUNICIPAL CODE

WHEREAS, it has been determined that amendments to Chapters 6 are needed regarding tethering in the City of Raytown.

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

SECTION 1 – AMENDMENT OF CHAPTER 6, ANIMALS, ARTICLE III, CARE AND CONTROL REGULATIONS. That Chapter 6 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 _____ day of January, 2020.

Michael McDonough, Mayor

ATTEST:

Approved as to Form

Teresa M. Henry, City Clerk

Jennifer M. Baird

EXHIBIT "A"

Sec. 6-103. - Animals to be adequately restrained; tethering.

- (a) It shall be unlawful for an owner, keeper or harbinger of an animal or fowl to keep said animal without it being adequately restrained.
- (b) It shall be unlawful for an owner, keeper or harbinger of an animal or fowl to allow such animal to run at large.
- (c) It shall be unlawful for an owner, keeper or harbinger of animal to tether the animal outside except when the owner, keeper or harbinger of the animal is ~~visibly supervising the animal, whether outside or from inside a residence~~ **visibly supervising the animal, whether outside or from inside a residence outside in the same vicinity as the animal and within visibility range.**
- (d) Nonpoisonous snakes shall be kept in locked, escape-proof cages and shall not be permitted to escape while being handled by owner, keeper or handler.
- (e) Cats regardless of age or sex which cause injury to persons or damage to property or that create a nuisance shall be deemed not adequately restrained.

MINUTES
Municipal Committee
December 3, 2019
8:00 PM or Immediately Following Board of Aldermen Meeting
City Hall Council Chambers

Alderman Bill Van Buskirk, chair, called the December 3, 2019 meeting to order at 9:08 p.m.

Roll Call

Roll was called by Missy Wilson, Assistant City Administrator and attendance was as follows:

Present: Alderman Bill Van Buskirk, chair; Alderman Derek Ward; Alderman Janet Emerson; Alderman Jim Aziere; Alderman Greg Walters

Approval of the October 15, 2019 Minutes

Alderman Walters, seconded by Alderman Aziere, made a motion to adopt. The motion was approved by a vote of 5-0.

Ayes: Aldermen Walters, Aziere, Emerson, Van Buskirk, Ward
Nays: None

DISCUSSION ITEMS

- 1) Consideration of proposed changes to City Code Chapter 6-Animal Control, Division 2 Restraint and Confinement for the purposes of limiting tethering.

Missy Wilson, Assistant City Administrator, presented the item.

The item was discussed.

Alderman Walters, seconded by Alderman Aziere, made a motion to amend Sec. 6-103 – Animals to be adequately restrained; tethering (c):

- (c) It shall be unlawful for an owner, keeper or harbinger of animal to tether the animal ~~outside except when the owner, keeper or harbinger of the animal is outside in the same vicinity as the animal and within visibility range~~ **in the City of Raytown.**

The motion failed by a vote of 2-3.

Ayes: Aldermen Walters, Aziere
Nays: Aldermen Emerson, Ward, Van Buskirk

Alderman Aziere, seconded by Alderman Walters, made a motion to recommend to the full Board of Aldermen, the item as it was presented. The motion was approved by a vote of 3-2.

Ayes: Aldermen Aziere, Walters, Van Buskirk
Nays: Aldermen Emerson, Ward

Alderman Walters, seconded by Alderman Ward, made a motion to bring the item to the full Board of Aldermen during the December 17, 2019 meeting. The motion was approved by a vote of 4-1.

Ayes: Aldermen Walters, Ward, Aziere, Van Buskirk
Nays: Alderman Emerson

Adjournment

Alderman Ward, seconded by Alderman Walters, made a motion to adjourn. The motion was approved by a vote of 5-0.

The meeting adjourned at 9:51 p.m.

DRAFT

CITY OF RAYTOWN
Request for Board Action

Date: December 11, 2019
To: Mayor and Board of Aldermen
From: Russell Petry, Finance Director

Resolution No.: R-3264-19

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____



Action Requested: Staff requests approval of the updated fee schedule prior to January 1, 2020 so that the revised fees can be implemented.

Analysis: With the approval of the Bill No. 6535-19 on December 3, 2019, there is a need to revise the fee schedule to include fees appropriate to the bill. Also, the removal of EMS fees from the schedule is necessary due to the move of EMS to the Fire District as of 10/31/2019. In addition, the business license language is revised to include more clear language regarding business license fees charged to financial institutions.

Exhibit A will show the changes to the fee schedule currently recommended by staff.

The revised schedule also includes fees charged by the Parks & Recreation Department to make the schedule more comprehensive of all City fees.

Budgetary Impact: No expenses are applicable to this revision, but it will have some positive impact on revenues collected by the City.

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

Additional Reports Attached: Exhibit A

A RESOLUTION APPROVING AN AMENDED FORMAL AND COMPREHENSIVE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF RAYTOWN, MISSOURI

WHEREAS, amending a formal Schedule of Fees and Charges by the City is desirable to achieve fiscal stability in obtaining the City's overall policy goals and objectives; and

WHEREAS, the Board of Aldermen find it in the best interest of the citizens of the City of Raytown to adopt an amended formal and comprehensive Schedule of Fees and Charges set forth in Exhibit "A" attached hereto;

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

THAT the formal and comprehensive Schedule of Fees and Charges set forth in Exhibit "A" attached hereto and made a part hereof by reference is hereby approved and adopted.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of December, 2019.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

EXHIBIT A

Fee Type	Current Fee	Proposed Fee	Code Reference / Notes
BUSINESS LICENSE			
Financial Institutions Business License	\$50	\$20/\$1M average Deposits	Sec. 10-52(4)
Adult Entertainment Application Fee	0	\$25.00	Sec.10-460
Tattoo Establishment	0	New - \$300 Renewal - \$200	Sec. 10.533(d)
Massage/Model Studios & Body Painting Studios Employee Permit	0	\$25.00	Sec. 10-315(a)
Not for Profit Business License	Not Specified	\$25.00	Sec. 10-52
POLICE			
Security Plan Review (When Required)	0	\$25/facility	
LIQUOR CONTROL			
Liquor License Tasting – Original package	0	\$25	Sec. 4-79
PROPERTY MAINTENANCE AND ANIMAL CODE ENFORCEMENT			
City Animal Tag Replacement	0	Unaltered - \$10.00 Altered - \$5.00	Sec. 6-182(7)
COMMUNITY DEVELOPMENT			
Rental Dwelling Permit Fee	0	<ul style="list-style-type: none"> ➤ 1-50 Dwelling Units: \$15 per dwelling unit. ➤ 51-100 Dwelling Units: \$615 or \$12 per dwelling unit, whichever amount is more. ➤ 101-150 Dwelling Units: \$1115 or \$11 per dwelling unit, whichever amount is more. ➤ 151-200 Dwelling Units: \$1520 or \$10 per dwelling unit, whichever amount is more. ➤ 201 or more Dwelling Units: \$1820 or \$8 per dwelling unit, whichever amount is more. 	Sec. 8-405(a)(1) and Sec. 8-405(b)(1)

EXHIBIT A

<p>Rental Dwelling Inspection Certificate Fee</p>	<p>0</p>	<ul style="list-style-type: none"> ➤ Inspection Certificate Fee: Total Dwelling Units 1-19: \$20 per dwelling. ➤ Inspection Certificate Fee: Total Dwelling Units 20 or greater within a single structure: \$25 per dwelling inspected. Units shall be inspected annually. ➤ Inspection Certificate Fee: Total Dwelling Units 20 or greater within multiple structures: \$25 per dwelling inspected. Units shall be inspected annually. ➤ Re-Inspection Fee-No fee until after the 2nd re-inspection for the same certificate, then the City will charge an additional \$20/hr. for every re-inspection. ➤ Inspection Certificate Fee for Change in Occupancy: \$20 per dwelling. 	<p>Sec. 8-412</p>

CITY OF RAYTOWN
Request for Board Action

Date: December 11, 2019

Resolution No.: R-3265-19

To: Mayor and Board of Aldermen

From: Ray Haydaripoor, Director of Community Development

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____

Action Requested: Approval from the Board of Aldermen of the resolution authorizing the execution of continuation of an agreement between the City of Raytown and DEW Farms, LLC to provide Nuisance Abatement Services for the Neighborhood Services Division of the Community Development Department. Total purchases to exceed \$15,000.00, but not to exceed fiscal year 2019-2020 budgeted amount.

Recommendation: Staff recommends approval.

Analysis: The Community Development Department proposes to continue the agreement with DEW Farms, LLC to provide the City of Raytown with services for nuisance abatement and mowing related to the city's code enforcement activities. Through the contract, DEW Farms, LLC provides abatement of various property maintenance violations such as junk, trash and debris; brush and branch removal, and mowing of weeds and grass in excess of eight (8) inches in length.

Alternatives: Not approve the expenditure and direct staff to cease providing nuisance abatement and mowing services as part of the city's code enforcement activities.

Budgetary Impact:

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

Fund:	General Fund
Account:	101-82-00-100-53597
Budget Amount:	\$48,000.00

Additional Reports Attached:

- Agreement with DEW Farms, LLC for Nuisance Abatement & Mowing Services.

A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT WITH DEW FARMS, LLC FOR MOWING AND NUISANCE ABATEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$48,000.00 FOR FISCAL YEAR 2019-2020

WHEREAS, the City of Raytown (the "City") issued an invitation to bid for mowing and nuisance abatement services to the City of Raytown on April 24, 2017; and

WHEREAS, the Community Development Department received one (1) bid in response to the invitation and has determine the bid submitted by DEW Farms, LLC to be the lowest and best bidder qualified to provide such services; 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 DEW Farms, LLC for such purposes in an amount not to exceed \$48,000.00 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 for mowing and nuisance abatement services with DEW Farms, LLC as set forth in "Exhibit A" for such purposes in an amount not to exceed \$48,000.00 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 17th day of December, 2019.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

CONTRACT FOR NUISANCE ABATEMENT SERVICES

THIS AGREEMENT made and entered into this 11th day of July, 2017 by and between the City of Raytown, a Missouri municipal corporation, hereinafter referred to as the "City" and DEW Farms, LLC, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the accomplishment of the work and services described in this Contract is necessary and essential to the operation of the City; and

WHEREAS, the City desires to engage the Contractor to render services as described in this Contract, and the Contractor is willing to perform such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the parties hereto hereby agree as follows:

ARTICLE I DESCRIPTION OF PROJECT

The Contractor shall mow of residential and commercial properties; remove overgrown vegetation and brush from residential and commercial property; remove junk, trash, and debris from residential and commercial properties; board up abandoned properties; and remove standing water from swimming pools and rank ponds as directed by City of Raytown Neighborhood Services.

ARTICLE II CONTRACTOR'S SCOPE OF SERVICES

The Contractor shall perform services relevant to the Contract in accordance with the terms and conditions set forth herein, and as provided in Request for Bids, attached hereto and incorporated by reference herein.

The Contractor hereby agrees that, immediately upon the execution of this Contract and upon receipt of notification by the City, the Contractor will enter upon the duties herein prescribed. The City is not liable and will not pay the Contractor for any services rendered before written authorization is received by the Contractor from the City.

The Contractor shall mow residential and commercial property. Residential property may be fenced with a thirty-size (36) inch gate opening. Commercial property may be large fields with grass up to four (4) feet tall. All grass shall be cut to a height not to exceed three (3) inches, except vacant lots or open fields, which shall be to a height not to exceed four (4) inches. Vegetation must be cut up to the street pavement, including any adjacent ditch area or right-of-way. This includes any area between the property line and the curb or street pavement line whether improved or unimproved. Cut vegetation in the ditch as low as possible. Trimming should be done around any structure including trees, poles, shrub beds, walkways, lawn statuary, etc. Special care shall be given when trimming around trees as to not inflict damage to the tree bark, limbs or trunk. Grass clippings must be removed from all residential and commercial property after mowing. Raking is not required if firm is using a high quality mulching mower.

Grass clippings may not be thrown into city streets or drainage ways. Large clumps of cut vegetation must be removed from the yard. Mowing in residential areas shall be completed during the hours of 7:00 AM to 7:00 PM.

The Contractor shall remove and/or trim overgrown vegetation such as vines, tall grass, ground cover, brush, etc. on residential or commercial property.

The Contractor shall remove (load and transport) junk, trash and debris on residential or commercial property. Contractor must dispose of all junk, trash and debris to an off-site location.

The Contractor shall board up abandoned buildings to prevent entry.

The Contractor shall remove standing water in abandoned swimming pools or rank ponds.

Contractor shall be able to receive work orders via fax and limit the services to those specified in the work order issued by Neighborhood Services. Contractor shall complete work assigned by the City within three calendar days of work order being issued. It is the responsibility of the Contractor to notify the Neighborhood Services Department if the work order cannot be completed in consecutive days due to equipment failure. Failure to comply with required response time can be grounds for termination of the contract. If mowing is interrupted by inclement weather, the Contractor shall give top priority to completing the job at the earliest possible date.

The contractor agrees to employ, train and supervise adequate personnel with appropriate qualifications and experience to provide the services outlined herein. The Contractor will observe established standards of safety and shall take all necessary safety precautions to protect the general public, Contractor's employees, and City employees and facilities from injury or damage. The Contractor shall immediately notify the City of any accident or incidents which occur as a result of the Contractor's activities on the premises.

Contractor shall take extra care when trimming around trees or other lawn items. Trees will be inspected by a City representative for damages caused by the Contractor. Any damages found shall be documented to the Community Development Director and the Contractor. The Contractor agrees to repair or replace at own expense any damages to trees or other lawn items.

The Contractor shall be courteous and tactful when in contact with the public. The Contractor will not tolerate any type of workplace violence committed by or against its employees. The Contractor will prohibit its employees from making threats, carrying concealed weapons or engaging violent activities, or in connection with City property or the services to be provided under this Contract.

In the event that a nuisance is not abated correctly or sufficiently by the Contractor or is not, the Contractor agrees to return to the designated sight within 24 hours of notification by the City.

**ARTICLE III
CHANGES IN SCOPE**

If changes occur either in the Contractor's Scope of Services or the Description of the Project, a supplemental agreement may be negotiated at the request of either party. All modifications to this Contract must be in writing and signed by the parties hereto.

**ARTICLE IV
CONTRACTOR'S FEE**

Contractor shall submit invoices for payment to City of Raytown, Neighborhood Services Department at 10000 East 59th Street, Raytown, MO 64133. Invoices may be emailed to Chuckc@raytown.mo.us. Each invoice shall include the following information:

- A. Work Order Number
- B. Date Work Order Issued
- C. Date Work Order Started
- D. Date Work Order Completed
- E. Type of Service(s) Rendered
- F. Itemized Cost per Type of Service Provided and Unit Price
- G. Before and After Photos of Services Provided (time and date stamped)
- H. Copy of Receipts for Disposal of Trash and/or Debris (if applicable)

Contractor must take photographs of all property before AND after any nuisance abatement work is completed. The photographs should clearly identify the property; clearly show the nuisance to be abated; be signed and dated by the firm; and be of a quality to be used as evidence in municipal court if necessary. The photographs should accompany the Contractor's invoice for work completed and will become property of the City.

The City and its agencies are exempt from State and Local Sales taxes. All transactions resulting from an executed agreement shall be deemed to have been accomplished within the State of Missouri.

**ARTICLE V
COMPLIANCE WITH LAW**

The Contractor agrees to comply with all federal, state, and local regulations related to the performance of the Contract. Specifically the Contractor shall obtain a City of Raytown Occupational License during the term of the Contract.

**ARTICLE VI
TERMINATION**

This contract may be terminated by either party upon thirty (30) days in advance written notice to either party; but if any work or services hereunder is in progress, but not completed as of the notice of termination, then the said contract may be extended upon written approval of the City until the work and/or services are completed and accepted by the City.

In the event that the contract is terminated or cancelled for the convenience by the City, without the required thirty (30) days in advanced written notice, then the City shall negotiate reasonable termination costs if applicable.

In the event that this contract is terminated for cause by the City, termination will be preceded by a fourteen (14) day correction period effective upon delivery to the Contractor receiving written notification from the City. In the event of termination for cause by the City, compensation for services rendered by the Contractor up to the date of written termination shall be offset by the City's reasonable cost to mitigate or correct the effects of such termination.

When funds are not appropriated or otherwise made available to support continuation of the contract in any fiscal year or project funding is not available at any time during the project, the agreement will be terminated by the City upon delivery to the firm of a written notice at least fourteen (14) days prior to the expiration of funding.

ARTICLE VII ASSIGNMENT

This Contract shall not be assignable except at the written consent of the parties hereto, and if so assigned shall extend to and be binding upon the successors and assigns of the parties hereto.

ARTICLE VII DISCLOSURE

The contractor hereby affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of Contractors to provide services to the City within two years preceding the execution of this Contract.

ARTICLE IX INDEMNITY

The Contractor agrees to indemnify, and hold harmless the City and its officers, agents, and employees from and against all suites, actions, attorney fees, costs, expenses or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any acts, error, or omission of the Contractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Contract.

**ARTICLE X
INSURANCE**

The Contractor agrees to procure and maintain at its expense insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of Missouri, covering all operations under this Contract, whether performed by it or its agents. Before commencing work, the contractor shall furnish to the City a certificate or certificates in a form satisfactory to the City showing that it has complied with this paragraph, naming the City as an additional insured on said policies. All certificates shall provide that the policy shall not be changed or canceled until at least thirty (30) days prior written notice shall have been given to the City. The firm shall provide evidence to the City that subconsultants, if any, shall maintain comprehensive general liability, automobile liability, workers' compensation, and professional liability insurance for not less than the amounts outlined for the submitting firm. Kinds and amounts of insurance required are as follows:

A. **Workmen's Compensation Insurance.** Workmen's Compensation Insurance for Contractor's employees in accordance with the provisions of the Workmen's Compensation Act of the State of Missouri.

B. **Liability Insurance.** .

a. Professional Liability – Professional Liability, or Errors and Omission Insurance protection in the minimum amount of \$1,000,000.00 per claim and annual aggregate.

b. Commercial General Liability –

i. Each Occurrence.....\$2,500,000.00

ii. Personal and Advertising Injury.....\$1,000,000.00

iii. Products-Completed/Operations Aggregate.....\$1,000,000.00

iv. General Aggregate.....\$1,000,000.00

v. Fire Damage.....\$50,000.00

vi. Medical Expense.....\$5,000.00

vii. Policy must include the following conditions:

1. Contractual Liability
2. Products/Completed Operations
3. Personnel/Advertising Injury
4. Independent Contractors

viii. Additional Insured: City of Raytown, Missouri

**ARTICLE XI
DISCRIMINATION PROHIBITED**

In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, disability or any other basis protected by state, federal or local law. The Contractor agrees to comply with applicable immigration laws, including the Immigration Reform & Control Act of 1990.

**ARTICLE XII
ADMINISTRATION OF AGREEMENT**

The City Administrator or his authorized representative shall administer this Contract for the City.

IN WITNESS WHEREOF, the parties hereto have executed this Contract to bind themselves, their partners, as successors, and legal representative of the day and year first above written.

Contractor: DEW Farms, LLC

The City of Raytown, Missouri

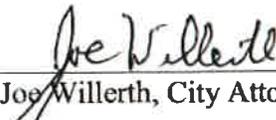

By: Doyle E. Weeks, Owner


By: Tom Cole, City Administrator

Attest:


Teresa Henry, City Clerk

Approved as to Form:


Joe Willerth, City Attorney