

**TENTATIVE AGENDA**  
**RAYTOWN BOARD OF ALDERMEN**  
**FEBRUARY 7, 2017**  
**REGULAR SESSION No. 43**  
**RAYTOWN CITY HALL**  
**10000 EAST 59<sup>TH</sup> STREET**  
**RAYTOWN, MISSOURI 64133**

**OPENING SESSION**  
**7:00 P.M.**

Invocation  
Pledge of Allegiance  
Roll Call

Presentations/Proclamations

- ★ Swearing in of Police Officers Dallas Burnette and Logan Dye

Public Comments

Communication from the Mayor

Communication from the City Administrator

Committee Reports

**STUDY SESSION**

Community for All Ages  
Cathy Boyer-Shesol, Project Manager, MARC

**LEGISLATIVE SESSION**

**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 January 17, 2017 Board of Aldermen meeting minutes.

**REGULAR AGENDA**

**OLD BUSINESS**

2. **SECOND READING: Bill No. 6437-17, 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 \$56,335.00 FOR FISCAL YEAR 2016-2017.** Point of Contact: Ray Haydaripoor, Community Development Director.

**NEW BUSINESS**

3. **R-2942-17: A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS TO COLLECTIVE DATA FOR MAINTENANCE AND SUPPORT OF THE SUPPLY UNIT SOFTWARE IN AN AMOUNT NOT TO EXCEED \$4,125.75 FOR FISCAL YEAR 2016-2017.** Point of Contact: Jim Lynch, Police Chief.

4. **R-2943-17: A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH DELTA INNOVATIVE SERVICES FOR THE RAYTOWN CITY HALL ROOF REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$230,000.00 FOR FISCAL YEAR 2016-2017. Point of Contact: Kati Horner Gonzalez, Public Works Director.
5. **R-2944-17: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH TREMCO FOR ROOFING SUPPLIES OFF THE AEPA COOPERATIVE PURCHASING CONTRACT IN AN AMOUNT NOT TO EXCEED \$105,000.00 FOR FISCAL YEAR 2016-2017. Point of Contact: Kati Horner Gonzalez, Public Works Director.
6. **R-2945-17: A RESOLUTION** AUTHORIZING AND APPROVING ADDITIONAL PAYMENTS TO THE AGREEMENT BETWEEN CONFLUENCE AND THE CITY OF RAYTOWN FOR DESIGN SERVICES FOR THE CENTRAL BUSINESS DISTRICT STREETScape PROJECT IN AN AMOUNT NOT TO EXCEED \$2,500.00 AMENDING RESOLUTION 2456-11 FOR A TOTAL AMOUNT NOT TO EXCEED \$208,255.00 AND AMENDING THE FISCAL YEAR 2016-2017 BUDGET. Point of Contact: Kati Horner Gonzalez, Public Works Director.

### **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;

### **ADJOURNMENT**

Next Ordinance No: 5569-17

**MINUTES**  
**RAYTOWN BOARD OF ALDERMEN**  
**JANUARY 17, 2017**  
**REGULAR SESSION No. 42**  
**RAYTOWN CITY HALL**  
**10000 EAST 59 STREET**  
**RAYTOWN, MISSOURI 64133**

**OPENING SESSION**  
**7:00 P.M.**

Mayor Michael McDonough called the January 17, 2017 Board of Aldermen meeting to order at 7:00 p.m. Mark Moon of the Raytown Community Interfaith Alliance provided the invocation and led the pledge of allegiance.

**Roll Call**

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

Present: Alderman Karen Black, Alderman Jim Aziere, Alderman Josh Greene, Alderman Janet Emerson, Alderman Mark Moore, Alderman Steve Meyers, Alderman Bill Van Buskirk, Alderman Eric Teeman

Absent: None

**Public Comments**

None.

**Communication from the Mayor**

Mayor McDonough reported that on January 6, 2017 he attended the Raytown School District Legislative Breakfast. Several Missouri State Representatives were present including Jerome Barnes of District 028, Richard Brown of District 027, and Rory Rowland of District 029.

On January 7, 2017 Mayor McDonough along with Aldermen Emerson and Van Buskirk attended the grand opening of the remodeled Wendy's.

On January 16, 2017 Mayor McDonough attended the annual Martin Luther King Jr. Scholarship and Legacy Award banquet in Johnson County, KS. Scholarship essays were read and judged. The Martin Luther King Jr. Legacy Award was given to Mayor Carson Ross of Blue Springs, MO.

Boy Scout Troop 283, was welcomed to the meeting for the completion of a merit badge requirement.

**Communication from the City Administrator**

Exemplary preparations for the past weekend's winter storm were led by Katie Horner Gonzalez including the first all-inclusive interdepartmental storm strategy session.

Three candidates for the Economic Development Administrator position have been selected and will be interviewed in the following week.

After meeting with a web development firm, further investigation will be done on opportunities for improving communication with the public through various website improvements.

The Personnel Manual is currently being reviewed by City staff directly.

## **Committee Reports**

Alderman Van Buskirk shared that January 2, 2017 marked the birth of his first great-grandchild, Easton Eugene.

Alderman Meyers reported that the Budget Committee met with full attendance along with Finance Director Burcher. The recent budget has been passed, but further discussion and review will continue as needed.

Alderman Emerson announced that the Martin Luther King Jr. celebration has been moved to Saturday, January 22 at 2:00 p.m. at the Raytown South High School auditorium.

## **LEGISLATIVE SESSION**

### **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 January 3, 2017 Board of Aldermen meeting minutes.

Alderman Emerson, seconded by Alderman Black, made a motion to approve the consent agenda. The motion was approved by a vote of 8-0.

Ayes: Aldermen Emerson, Black, Teeman, Van Buskirk, Meyers, Moore, Emerson, Greene  
Nays: None

### **REGULAR AGENDA**

2. **SECOND READING: Bill No. 6436-17, Section XIII. AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE JACKSON COUNTY BOARD OF ELECTION COMMISSIONERS TO UTILIZE CITY HALL AS A POLLING PLACE FOR THE 2017 CALENDAR YEAR.** Point of Contact: Teresa Henry, City Clerk.

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

Alderman Van Buskirk, seconded by Alderman Teeman made a motion to adopt. The motion was approved by a vote of 8-0.

Ayes: Aldermen Van Buskirk, Teeman, Greene, Moore, Black, Aziere, Emerson, Meyers  
Nays: None

**It Became Ordinance No.: 5568-17**

### **NEW BUSINESS**

3. **FIRST READING: Bill No. 6437-17, 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 \$56,335.00 FOR FISCAL YEAR 2016-2017.** Point of Contact: Ray Haydaripoor, Interim Development & Public Affairs Director.

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

Interim Director of Development & Public Affairs, Ray Haydaripoor, introduced KCATA representative Shawn D. Strate and both remained available for discussion.

Discussion included that the contract now allows for the KCATA and the Community to review the contract as needed to ensure the program does not exceed the contractual subsidy.

4. **R-2934-17: A RESOLUTION** APPROVING THE APPOINTMENT OF RAY HAYDARIPOOR AS THE DEVELOPMENT & PUBLIC AFFAIRS DIRECTOR FOR THE CITY. Point of Contract: Tom Cole, City Administrator.

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

City Administrator, Tom Cole, provided his endorsement for Ray Haydaripoor as the new director of Development & Public Affairs.

Alderman Emerson, seconded by Alderman Teeman made a motion to adopt. The motion was approved by a vote of 8-0.

Ayes: Aldermen Emerson, Teeman, Van Buskirk, Greene, Moore, Aziere, Black, Meyers  
Nays: None

5. **R-2935-17: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT WITH TRUMAN HERITAGE HABITAT FOR HUMANITY FOR THE OPERATION OF A MINOR HOME REPAIR PROGRAM IN AN AMOUNT NOT TO EXCEED \$20,000.00. Point of Contract: Ray Haydaripoor, Interim Development & Public Affairs Director.

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

Ray Haydaripoor, Interim Director of Community & Public Affairs, provided that this is a continuation and slight budgetary increase from the previous year's contract and remained for questions.

Discussion included that this program provides a public service to address code violations in the City. There was some concern that the Habitat for Humanity charity should not be funded by taxpayer funds.

Alderman Greene, seconded by Alderman Moore made a motion to adopt. The motion was approved by a vote of 7-1.

Ayes: Aldermen Greene, Moore, Emerson, Black, Meyers, Aziere, Teeman  
Nays: Alderman Van Buskirk

6. **R-2936-17: A RESOLUTION** AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT WITH RAYTOWN ANIMAL HOSPITAL, INC. FOR VETERINARY SERVICES ASSOCIATED WITH ANIMAL CONTROL IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2016-2017. Point of Contact: Ray Haydaripoor, Interim Development & Public Affairs Director.

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

Ray Haydaripoor, Interim Director of Community & Public Affairs, provided the overview that this resolution is a continuation of a 2015 contract with Raytown Animal Hospital and remained for questions.

Discussion included confirming that the funding comes from the General Fund and that this contract has provided an improvement to animal welfare and public services.

Alderman Greene, seconded by Alderman Black made a motion to adopt. The motion was approved by a vote of 8-0.

Ayes: Aldermen Greene, Black, Meyers, Van Buskirk, Emerson, Moore, Aziere, Teeman  
Nays: None

**7. R-2937-17: A RESOLUTION AUTHORIZING THE CONTINUATION OF AN AGREEMENT WITH RAYTOWN ANIMAL HOSPITAL, INC. FOR ANIMAL BOARDING SERVICES ASSOCIATED WITH ANIMAL CONTROL IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2016-2017. Point of Contact: Ray Haydaripoor, Interim Development & Public Affairs Director.**

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

Ray Haydaripoor, Interim Director of Community & Public Affairs, provided that this resolution is in connection with R-2936-17 and remained for questions.

Alderman Aziere, seconded by Alderman Moore made a motion to adopt. The motion was approved by a vote of 8-0.

Ayes: Aldermen Aziere, Moore, Teeman, Greene, Van Buskirk, Black, Emerson, Meyers  
Nays: None

**8. R-2938-17: A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH STIVERS STAFFING SERVICES, INC. IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2016-2017. Point of Contact: Teresa Henry, City Clerk.**

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

Teresa Henry, City Clerk, provided that current temporary staffing in the City is nearing its threshold and this resolution is to protect the City from breaking that threshold while staying within budgeted amounts.

Alderman Teeman, seconded by Alderman Van Buskirk made a motion to adopt. The motion was approved by a vote of 8-0.

Ayes: Aldermen Teeman, Van Buskirk, Moore, Aziere, Black, Meyers, Greene, Emerson  
Nays: None

**9. R-2939-17: A RESOLUTION AUTHORIZING AND APPROVING THE REPURPOSING OF A 2009 GMC SAVANNA AMBULANCE. Point of Contact: Jim Lynch, Police Chief.**

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

Jim Lynch, Chief of Police, provided an overview of the plans for the repurposing and use of the vehicle and remained available for questions.

Discussion included, that the vehicle will primarily be used in trainings and crisis situations.

Alderman Black, seconded by Alderman Aziere made a motion to adopt. The motion was approved by a vote of 8-0.

Ayes: Aldermen Black, Aziere, Greene, Van Buskirk, Meyers, Moore, Emerson, Teeman  
Nays: None

10. **R-2940-17: A RESOLUTION** AUTHORIZING AND APPROVING A CONTINUATION OF AN EXISTING SERVICE AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN AND MCKESSON FOR EMS BILLING SERVICES AND SUPPLIES INCLUDING INTEGRATED PATIENT CARE REPORTING SOFTWARE AND RELATED HARDWARE AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$77,220.00 FOR FISCAL YEAR 2016-2017. Point of Contract: Doug Jonesi, Emergency Medical Services Director.

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

Doug Jonesi, Emergency Medical Services Director, provided that this spending authority is for paying the City's ambulance billing company and remained for questions.

Discussion included that the software used for billing requires an annual subscription. Further, there are plans for a meeting with McKesson to review new contracts with a reduced rate to account for hardware that has already been paid for. A request for new proposals is necessary and in the meantime McKesson has been asked for more contract term options.

Alderman Aziere, seconded by Alderman Greene made a motion to adopt. The motion was approved by a vote of 5-3.

Ayes: Aldermen Aziere, Greene, Black, Van Buskirk, Teeman  
Nays: Aldermen Emerson, Moore, Meyers

11. **R-2941-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF MEDICAL SUPPLIES FROM MOORE MEDICAL LLC. OFF THE MID-AMERICA REGIONAL COUNCIL EMERGENCY RESCUE COMMITTEE (MARCER) COOPERATIVE PURCHASE CONTRACT IN AN AMOUNT NOT TO EXCEED \$60,779.00 FOR FISCAL YEAR 2016-2017. Point of Contract: Doug Jonesi, Emergency Medical Services Director.

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

Doug Jonesi, Emergency Medical Services Director, provided that this spending authority is for the annual purchase of medical supplies and remained for questions.

Discussion included that this cooperative purchase contract is for the medical supplies used on City ambulances.

Alderman Greene, seconded by Alderman Emerson made a motion to adopt. The motion was approved by a vote of 8-0.

Ayes: Aldermen Greene, Emerson, Teeman, Van Buskirk, Meyers, Moore, Aziere, Black  
Nays: None

## **ADJOURNMENT**

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

The meeting adjourned at 8:25 p.m.

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Teresa M. Henry, MRCC  
City Clerk

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** February 2, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Ray Haydaripoor, Community Development Director

**Bill No.:** 6437-17  
**Section No.** V-A

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

**City Administrator Approval:** \_\_\_\_\_

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**Action Requested:** Approve a contract with the KCATA for the 2016-2017 Metro Bus Service.

**Analysis:** This is a demand-response public transportation service (Metro Service) that the City has provided under contract with the KCATA since April 2001. The City of Kansas City, Missouri also pays the same amount as the City of Raytown to the KCATA for the Metro Bus Service as the service area extends beyond Raytown to make connections with the rest of the KCATA network to the north and to the south within Kansas City.

The hours of operation for the Metro Service 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 \$56,335.00. 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.

A presentation will be provided by the KCATA at a future Board of Aldermen meeting which will provide further details relating to the number of riders, origins and destinations of riders, and other service information over the past 12 months.

**Alternatives:** The City could choose not to participate in the Metro Bus 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

Fund: Transportation Sales Tax  
Account: Professional Services-204.62.00.100.52250  
Budget: \$60,000.00  
Amount: \$56,335.00

**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 \$56,335.00 FOR FISCAL YEAR 2016-2017**

**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 \$56,335.00.

**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 APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 7<sup>th</sup> day of February, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

Approved as to Form:

\_\_\_\_\_  
Joe Willerth, City Attorney

**KANSAS CITY AREA TRANSPORTATION AUTHORITY**

Contract for Transit Service

**RAYTOWN, MISSOURI**

**THIS CONTRACT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, 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, 2016, through October 31, 2017, 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 **\$56,335** estimate is based on the following components of cost and revenue to applied to this Agreement:

Local Service Cost	\$82,033
Passenger Revenue	<u>\$(4,583)</u>
Estimated Operating Loss	\$77,450
Local Operating Share	\$51,085
Local Capital Share	<u>\$5,250</u>
<b>Total Local Share</b>	<b>\$56,335</b>

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 **\$56,335**. 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:
- The Community's monthly Local Share will be one-twelfth of the Community's portion of the estimated total deficit amount.
  - 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.
  - 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.
  - 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 **\$77,450** is reached, KCATA's obligation to furnish services shall terminate. If the actual operating loss exceeds the estimated 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 60 days 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.

B. Americans with Disabilities Act of 1990 Special Service Provision

**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 Share-A-Fare, and these services shall be called Share-A-Fare 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 \$3.00 fare per trip charged to participants using Share-A-Fare service inside Raytown.
6. The KCATA shall render invoices to the City which shall include information on the number of Raytown Share-A-Fare 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 insure that any other services provided by Raytown, are in compliance with the Americans with Disabilities Act (ADA) of 1990 or subsequent regulations.

**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: \_\_\_\_\_  
Steven C. Klika, 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 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.

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.

**Twelve-Month Contract  
November 1, 2016 – October 31, 2017**

## **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 #253--Raytown Circulator** 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:** February 7, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Captain Doug Goode

**Resolution No.:** R-2942-17

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_ (only if funding requested)

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Approve an amendment to the Fiscal Year 2016-2017 Police Department budget per City purchasing policy.

**Recommendation:** Approve the resolution.

**Analysis:** In Fiscal Year 2015-2016, the Police Department purchased a Supply Unit Software program from Collective Data to track and manage all supplies, uniforms and equipment for the Police Department. The initial cost of the software was \$8,697.50, which included 5 concurrent users, 1 year of technical support and software updates, object revolution, web client and 2 days on-site training.

The first year of maintenance and support was included in the purchase price, which spanned Fiscal Year 2015-2016. The maintenance and support was scheduled to be renewed in Fiscal Year 2016-2017; however, that expenditure was not submitted for budget entry. As a result, the Police Department would like to reprioritize the General Fund Professional Services portion of the Police Department budget by utilizing funds budgeted for the scanning of inactive case jackets and miscellaneous to renew the maintenance and support of the Collective Data software. The amount of the renewal is \$4,123.75. The amount budgeted for scanning of the inactive case jackets was \$4,000.00 and \$500.00 was budgeted for miscellaneous unexpected expenditures. Delaying the scanning of the inactive case jackets to the next fiscal year will not be severely adverse to the workings of the Property and Supply Unit.

**Alternatives:** Not approve the resolution resulting in failure to maintain and update the software and risk system malfunction.

**Budgetary Impact:**

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

Amount Requested: N/A  
Fund: General  
Department: Police  
Professional Services

**Additional Reports Attached:** Collective Data Invoice

**A RESOLUTION AUTHORIZING AND APPROVING AN AMENDMENT TO RESOLUTION R-2456-11 RELATING TO A PROFESSIONAL SERVICES AGREEMENT WITH CONFLUENCE FOR THE DESIGN OF THE CENTRAL BUSINESS DISTRICT STREETScape IN AN THE EXPENDITURE OF FUNDS TO COLLECTIVE DATA FOR MAINTENANCE AND SUPPORT OF THE SUPPLY UNIT SOFTWARE IN AN AMOUNT NOT TO EXCEED \$4,125.75 FOR FISCAL YEAR 2016-2017**

**WHEREAS**, the City of Raytown Police Department currently uses a software program to track and manage all supplies, uniforms and equipment;

**WHEREAS**, the maintenance and support for such software program was not included in a line item in the Fiscal Year 2016-2017 Budget; however, through reprioritization, the funding is available without any amendment to the Budget; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the citizens of Raytown to authorize the expenditure of funds with Collective Data for maintenance and support of the supply unit's software through reprioritization in an amount not to exceed \$4,125.75 for fiscal year 2016-2017;

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

**THAT** the expenditure of funds with Collective Data for maintenance and support of the supply unit's software through reprioritization in an amount not to exceed \$4,125.75 for fiscal year 2016-2017 is hereby authorized and approved; and

**FURTHER THAT** the City Administrator and/or Police Chief are hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the bid award.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 7<sup>th</sup> day of February, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

\_\_\_\_\_  
Joe Willerth, City Attorney



# COLLECTIVE DATA

# Invoice

460 12th Ave. SE  
Unit 200  
Cedar Rapids, IA 52401

Phone: 800-750-7638

Fax: 319-665-4894

www.collectivedata.com

Collective Data Federal EIN is 39-1889090

**PAID**  
**12/19/2016**

**Bill To**

Raytown Police Department  
10000 E. 59th Street  
Raytown, MO 64133

Date	Invoice #
------	-----------

12/19/2016      14728

P.O. No.	Terms
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Quantity	Item Description	Rate	Amount
	Annual Renewal of Support and Maintenance, Includes Supported Version Guarantee from 02/02/2017 to 02/01/2018	4,123.75	4,123.75T

<b>Total Balance may not reflect payments or credits applied to account at time of invoicing. Pay only Current Amt. Due.</b>	<b>Subtotal</b>	\$4,123.75
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Payments/Credits</b>	-\$4,123.75
	<b>Current Amt. Due</b>	\$0.00

Thank you for your business.

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** February 1, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Kati Horner Gonzalez, Public Works Director

**Resolution No.:** R-2943-17

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

**City Administrator Approval:** \_\_\_\_\_

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**Action Requested:** Board of Aldermen approval and purchasing authority of the award of the City Hall Roof Replacement in the amount of \$230,000.00 to low bidder Delta Innovative Services.

**Recommendation:** Staff recommends approval as submitted.

**Analysis:** The current roofing system at City Hall is experiencing ongoing and increasing maintenance issues and expenses. This project will completely replace the existing roof at City Hall. The project will tie in to the HVAC replacement which will occur this spring. The roof replacement will be coordinated with the HVAC replacement to maximize the effectiveness of each project.

Bids were opened on November 29, 2016 and the low bid was selected for award of the project to Delta Innovative Services. The base bid was in the amount of \$190,800.00 for the installation of the roofing system resulting in a total project amount of \$290,306.00. Staff is requesting the purchasing authority of \$230,000 to accommodate for potential change orders. This is approximately 15% of the total project cost. Added to the cost of supplies, this results in a total project cost in the amount of \$335,000.00.

**Alternatives:** Leave existing roofing in place. This will result in continued expense for repair of the City Hall Roof which may result in leaks and damage to the interior of City Hall and its equipment.

**Budgetary Impact:** This project was budgeted in the amount of \$450,000.00.

<b>Labor</b>	<b>+</b>	<b>Supplies</b>	<b>=</b>	<b>Total Cost of Project</b>
<b>\$230,000.00</b>		<b>\$105,000.00</b>		<b>\$335,000.00</b>

- Not Applicable
- Budgeted item with available funds.
- Non-Budgeted item with available funds
- Non-Budgeted item with additional funds requested

Fund: Capital Sales Tax Fund  
Amount to Spend: \$230,000.00

**Additional Reports Attached:** Bid Results

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH DELTA INNOVATIVE SERVICES FOR THE RAYTOWN CITY HALL ROOF REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$230,000.00 FOR FISCAL YEAR 2016-2017**

**WHEREAS**, the City of Raytown (the "City") issued an invitation to bid on the Raytown City Hall Roof Replacement Project on November 29, 2016; and

**WHEREAS**, the Public Works Department received three (5) bids in response to the invitation and has determined that the bid submitted by Delta Innovative Services in the amount of \$190,800.00 was the most advantageous bid received; and

**WHEREAS**, the City finds Delta Innovative Services meet all of the qualifications as the lowest and best bidder for the project; and

**WHEREAS**, the City desires to enter into an agreement with Delta Innovative Services for the Raytown City Hall Roof Replacement Project in an amount of \$190,800.00 for such purposes; and

**WHEREAS**, funds for such purpose are budgeted from the Capital Improvement Sales Tax and such expenditure has been reviewed and on January 31, 2017 was recommended by the Special Sales Tax Oversight Review Committee as being consistent with voter intent; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$39,200.00 to fund any changes for a total amount not to exceed \$230,000.00.

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

**THAT** the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Delta Innovative Services in the amount of \$190,800.00 for the Raytown City Hall Roof Replacement Project, attached hereto as Exhibit "A" and incorporated herein, is hereby authorized and approved; and

**FURTHER THAT**, the Board of Aldermen finds it is in the best interest of the City to authorize and approve an additional \$39,200.00 to fund any changes a total amount not to exceed \$230,000.00; and

**FURTHER THAT** the City Administrator and/or his designee, is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 7<sup>th</sup> day of February, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

\_\_\_\_\_  
Joe Willerth, City Attorney



## BID RESULTS

### 2017 Raytown City Hall Roof Project

2:00pm, November 29, 2016

	<b>CONTRACTOR</b>	<b>Base Bid</b>
1.	<b>Delta Innovative Services Inc.</b>	\$287,706.00
2.	<b>Kirberg Company</b>	\$310,406.00
3.	<b>The Quality Roofing Company</b>	\$332,566.00
4.	<b>Cornell Roofing &amp; Sheet Metal Co.</b>	\$368,306.00
5.	<b>Flynn Group of Companies</b>	\$388,775.00

**Bid Tabulation**

**2017 Raytown City Hall Roof Project**

2:00pm, November 29, 2016

			1.		2.		3.		4.		5.	
			Delta Innovative Services		Kirberg Company		Quality Roofing Company		Cornell Roofing		Flynn Midwest, LP	
Description	Est. Qty.	Unit	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1. Roof Replacement	20,000	SF	\$ 9.25	\$ 185,000.00	\$ 10.495	\$ 209,900.00	\$ 11.625	\$ 232,500.00	\$ 13.120	\$ 262,400.00	\$ 14.321	\$ 286,429.00
2. HVAC Unit Metal Receiver	4	EA	\$ 800.00	\$ 3,200.00	\$ 250.00	\$ 1,000.00	\$ 140.00	\$ 560.00	\$ 1,600.00	\$ 6,400.00	\$ 710.00	\$ 2,840.00
X. WTI / Tremco Materials	1	LS	\$ 99,506.00	\$ 99,506.00	\$ 99,506.00	\$ 99,506.00	\$ 99,506.00	\$ 99,506.00	\$ 99,506.00	\$ 99,506.00	\$ 99,506.00	\$ 99,506.00
<b>TOTAL BASE BID:</b>			<b>\$ 287,706.00</b>		<b>\$ 310,406.00</b>		<b>\$ 332,566.00</b>		<b>\$ 368,306.00</b>		<b>\$ 388,775.00</b>	

Contingency Items:

3. Interior Ladder Rem. & Reinstall	1	EA	\$ 2,600.00	\$ 2,600.00	\$ 5,800.00	\$ 5,800.00	\$ 6,000.00	\$ 6,000.00	\$ 4,225.00	\$ 4,225.00	\$ 6,520.00	\$ 6,520.00
4. Bulb "T" Gypsum Deck Replacement (2x4 panel)	1	per panel	\$ 176.00	\$ 176.00	\$ 600.00	\$ 600.00	\$ 400.00	\$ 400.00	\$ 250.00	\$ 250.00	\$ 400.00	\$ 400.00
5. Wood Blocking Replacement	1	per brd ft	\$ 4.25	\$ 4.25	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 4.50	\$ 4.50	\$ 4.25	\$ 4.25
6. Drain Clamping Ring Replacement	1	EA	\$ 125.00	\$ 125.00	\$ 225.00	\$ 225.00	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 225.00	\$ 225.00
7. Drain Bowl Replacement	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,550.00	\$ 1,550.00

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** February 1, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Kati Horner Gonzalez, Public Works Director

**Resolution No.:** R-2944-17

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

**City Administrator Approval:** \_\_\_\_\_

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**Action Requested:** Board of Aldermen approval of purchasing authority of roofing supplies from Tremco in the amount of \$105,000.00, not to exceed budgeted amounts.

**Recommendation:** Staff recommends approval as submitted.

**Analysis:** The current roofing system at City Hall is experiencing ongoing and increasing maintenance issues and expenses. This project will completely replace the existing roof at City Hall. The project will tie in to the HVAC replacement which will occur this spring. The roof replacement will be coordinated with the HVAC replacement to maximize the effectiveness of each project.

The City is utilizing the Tremco government cooperative contract for the provision of roofing supplies. This approach allows for Tremco to provide an expert in roofing systems who has provided the development of the roofing designs, standards, and specifications. Tremco also inspects the work of the installer and guarantees the roofing material and installation.

**Alternatives:** Leave existing roofing in place. This will result in continued expense for repair of the City Hall Roof which may result in leaks and damage to the interior of City Hall and its equipment.

**Budgetary Impact:** This project was budgeted in the amount of \$450,000.00.

<b>Labor</b>	<b>+</b>	<b>Supplies</b>	<b>=</b>	<b>Total Cost of Project</b>
<b>\$230,000.00</b>		<b>\$105,000.00</b>		<b>\$335,000.00</b>

- Not Applicable
- Budgeted item with available funds.
- Non-Budgeted item with available funds
- Non-Budgeted item with additional funds requested

Fund: Capital Sales Tax Fund  
Amount to Spend: \$105,000.00

**Additional Reports Attached:** Project Sheet, Bid Results

**A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH TREMCO FOR ROOFING SUPPLIES OFF THE AEPA COOPERATIVE PURCHASING CONTRACT IN AN AMOUNT NOT TO EXCEED \$105,000.00 FOR FISCAL YEAR 2016-2017**

**WHEREAS**, the City of Raytown issued an invitation to bid on November 29, 2016 for the Raytown City Hall Roof Replacement Project; and

**WHEREAS**, the City is utilizing the AEPA Cooperative Purchasing Contract to purchase roofing supplies for the Raytown City Hall Roof Replacement Project; and

**WHEREAS**, funds for such purpose are budgeted from the Capital Improvement Sales Tax and such expenditure has been reviewed and on January 31, 2017 was recommended by the Special Sales Tax Oversight Review Committee as being consistent with voter intent; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the citizens of Raytown to authorize the expenditure of funds with Tremco for roofing supplies off the AEPA Cooperative Purchasing Contract in an amount not to exceed \$105,000.00 for fiscal year 2016-2017;

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

**THAT** the expenditure of funds with Tremco for roofing supplies off the AEPA Cooperative Purchasing Contract in an amount not to exceed \$105,000.00 for fiscal year 2016-2017 is hereby authorized and approved; and;

**FURTHER THAT** the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the bid award.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 7<sup>th</sup> day of February, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

\_\_\_\_\_  
Joe Willerth, City Attorney



## **BID RESULTS**

### **2017 Raytown City Hall Roof Project**

**2:00pm, November 29, 2016**

	<b>CONTRACTOR</b>	<b>Base Bid</b>
1.	<b>Delta Innovative Services Inc.</b>	\$287,706.00
2.	<b>Kirberg Company</b>	\$310,406.00
3.	<b>The Quality Roofing Company</b>	\$332,566.00
4.	<b>Cornell Roofing &amp; Sheet Metal Co.</b>	\$368,306.00
5.	<b>Flynn Group of Companies</b>	\$388,775.00

**PROJECT:** Replace Roof on City Hall

**FISCAL YEAR:** 2017

**PROJECT NO:** 17-CA-003

**FUND:** Capital Sales Tax

**DEPARTMENT:** Public Works

**PROJECT DESCRIPTION:** Replace Roof on City Hall



**NEED, JUSTIFICATION, BENEFIT:** According to available records, the roof has not been replaced since the building was built over 40 years ago. Various repairs have been made, but not a complete replacement. City Hall currently experiences several leaks onto the first floor, with accompanying damage to the facility.

**CONSEQUENCES OF DELAYING OR ELIMINATING THIS PROJECT:** City Hall currently experiences several leaks onto the first floor, with accompanying damage to the facility. The roof is old, and will continue to deteriorate and cause damage to the structure and interior finishes until it is replaced.

**THIS PROJECT IS RELATED TO THE FOLLOWING:** Replacement of the HVAC system will be complete prior to the replacement of the roof to eliminate seams that would occur if roof replacement were to occur prior to the HVAC replacement.

**EXPLANATION OF IMPACT ON OPERATING BUDGET:** Damage to the interior finishes of both floors could become a significant cost. Magnitude of the problem financially is not known at this time, but there has been some damage already.

**TIME-LINE/CURRENT STATUS:** A request for funding has been submitted with this project sheet for the 2017 budget year.

**COMMENTS:** Programming for the roof replacement has been delayed for several years. With the recent investments in the remodeling of City Hall, the investment should be adequately protected.

IMPACT ON OPERATING BUDGET:		FINANCING: Capital Sales Tax Fund	
2016	\$		
2017	\$450,000		
2018	\$		
2019	\$		
2020	\$		
5-YEAR TOTAL:	\$		

	Prior to 2016	2017	2018	2019	2020	After 2020	Total
Planning & Design							
Land							
Construction		\$450,000					\$450,000
Misc. Equipment							
Other							
<b>Total</b>		\$450,000					\$450,000

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** February 1, 2017

**Resolution No.:** R- 2945-17

**To:** Mayor and Board of Aldermen

**From:** Kati Horner Gonzalez, Director of Public Works

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

**City Administrator Approval:** \_\_\_\_\_

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**Action Requested:** Approval of professional services contract amendment.

**Recommendation:** Staff recommends approval.

**Analysis:** The City of Raytown selected Confluence to perform design services for the Downtown Streetscape Project and an agreement for design services was approved in the amount of \$205,755.00. The project, which has experienced a number of iterations, was low on budget prior to final design submittal to MoDOT. In anticipation of the needs for additional budget for construction services, previous City and Public Works leadership approved an agreement with Confluence adding an additional \$2,500.00 to the budget and increased the projected total to \$208,255.00.

In late 2016, an invoice was received from Confluence for services rendered during the construction of the Downtown Streetscape project which exceeded the original agreement of \$205,755.00. This prompted current staff to retrace the contractual agreements. Through this, staff identified that Board approval would be required prior to issuing payment in excess of the original contract amount.

**Alternatives:** Do not approve – this will impede payment for services already rendered.

**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:	Transportation Sales Tax
Amount	\$2,500.00

**Additional Information:** Contract document

**A RESOLUTION AUTHORIZING AND APPROVING ADDITIONAL PAYMENTS TO THE AGREEMENT BETWEEN CONFLUENCE AND THE CITY OF RAYTOWN FOR DESIGN SERVICES FOR THE CENTRAL BUSINESS DISTRICT STREETScape PROJECT IN AN AMOUNT NOT TO EXCEED \$2,500.00 AMENDING RESOLUTION 2456-11 FOR A TOTAL AMOUNT NOT TO EXCEED \$208,255.00 AND AMENDING THE FISCAL YEAR 2016-2017 BUDGET**

**WHEREAS**, pursuant to Resolution R-2456-11, the design services for the Central Business District Streetscape was awarded to Confluence on November 15, 2011 in an amount not to exceed \$205,755.00; and

**WHEREAS**, after a project review by MoDOT on March 27, 2015, additional services for revised specifications were needed to continue the project in the amount of \$2,500.00; and

**WHEREAS**, these expenses were not included in the original approved agreement; therefore, it is necessary to amend the Fiscal Year 2016-2017 Budget;

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

**THAT** the additional services in the amount of \$2,500.00 for work performed after a project review by MoDOT on March 27, 2015 are hereby authorized and approved;

**FURTHER THAT** Fiscal Year 2016-2017 budget adopted by Resolution R-2909-16 is hereby amended as follows:

**Transfer From:**

Transportation Sales Tax  
Unassigned Fund Balance - \$2,500.00

**Transfer To:**

Transportation Sales Tax Fund: \$2,500.00

**FURTHER THAT** the City Administrator and or his designee is authorized to execute all documents necessary to make payment thereon.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 7<sup>th</sup> day of February, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

Approved as to Form:

\_\_\_\_\_  
Joe Willerth, City Attorney

April 08, 2015

Jim Melvin  
Interim Public Works Director  
City of Raytown  
10000 E. 59<sup>th</sup> Street  
Raytown, MO 64133

Re: Raytown Downtown Streetscape- Amendment-1 Proposal

Dear Mr. Melvin:

Based on the MODOT comments dated March 27, 2015, Confluence is requesting additional services for revised specifications and submittal forms per the MODOT comments. Confluence will be handling MODOT comments 5-12. The City of Raytown will be handling MODOT comments 1-4. The City of Raytown will submit the provided revised specifications and submittal forms to complete the MODOT project review. Confluence has developed the below Amendment-1 proposal for your review and consideration to address those comments.

**SCOPE OF SERVICE:**

- 1: **Part One: Update Documents Per MODOT's Comments:**
- 1.1 Update specifications to incorporate MODOT comments.
  - 1.2 Provide letter to SHPO for 106 form
  - 1.3 Review of T&E database, creation of impacted species summary, and coordination with Missouri DNR to meet MODOT's LPA requirements.

The proposed additional fee associated with these additional services is *Two Thousand and Five Hundred Dollars (\$2,500.00)* increasing the total maximum fee of \$205,755.00 to \$208,255.00.

All other terms and conditions of said original agreement and previously approved amendments identified hereinabove that are not expressly amended, modified and or revised by this Amendment Agreement, shall remain unchanged and in full force and effect.

Please sign and return of one (1) copy, signed and dated in the spaces provided, will constitute your acceptance of this proposal and provide authority for proceeding to accomplish this work. To meet the two week MODOT schedule please provide a signed contract by end of day on 4.09.2015.

Sincerely,  
Confluence



Matt Evert, ASLA  
Project Manager

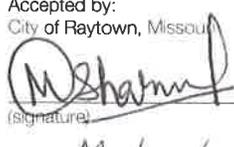
Cc: Chris Cline

Offered by:  
Confluence



04/08/15  
Wm. Christopher Cline (date)  
Principal/Vice President

Accepted by:  
City of Raytown, Missouri



04-09-2015  
(signature) (date)  
Name: Mahesh Sharma  
Title: City Administrator

**PROFESSIONAL SERVICES AGREEMENT**

Downtown Streetscape Design Services  
Raytown Project # 05-09-02 2011

**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter the "Agreement") made as of this 15<sup>th</sup> day of November, 2011, by and between the **CITY OF RAYTOWN, MISSOURI**, a Missouri Municipal Corporation (hereinafter the "City"), and **CONFLUENCE** (hereinafter the "Consultant").

**WHEREAS**, the City is in need of professional assistance in a technical field to prepare plans and specifications for the Project more fully described on Exhibit A attached hereto (hereinafter the "Project");

**WHEREAS**, the Consultant represents that it has sufficient experience and qualified personnel to perform, and the City desires the Consultant to perform, the professional services more fully described on Exhibit B attached hereto; and

**WHEREAS**, the City has determined, based upon information provided by the Consultant, that Consultant is qualified to provide the professional services described herein.

**NOW, THEREFORE**, the City and the Consultant, in consideration of their mutual covenants herein, agree in respect to the performance of professional services by the Consultant and the payment for those services by the City as set forth below.

**ARTICLE I**  
Scope of Services

The Consultant shall provide for the City professional services listed in attached Exhibit B, "Scope Details".

It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that the City may initiate deletions, modification or changes to the Services by advising the Consultant in writing of the change believed to be necessary. As soon thereafter as practicable, Consultant shall prepare a cost estimate of the change and shall inform the City of the adjustment in the compensation due Consultant under Article II applicable to such requested change. City shall then advise Consultant in writing of its approval or disapproval of the change. If City approves the change, a written contract amendment shall be executed by both parties and Consultant shall perform the services as changed and the adjustment in Consultant's compensation and/or the completion date set forth in the executed contract amendment shall become effective.

**ARTICLE II**  
Compensation

The City shall pay the Consultant for services performed as outlined in Article I as set forth on Exhibit C attached hereto.

### ARTICLE III

#### Time

The Consultant agrees to complete the services outlined in Article I within a time frame that will be in accordance with the Federal Highway Administration project obligation requirements. In absence of written directions to the contrary, receipt of the executed Agreement shall be the Consultant's Notice to Proceed. The contract time includes reasonable review time by the City, and any other applicable governmental agencies.

Solely at the discretion of the City, an extension in time may be granted to the Consultant for delays determined by the City as unavoidable. Consultant may request extension of time stating fully the reasons for such request. Extensions for unavoidable delays shall be made in accordance with Article VI, Section 5.3 herein.

### ARTICLE IV

#### City's Responsibilities

City shall perform the following in a timely manner so as not to unreasonably delay the services of the Consultant:

1. provide design objectives and constraints, capacity and performance requirements, and budgetary limitations for the Project;
2. furnish reports, plans and surveys in its possession that pertain to the Project. Except for reports and surveys prepared specifically for this Project, the Consultant shall have an obligation to independently verify the information contained in reports, plans, surveys and maps, which are furnished by the City. City shall notify Consultant of any known material errors or omissions in the information provided;
3. arrange for access to enter upon public and private property as required for Consultant to perform services under this Agreement;
4. furnish design and construction standards;
5. examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by Consultant, obtain advice of attorney, insurance counselor and other consultant as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant;
6. sign and submit permits required by other local, state, and federal agencies;
7. attend design review meetings, pre-bid and pre-construction conferences, and construction meetings;
8. negotiate and pay for rights of way and easements necessary to complete the Project;
9. advertise the Project for construction bids, distribute bidding documents, and receive and open construction bids; and
10. identify, in writing, a primary point of contact through whom all communications to the Consultant shall be issued.

**ARTICLE V**  
Consultant's Responsibilities

In addition to the basic services identified in Article I "Scope of Services" the Consultant shall do the following:

1. comply with local, state and federal rules, regulations and laws pertaining to this Agreement that are applicable at the time the Consultant designs the Project, regardless of whether such requirements are specifically referred to in this Agreement. Consultant shall protect and indemnify the City and its officers and agents against any claims or liability to the extent caused by any violation of the same;
2. submit interim drafts and coordinate and attend draft review meetings as needed to meet Project requirements and City's design standards, and prepare final plans and specifications as required in Exhibit C, "Fee Hour Details;"
3. immediately upon expiration or termination of the Agreement, return to the City all of the studies, maps, and other data furnished to the Consultant by the City pursuant to this Agreement;
4. to the greatest extent permitted by law, indemnify and hold harmless the City, its elected officials, officers, employees, and agents, from all claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of or resulting from the performance of Consultant's services, provided that any such claim, damage, loss, or expense to the extent caused by the negligent or intentional act, error or omission of the Consultant, its subconsultants, anyone directly or indirectly employed or retained by any of them, or anyone for whose acts any of them may be liable, whether or not arising before or after completion of Consultant's services;
5. maintain throughout the duration of this Agreement insurance in the following minimum amounts:

(a)	Workers' Compensation and Employers' Liability	
	Worker's Compensation	Statutory
	Employers' Liability	\$1,000,000 each employee
		\$1,000,000 each accident
		\$1,000,000 policy limit
(b)	Comprehensive Automobile Liability	
	Bodily Injury	\$2,000,000 each person
		\$2,000,000 each accident
	Property Damage	\$2,000,000 each occurrence
(c)	Comprehensive General Liability	
	Bodily Injury	\$2,000,000 each person
		\$2,000,000 each accident
	Property Damage	\$2,000,000 each occurrence
(d)	Professional Liability Insurance	
		\$2,000,000 per claim
		\$2,000,000 annual aggregate

Consultant shall provide City with certification thereof upon request. All general liability and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed by the City in writing. All insurance carriers must be licensed to do business in the State of Missouri; carry a Best's policyholder rating of "A" or better and/or that is acceptable to the City; and carry at least a Class X financial rating. Consultant shall provide City with a certificate of insurance showing such coverage and naming the City as an additional insured. In the event such insurance coverage is canceled, the City shall be notified immediately;

6. employ persons qualified to efficiently perform the obligations and duties of the Consultant under this Agreement. If the City shall so direct, the Consultant shall remove from the Project any engineer, architect, surveyor, appraiser or other person employed by the Consultant in connection with the work;
7. furnish right-of-way and easement descriptions for negotiations, eminent domain proceedings, and maps and sketches as required by City; and
8. notify the City in writing in accordance with Article I of any changes in services, fees or schedules.

**ARTICLE VI**  
Miscellaneous

1. Controlling law. This Agreement is to be governed by the laws of the State of Missouri.
2. Assignment. None of the obligations of the Consultant under this Agreement shall be assigned without the approval in writing of the City.
3. Binding on Successors. This Agreement is binding upon and fully enforceable against the successors and assigns of the Consultant, whether or not consented to by the City.
4. Reuse of Information. Consultant shall retain ownership of information, including reports, surveys, designs, presentation graphics and creative products, furnished under this Agreement. Provided, however, City's right of reuse shall be unlimited in frequency and quantity and may be for completion of the Project, an extension of the Project by parties other than the Consultant, or for uses unrelated to the Project. When information is subject to third party royalties or license agreements, City shall pay such royalties and license fees associated with the reuse of the documents. City's reuse of the information without verification or adaptation by the Consultant shall be at the City's sole risk without liability or legal exposure to the Consultant. No additional compensation shall be due the Consultant for City's reuse of the information.
5. Termination for Default.
  - 5.1 Default. If the Consultant refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the City may notify the Consultant in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Consultant's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.
  - 5.2 Compensation. The City shall pay the Consultant the costs and expenses and reasonable profit for services performed by the Consultant prior to receipt of the notice of termination;

however, the City may withhold from amounts due the Consultant such sums as the City deems to be necessary to protect the City against loss caused by the Consultant because of the default.

5.3 Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Consultant shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Consultant has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City or any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of the causes set forth above, the Consultant shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Consultant to meet the terms of the Agreement. Upon request of the Consultant, the City shall ascertain the facts and extent of such failure, and, if the City determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Consultant's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience."

5.4 Erroneous Termination for Default. If, after notice of termination of the Consultant's right to proceed under the provisions of this Section, it is determined for any reason that the Consultant was not in default under the provisions of this Section, or that the delay was excusable under the provision of Subsection 5.3, and both the City and the Consultant agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. Otherwise, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Section entitled "Termination for Convenience."

6. Termination for Convenience.

6.1 Termination. The City may, when the interests of the City so require, terminate this Agreement in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Consultant specifying the part of the Agreement terminated and when termination becomes effective.

6.2 Consultant's Obligations. The Consultant shall incur no further obligations in connection with the terminated services and on the date set in the notice of termination the Consultant will stop work to the extent specified.

6.3 Compensation. The City shall pay the Consultant the following amounts:

- (a) All costs and expenses incurred by the Consultant for work accepted by the City prior to the Consultant's receipt of the notice of termination, plus a reasonable profit for said work.
- (b) All costs and expenses incurred by the Consultant for work not yet accepted by the City but performed by the Consultant prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and service not performed by the Consultant shall not be allowed or paid under any circumstances.

7. Disputes.

7.1 The City and Consultant agree that disputes relative to the Project or this Agreement should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis of the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, the Consultant shall proceed with its services under this Agreement as though no dispute exists; and provided further, that no arbitration proceedings shall be initiated by Consultant without the prior written consent of the City.

8. Representations. The Consultant states that:

8.1 The price submitted and the costs comprising same are independently arrived at without collusion.

8.2 The Consultant affirms 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 consultants to provide services to the City within two (2) years preceding the execution of this Agreement.

8.3 The Consultant represents that it has not retained and will not retain a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

9. Equal Employment Opportunity. During the performance of this Agreement, the Consultant agrees as follows:

9.1 The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Consultant will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

9.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry, and shall include the phrase "equal opportunity employer" or similar phrase approved by Missouri Commission on Human Rights.

9.3 The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

9.4 The Consultant shall assure that it and all subcontractors will comply with this Section 9.

9.5 If the Consultant shall fail, refuse or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the Agreement and such Agreement may be terminated, canceled or suspended, in whole or in part, and the Consultant may be declared ineligible for any further City contract for a period of up to one year. Provided, that if an Agreement is terminated, canceled or suspended for failure to comply with this Section, the Consultant shall have no claims for damages against the City on account of such termination, cancellation or suspension or declaration of ineligibility.

9.6 The Consultant shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment section of this Agreement and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS § 2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS §§ 2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS § 3601 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, and amendments thereto). Such records shall at all times remain open to inspection by an individual designated by the City for such purpose.

9.7 The Consultant, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made part of this Agreement.

10. Affidavit of Work Authorization. The Consultant shall comply with the requirements of Section 285.530 RSMo, which prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. The Consultant hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. In connection therewith, Consultant covenants that it is not knowingly in violation of Section 285.530 RSMo; that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project; and that its employees are lawfully eligible to work in the United States. Before commencing work on the project, the Consultant shall provide an Affidavit of Work Authorization in the form set forth in attached Exhibit "D" and adequate documentation of participation in a federal work authorization program (such as E-Verify).
11. Independent Contractor. It is agreed that Consultant is an independent contractor to the City and shall not be considered an employee. Consultant shall be responsible for and pay all taxes and withholdings required by law upon the compensation paid under this Agreement, and shall indemnify and hold harmless the City from liability in connection therewith.
12. Notice. Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if said notice is personally delivered or sent by First Class mail, postage prepaid, to the party to whom said notice is to be given. Notices delivered in person shall be deemed to be served effective as of the date the notice is delivered. Notices sent by First Class mail shall be deemed to be served seventy-two (72) hours after the date said notice is postmarked to the addressee, postage prepaid.

Until changed by written notice given by one party to the other, notice to the Consultant shall be made at the address set forth following the Consultant's signature block. Notice to the City shall be made as follows:

The City of Raytown  
10000 E. 59<sup>th</sup> Street  
Raytown, MO 64133  
Attn: Director of Public Works

12. Phraseology. In this Agreement, the singular includes the plural, the plural includes the singular and any gender includes the other gender.
13. Descriptive Headings. The descriptive headings of the provisions of this Agreement are formulated and used for convenience only and shall not be deemed to affect the meaning and construction of any such provision.
14. Amendments. This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.
15. Invalidity. In the event that any provision in this Agreement shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.
16. Waiver. The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right or remedy herein contained, should not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.
17. Merger. This Agreement and the documents incorporated by reference constitute the entire agreement between the parties with respect to the professional services set forth herein. There are no verbal understandings, agreements, representations or warranties between the parties which are not expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties, both written and oral.
18. Verbal Statements Not Binding. It is understood and agreed that the written terms and provisions of this Agreement shall supersede all verbal statements of any and every official and/or other representative of the City, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement.
19. Survivorship. Notwithstanding the termination of this Agreement, Consultant's obligations with respect to indemnification (Article V, Section 4) and insurance (Article V, Section 5), and any other terms and conditions which by their nature should survive termination, shall survive the termination of this Agreement.

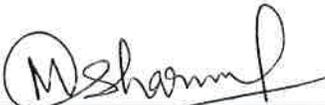
**ARTICLE VII**  
Exhibits

The following Exhibits are attached to and made a part of this Agreement:

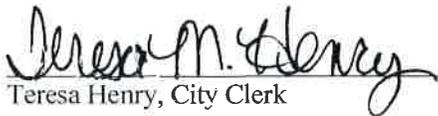
- Exhibit A. "Description of Project" consisting of one (1) page.
- Exhibit B. "Scope Details" consisting of nine (9) pages.
- Exhibit C. "Fee Summary" consisting of two (2) pages.
- Exhibit D. "Affidavit of Work Authorization" consisting of one page.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement the day and year first above written.

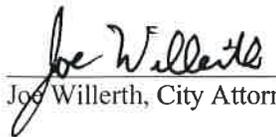
**CITY OF RAYTOWN, MISSOURI**

By:   
Mahesh Sharma, City Administrator

Attest:

  
Teresa Henry, City Clerk

Approved as to form by:

  
Joe Willerth, City Attorney

**CONSULTANT**

By:   
Wm. Christopher Cline

Title: Principal / Vice President  
Address: 417 Delaware, Kansas City, Missouri 64105

**EXHIBIT A**

**DESCRIPTION OF PROJECT**

## Exhibit A

### Description of Project

This project represents a significant opportunity for the City of Raytown to revitalize the physical appearance within the heart of the community. It also has the potential to spark resurgence through stimulating additional private-sector infill and redevelopment efforts. And as seen in other local streetscape revitalization projects, where public investment in streetscape improvement occurs – private investment in adjacent properties typically follows.

While these existing streets in Raytown have faithfully and tirelessly served the needs of motorists over the years, they have not lived up to their full potential to also serve the needs of pedestrians, bicyclists, transit, and adjacent commercial activity. Through a balanced and pragmatic approach to transforming the physical and aesthetic character of these streets, a true and authentic “sense of place” can be established – one that both complements the City’s unique history and speaks to its future as a vibrant community destination.

The streetscape design effort is anticipated to support a holistic and long-term vision for what this area can become. However, streetscape design is only one component in a much broader effort to revitalize urban districts. While the alignment of street lanes and sidewalks are a critical ingredient, it is also important to factor in the role that future programming of this new public realm can play in further supporting the community's goals – including hosting festivals and seasonal events – and to consider how the streetscape design decisions can promote these efforts. It is important to understand these relationships, as well as the many factors involved in shifting perception in the market, to eventually achieve the City's long-term goals for revitalizing the entire Downtown district.







## Exhibit B

### Scope Details

#### **TASK 1: SCHEMATIC DESIGN**

##### **1.1 PROJECT INITIATION MEETING**

An initial meeting with the City of Raytown Staff will be facilitated by our design team to clearly establish roles and responsibilities, identify project contacts and communication protocols, determine any initial data needs, and verify our proposed schedule of work with confirmed dates for key project milestones and deliverables. A key component of this meeting will be reviewing and confirming the anticipated CBD stakeholder and community involvement processes and timing.

This meeting will also include an introductory review of the priorities outlined in previous relevant plans and studies pertaining to Raytown's CBD, including any recent conceptual engineering studies for these streets completed by other consultants.

##### **1.2 STAKEHOLDER AND COMMUNITY DESIGN "KICK-OFF" MEETINGS**

Prior to our team launching into conceptual design, it will be important to meet with City staff and key identified CBD stakeholders to confirm the ideas and goals for this effort, and to reinforce a sense of ownership in the project.

A local project tour will be organized to provide an opportunity to benchmark specific streetscape design features and materials – specifically as to their applicability for use in this project. Costs for renting a 24-passenger mini-bus and lunch/refreshments for the group is included in the scope of services. This organized and facilitated one-day tour of relevant projects is anticipated to include:

- Downtown Lee's Summit
- Downtown Overland Park
- Kansas City's Main Street Corridor
- Kansas City's Second Street Corridor
- Kansas City's McGee Street Corridor
- Other local examples if time permits

At the conclusion of this tour, a walk-through of existing conditions in the CBD area will be undertaken in the project area to identify existing site conditions, challenges, and opportunities that should be further explored in the initial stage of design. A summary design discussion will be organized and facilitated at the conclusion of this tour, and will provide an opportunity to discuss the merits of specific design approaches, project features, and aesthetic considerations that could be incorporated into the planning process. A refined list of priorities will be created to serve as guiding principles for the streetscape design efforts.

Through a series of coordinated meetings with CBD stakeholders and the community, our team will outline the project schedule and our design and decision-making process. The intent is to establish an open and transparent dialogue with participants where their input is invited and encouraged at each key stage of design development.

The initial meetings will serve to “kick-off” the design process for our team to begin simultaneously working on the various design and engineering components of the project’s planning and implementation. In conjunction with City staff, we will clarify the status and overall direction of the project so that everyone understands the anticipated duration and process of moving the design forward within the understood requirements.

### **1.3 DATA GATHERING, SURVEY, AND BASE MAPPING**

We will attend an initial meeting with City staff to obtain any relevant base data which is currently available or obtainable in readily usable electronic format, including any publicly available development/redevelopment plans proposed for the CBD. Existing utility information will be solicited from the utility companies serving downtown and surrounding areas, and will be mapped for planning and coordination purposes. This existing base information provided by the City (or other available sources) will be utilized in the initial stages of conceptual streetscape planning for the project area – identified above. All improvements associated with this project are anticipated to utilize existing right-of-way, and no additional right-of-way acquisition is anticipated or included in this scope of services.

Our team will prepare a full survey of the Phase One project area utilizing GIS boundary information provided by the City. The survey limits are along the 63<sup>rd</sup> Street corridor - 400 feet west of Raytown Rd to Blue Ridge Blvd, north to E. 62<sup>nd</sup> Street with an expected corridor width of Right-of-Way to Right-of-Way of approximately 100 feet (50 feet each side of the existing centerline).

1. Existing Survey data will be utilized from City provided GIS mapping and supplemented with a conventional topography survey of the project limits.
2. Utility One-Call will be placed and utilized to get existing underground utility lines located. Utilities will then be located according to the field marked locations by Missouri One-Call System locators.
3. Horizontal Control will be established and approximately 5 Control Points will be set for future purposes. The Horizontal Control Datum will be referenced to Missouri State Plane Coordinate System, NAD 1983 (HARN), West Zone and modified to Project ground utilizing a Project Combination Adjustment Factor.
4. Vertical Control will be established and approximately 5 project Benchmarks will be set for future purposes. The Vertical Datum will be referenced to North American Vertical Datum 1988 (NAVD88).
5. Project deliverable will be a 2D conventional planimetric basemap at a drawing scale of 1"= 40' and a 3D contour basemap at 1 foot contour interval according to TranSystems Standards.
6. Existing Ownership and Right-of-Way establishment will be prepared and shown only by the provided GIS information. Any field data research and locations, Title Reports, preparation of Survey Descriptions and Tract Exhibits are excluded from this scope of services. It is understood if that if property acquisitions are needed then additional negotiations will be needed to accomplish this task.

An inventory and analysis of existing infrastructure based on the survey, previous studies, and site visit(s) will also be prepared.

### **1.4 SCHEMATIC DESIGN DEVELOPMENT (30% Plans)**

In order to expedite the design process, our team will proceed with the initial Schematic Design process utilizing existing GIS and other base information available from the City. We will begin exploring initial urban design, streetscape, and traffic ideas as identified in the RFP as well as those resulting from the initial series of stakeholder and community meetings. The schematic design process will include an alternatives analysis for potential roundabouts at the 63<sup>rd</sup> Street/Blue Ridge Boulevard and 63<sup>rd</sup> Street/Raytown Road intersections, consideration for

dedicated or shared bike lanes, and the number and width of vehicular travel lanes as identified in the RFP. No permitting assistance during any stage of the project is included in this scope of services, but can be added as an additional service as requested. Up to two City staff meetings are included in this scope of services.

### **Traffic + Alternatives Analysis**

Traffic counts and current levels of service for Blue Ridge Boulevard and 63<sup>rd</sup> Street within the project area will be determined, and proposed levels of service will be determined utilizing the improvements illustrated in the "MARC Complete Streets – Raytown & Kansas City Demonstration Projects".

Our team will perform a "high level" intersection alternatives analysis to determine feasibility of introduction of a round-a-bout(s) in lieu of signalized standard intersection(s) on 63<sup>rd</sup> Street. This will include:

1. Conduct 24-hour 2-way automatic traffic recorder counts on a typical weekday at the following locations:
  - a. 63<sup>rd</sup> Street between Raytown Road and Blue Ridge Blvd.
  - b. Raytown Road north and south of 63<sup>rd</sup> Street
  - c. Blue Ridge Blvd. north and south of 63<sup>rd</sup> Street
2. Conduct peak hour turning movement counts for 2 hours each during the AM and PM peak periods on a typical weekday at the intersections of 63<sup>rd</sup> Street with Raytown Road and with Blue Ridge Blvd. Obtain existing turning movement count data, if available, for the intersection of 63<sup>rd</sup> Street and Raytown Trafficway.
3. Review historical traffic growth data for the area to determine if a growth factor should be applied for future conditions analysis.
4. Perform operational analyses for the study intersections to evaluate various intersection control and lane configurations, such as roundabouts, traffic signals, two, three or four lane cross sections on 63<sup>rd</sup> Street, etc.
5. Identify the two to three most viable options and prepare sketches on an aerial photo base to illustrate the concepts.
6. Prepare a memorandum summarizing the findings.
7. Attend one meeting with the City to review the analysis and findings.
  - a. Identify and provide input on potential conflict points between proposed vertical/above grade improvements and existing infrastructure

### **Streetscape Aesthetics + Design Character**

While members of our team are developing and analyzing the results of the alternatives analysis, our team will also be simultaneously exploring streetscape design and location alternatives for specific amenities and enhancements. This will include an analysis of existing community character and urban design features that could influence the selection of street lighting, pedestrian lighting, site furnishings, and related streetscape amenities.

Our team will develop interactive design exercises and facilitate a collaborative workshop with identified CBD stakeholders to begin exploring and analyzing potential streetscape design alternatives for use in the project area. These features and improvements will include consideration of alternative storm water treatment techniques and "green solutions", complete streets methodologies, thematic and character elements, identification and wayfinding signage, barrier-free design considerations, and creative integration of on-site utility infrastructure.

Opportunities for integrating Raytown's unique community history into the streetscape design will also be explored. Our team is experienced with implementing innovative methods for communicating interesting historical perspectives and stories into the overall streetscape experience – which provides visitors and residents an opportunity to truly connect with the unique sense of place in these types of districts.

Crime Prevention Through Environmental Design (CPTED): An important aspect of any active business district is safety and security, especially during evening hours of operation. Our team will welcome representatives from the Raytown Police Department into this collaborative design process.

Public Art: The introduction of community art throughout the CBD can provide an important building block opportunity with the surrounding community. The incorporation and utilization of public art can assist in creating a unique sense of place and attraction for downtown Raytown. While no public art is included in this scope of services, consideration will be given to the City's future introduction of public art into the overall streetscape improvements.

At the conclusion of Task 1 – We will submit a complete set of Schematic Design documents for review and comment. Printing of the required number of plans for one complete submittal to MoDOT (per the LPA Manual requirements) is included in the scope of services. This set will include:

- Streetscape plans
- Traffic Alternatives Analysis Memo
- Utility coordination plans
- Proposed paving and walks
- Lighting
- Landscaping
- Potential public art opportunity
- Signage and character elements
- The plans will incorporate the actual field survey upon its completion

## **1.5 OPINION OF PROBABLE CONSTRUCTION COST**

We will develop and submit a schematic opinion of probable construction cost based on the Schematic Design documents.

## **TASK 2: PRELIMINARY PLANS**

During this phase of the project, our design team will prepare preliminary plans for the streetscape design improvements as identified in the RFP. These services will include:

### **2.1 FIELD CHECK**

The design team will conduct a field check project walk-thru with the appropriate City departments and interested stake holders/property owners in order to compare the Schematic Design plans with existing conditions in the corridor. Our team will identify and make note of any conflicts or items requiring specific attention such as site grades, utilities, adjacent street conditions and connections, adjacent buildings, coordination with bus and other transportation facilities, etc. Information obtained from this site visit will be incorporated into the plans during the Design Development phase.

## 2.2 PRELIMINARY PLAN DEVELOPMENT (60% Plans)

The design team will work with the necessary City departments to clarify and understand all review comments received. These will be used to assist our team in refining the Schematic Plans and to facilitate preparation of the Final Plans and Specifications outlined in Task 3 (below). Cost opinions will be refined at this time as well. This phase includes further coordination with all affected utilities and agencies including but not limited to Raytown Public Works, private utilities, and the KCATA. Of specific interest will be understanding any short or long-range improvements they may have planned that could either conflict with this project, impact construction scheduling, or could potentially be linked with this project to reduce multiple disruptions to the corridor and maximize the benefit of the financial investment.

### *Streetscape "Kit of Parts"*

During the Design Development phase, our design team will further develop and refine a collection of streetscape materials and fixtures from which to choose for inclusion in the streetscape "Kit of Parts". It is possible that there will be a different design vocabulary for 63rd Street or other surrounding higher traffic streets, and possibly even subtle design nuances to reflect different areas or districts throughout the CBD. Fixtures and materials will be compiled that reflect the direction of the schematic design input previously received from the CBD stakeholders.

At the completion of the Design Development phase, we anticipate streetscape fixtures and construction materials to be selected for incorporation in the final design documents. A preliminary landscape palette will be developed and an overall layout plan for site improvements will be prepared. Further engineering design and details will be produced to investigate and test any proposed surface or subterranean alternative storm drainage systems, utilities, and related infrastructure. Multi-modal design alternatives will be further refined in order to define the final roadway configuration that will be implemented.

### Street Lighting Upgrades

Simple improvements to basic elements like street lighting can have a significant visible impact on a district. Our team will evaluate the performance of the existing lighting facilities in the CBD and consider cost-effective ways to improve efficiency and uniformity of lighting for safe driving and pedestrian security. Likewise, we will investigate ways to modify/improve the color of illumination. This affects the ability to distinguish color at night, an obvious concern for police officers as well as business owners and nearby residents. Lighting is a major component of the perceived and "real" safety of an area and, if not addressed properly, can greatly hinder successful redevelopment and revitalization efforts. Our design team will work with City staff to evaluate the cost/benefit of LED lighting systems for street lighting and pedestrian systems.

### Corridor Improvements

At the conclusion of the Design Development phase, we will submit a 60% Complete set of design documents to appropriate parties for review and comment. This set will include further refined plans as outlined, as well as supplemental plans and details where needed. Printing of the required number of plans for one complete submittal to MoDOT (per the LPA Manual requirements) is included in the scope of services.

Our team will provide design development drawings and coordination for the following roadway improvements and design activities:

1. Required utility adjustments, upgrades, and extensions. This scope includes up to 6" (vertical) utility valve and manhole ring and cover adjustments only. If major unforeseen infrastructure improvement needs are discovered during the project, they will be brought to the City's attention and design of such improvements would be considered additional services to be provided with prior City approval
2. Investigate the opportunities to introduce alternative storm drainage BMP's during Schematic Design and provide hydrologic design/engineering, specifications for approved BMP's. Below ground BMP's are not included in this scope.
3. Investigate roadway reconfiguration opportunities to accommodate complete streets strategies (bike lanes, on street parking, roadway narrowing, etc.), assuming that the MARC proposed schematics will be acceptable. Upon approval of a design by the City provide necessary street improvement plans and specifications for construction according to proposed streetscape design and applicable design standards
4. Coordination of plans and details with Raytown PWD
5. Regulatory signage plans
  - a. Provide signage and pavement marking plans
  - b. A part of this design process includes reducing clutter and simplifying/consolidating signage to the minimum required. Investigate opportunities to minimize regulatory signs and consolidate signs to reduce posts, etc.
  - c. If special sign standards or guidelines are developed as a part of this streetscape design, they will be incorporated into the signage plans in coordination with overall streetscape plans and specifications (i.e. sign mounting location/method, fixture color, etc.)
6. Traffic control and construction sequencing plans and specifications
7. Erosion control plans (assumed 3 sheets) and specifications. Prepare SWPP and/or disturbance permitting if required.
  
8. Storm Drainage plans (assumed 1 profile sheet) and specifications. Analyze surface drainage within right-of-way only. Prepare storm drainage plans. Scope includes relocating existing inlets and connecting to the existing pipe network only. The scope does not include new inlets or upsizing of existing inlets.
9. Plan submittals for civil scope documents assumed at 1"=40' scale.
10. Traffic signal modifications
  - a. Prepare traffic signal modification plans at the 63rd Street intersections with Raytown Road and with Blue Ridge Blvd. to accommodate the proposed roadway improvements. It is



- Construction Staging, Sequencing and Traffic Control Plans – This item consists of design and drafting of a plan or plans indicating the recommended project staging and sequencing of construction. Minimizing disturbance to businesses and the general public will be a key element in generating these plans.
  - Demolition / Removal Plans – Prepare final plans showing existing project area conditions and indicating by notes and symbols the items to be removed, salvaged and / or protected.
  - Roadway (Re)Alignment Plans – Prepare final roadway horizontal and vertical control plans delineating curb and gutter locations, centreline configuration, and cross sections as needed for any new roadway sections.
  - Layout Plans – Prepare final layout plans indicating the proposed location to the nearest tenth of a foot of the proposed streetscape elements.
  - Grading Plans – Prepare final grading plans indicating the proposed location, to the nearest tenth of a foot, of the proposed streetscape and sidewalk elevations.
  - Storm Drainage / Utility Plans (as required) – Prepare final utility coordination plans at indicating the proposed location and details of proposed storm drainage improvements (“green and gray”) and of the proposed utility adjustments to coordinate with proposed streetscape improvements.
  - Construction Details – Prepare enlarged detail drawings in plan, cross section and / or isometric view to illustrate and explain the installation, fabrication and construction of the proposed project elements.
  - Electrical Plans and Details – This will consist of the design and preparation of plans and details for new or upgraded lighting systems, proposed specialty lighting, and other proposed improvements requiring electrical accommodations.
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- Planting Plans – Prepare plans illustrating the design and placement of new plantings with plant lists indicating plant species, size, quantity and special characteristics. These plans will also specify special soil mix requirements as appropriate for the urban conditions.
  - Pavement Marking and Signage – Prepare plan delineating all new pavement markings and regulatory signage requirements.
  - Project Manual – Prepare technical specifications to be incorporated into the project manual and bid documents to be assembled by the City.
  - Opinion of Probable Construction Cost – The design team will submit an opinion of probable construction costs along with each progress review submittal indicated above.

Up to two advisory committee meetings and one community open house meeting is included in this scope of services during this Task. Light refreshments for these meetings are also included in this scope of services. During Task 3 activities, our scope of services includes up to three review meetings with City staff, one meeting with the advisory committee, and one meeting with MoDOT staff.

#### **TASK 4: CONSTRUCTION OBSERVATION ASSISTANCE**

Members of our team will attend a pre-bid meeting to discuss the project requirements and assist the City in addressing any bidder questions. We will assist the City in issuing meeting minutes and addenda as needed.

Our team will also assist the City in reviewing and evaluating potential material substitutions proposed by the Contractor(s) – if allowed in the bidding documents - and to evaluate any bidder inquiries during the project bidding process.

Our team will be available to assist the City in observing construction and attending meetings in a supporting role – with the City taking the lead role in providing Construction Administration for implementation of the project.

#### **TASK 5: CBD STREETScape MASTER PLAN**

The City of Raytown has indicated a desire for a detailed, block-by-block streetscape master plan for the entire CBD. This is intended to include all proposed physical changes and improvements within the roadway rights-of-way for the specified corridors outlined in the City's RFP. The goal is to create a detailed overall master plan document illustrating streetscape improvements that can be utilized to guide future development of additional streetscape construction documents for additional phases of streetscape implementation beyond those identified in the Phase I project.

This plan will include an overall layout plan for the identified corridors and a block-by-block analysis of existing conditions (using available City base information and on-site observations) and proposed improvements. This plan is anticipated to be a 10-20 page document with both written descriptions and graphic illustrations to convey the proposed design concepts and recommended improvements.

Our team will incorporate the appropriate design details, streetscape product selections, and related information from our Phase I work, and will apply this information in a finished product to effectively communicate the ultimate streetscape master plan for the City of Raytown's CBD area. This will include the identification of an overall streetscape implementation strategy, related design information and engineering criteria, and opinions of probable construction cost for each future phase of construction identified through this design process.



**EXHIBIT C**  
**COMPENSATION**

The City agrees to pay the Consultant compensation for the services set forth in Exhibit B in accordance with the following:

1. **BASIC SERVICES:** Compensation for Basic Services as set forth in Exhibit B shall be billed at hourly rates as set forth in the attached hourly billing rate schedule as may be adjusted annually, plus noted direct expenses. City agrees to pay Consultant/Architect an amount not to exceed Two Hundred Five Thousand Seven Hundred Fifty-Five and no/100 dollars (\$205,755.00). The fee is based on the performance of the scope of services outlined in this Agreement.

Payments shall be made no more frequently than monthly as the work of the Consultant progresses, upon the presentation of a proper invoice following the submitted Fee Summary task schedule as provided in Exhibit C.

2. **ADDITIONAL SERVICES:** Compensation for additional services not specified in Exhibit B, but agreed to in accordance with Article I, shall be paid in accordance with the Consultant's hourly billing rates as set forth in the Fee Summary in Exhibit C.

**EXHIBIT D**  
**AFFIDAVIT OF WORK AUTHORIZATION**

Comes now WM. CHRISTOPHER CLINE (name of person signing affidavit) as VICE PRESIDENT (title of person signing affidavit) first being duly sworn, on my oath, affirm CONFLUENCE (company name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to RAYTOWN DOWNTOWN STREETScape (project name) for the duration of the contract, if awarded in accordance with RSMo Section 285.530(2). I also affirm that CONFLUENCE (company name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to RAYTOWN DOWNTOWN STREETScape (project name) for the duration of the contract, if awarded.

Attached hereto is documentation affirming enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).



Signature

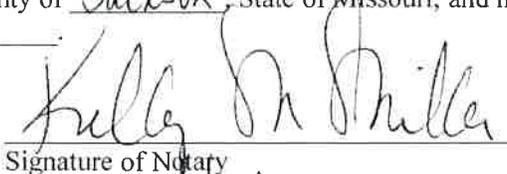
Printed Name: WM. CHRISTOPHER CLINE

Title: VICE PRESIDENT

Company: CONFLUENCE

Date: 11.14.11

Subscribed and sworn to before me this 15<sup>th</sup> day of November, 2011. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 2/17/2013.



Signature of Notary

Date: 11/15/11

KELLY M. MILLER Notary Public - Notary Seal State of Missouri Commissioned for Platte County My Commission Expires: February 17, 2013 Commission Number: 09668250
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