

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
JUNE 17, 2025
REGULAR SESSION NO. 5
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.
AND
ONLINE ZOOM WEBINAR

ZOOM.US/JOIN
WEBINAR ID: 844 5929 3525
PASSCODE: 236364

Invocation/Pledge of Allegiance
Roll Call

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;
- 610.021 (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore;

Public Comments

Comments from the Mayor
Comments from the City Administrator
Committee Reports

1. STUDY SESSION

KCATA IRIS Update and Future Public Transit Options
Missy Wilson, Assistant City Administrator

LEGISLATIVE SESSION

2. 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. An item designated for the Consent Agenda may be removed from the Consent Agenda at the request of the Mayor or an Alderman, where there is no objection by the remaining members of the Board. If there is an objection to removal of an item from the Consent Agenda, the item may be removed by a motion and vote of the Board.

2a. Approval of the Minutes from the June 3, 2025 Board of Aldermen meeting

2b. R-3714-25: A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF DAVID PENNINGTON AS THE WARD 4 REPRESENTATIVE TO THE SPECIAL SALES TAX REVIEW COMMITTEE. Point of Contact: Teresa M. Henry, City Clerk.

2c. R-3715-25: A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF DARRELL SWOFFORD AS AN AT-LARGE REPRESENTATIVE TO THE SPECIAL SALES TAX REVIEW COMMITTEE. Point of Contact: Teresa M. Henry, City Clerk.

REGULAR AGENDA

NEW BUSINESS

3. **FIRST READING: Bill No. 6692-25, Section V-A: AN ORDINANCE** AUTHORIZING AND APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL FOR FUNDING PHASE TWO OF THE LITTLE BLUE RIVER WATERSHED FEASIBILITY STUDY IN AN AMOUNT NOT TO EXCEED \$20,885.00. Point of Contact: Robinson Camp, Public Works Director.
4. **FIRST READING: Bill No. 6693-25, Section V-A: AN ORDINANCE** AUTHORIZING AND APPROVING A SURFACE TRANSPORTATION BLOCK GRANT PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR 53rd STREET ROCK ISLAND TRAIL CONNECTION IN RAYTOWN, MISSOURI. Point of Contact: Robinson Camp, Public Works Director.
5. **R-3716-25: A RESOLUTION** AUTHORIZING AND APPROVING A TOW MANAGEMENT SERVICES AGREEMENT WITH CFKAA LLC. Point of Contact: Robert Kuehl, Chief of Police.
6. **R-3717-25: A RESOLUTION** AUTHORIZING AND APPROVING PAYMENT TO INSITUTFORM TECHNOLOGIES, INC. IN THE AMOUNT OF \$21,500.00. Point of Contact: Robinson Camp, Public Works Director.
7. **R-3718-25: A RESOLUTION** AUTHORIZING AND APPROVING THE ACCEPTANCE OF THE MISSOURI SURFACE TRANSPORTATION BLOCK GRANT THROUGH MID-AMERICA REGIONAL COUNCIL FOR THE 53RD STREET ROCK ISLAND TRAIL CONNECTION PROJECT IN THE AMOUNT OF \$980,000.00. Point of Contact: Robinson Camp, Public Works Director.
8. **R-3719-25: A RESOLUTION** AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HG CONSULT INC TO PERFORM RAYTOWN MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) COMPLIANCE IN AN AMOUNT NOT TO EXCEED \$38,620.72 FOR FISCAL YEAR 2024-2025 AND AMEND THE FISCAL YEAR 2024-2025 BUDGET. Point of Contact: Robinson Camp, Public Works Director.
9. **R-3720-25: A RESOLUTION** AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF LEATH & SONS, INC. FOR SANITARY SEWER REPAIRS AT 8001 HEDGES IN AN AMOUNT NOT TO EXCEED \$30,328.10. Point of Contact: Robinson Camp, Public Works Director.
10. **R-3721-25: A RESOLUTION** AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF LEATH & SONS, INC. FOR STORM WATER REPAIRS AT 8409 HARVARD TERRACE IN AN AMOUNT NOT TO EXCEED \$41,195.00. Point of Contact: Robinson Camp, 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(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information relating to the performance or merit of an individual employee is discussed or recorded; and/or
- 610.021(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

ADJOURNMENT

MINUTES
RAYTOWN BOARD OF ALDERMEN
JUNE 3, 2025
REGULAR SESSION NO. 4
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.
AND
ONLINE ZOOM WEBINAR

Mayor Michael McDonough called the June 3, 2025, Board of Aldermen Regular Meeting to order at 7:16 p.m. Jonathan Slade of Reach Church provided the invocation and led the pledge of allegiance.

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

Present: Alderman Greg Walters, Alderman Theresa Tush, Alderman Loretha Hayden, Alderman Janet Emerson, Alderman Latrice Thomas, Alderman Theresa Garza, Alderman Josh Morales, Alderman Bonnaye Mims, Alderman Diane Krizek

Absent: Alderman Jim Aziere

Proclamations and Presentations

Mayor McDonough presented a proclamation to Dave Thurman, naming him the Truman Heartland Foundation 2025 Citizen of the Year for the City of Raytown.

Public Comments

None

Comments from the Mayor

Mayor McDonough spoke on recent events and City business.

Comments from the City Administrator

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

Committee Reports

Comments were shared by Aldermen Emerson, Garza, Mims, Hayden, Walters, and Tush.

STUDY SESSION

Parks & Recreation Annual Report
Dave Turner, Parks & Recreation Director

The item was presented by Dave Turner, Parks & Recreation Director.

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. An item designated for the Consent Agenda may be removed from the Consent Agenda at the request of the Mayor or an Alderman, where there is no objection by the remaining members of the Board. If there is an objection to removal of an item from the Consent Agenda, the item may be removed by a motion and vote of the Board.

1a. Approval of the Minutes from the May 20, 2025 Board of Aldermen meeting

1b. Approval of the Minutes from the May 27, 2025 Board of Aldermen Special Session

Alderman Mims, seconded by Alderman Emerson, made a motion to adopt. The motion was approved by a vote of 8-0-1-1.

Ayes: Aldermen Mims, Emerson, Garza, Hayden, Morales, Thomas, Tush, Krizek

Nays: None

Absent: Alderman Aziere

Abstain: Alderman Walters

REGULAR AGENDA

NEW BUSINESS

- 2. R-3713-25: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN ADP AND THE CITY OF RAYTOWN, MISSOURI FOR HUMAN RESOURCES INFORMATION SYSTEMS SOFTWARE IN AN AMOUNT NOT TO EXCEED \$28,613.33 FOR FISCAL YEAR 2024-2025. Point of Contact: Deewayne Hord, Human Resources Director.

Alderman Mims, seconded by Alderman Emerson, made a motion to adopt. The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Mims, Emerson, Krizek, Tush, Morales, Walters, Garza, Hayden, Thomas

Nays: None

Absent: Alderman Aziere

ADJOURNMENT

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

The meeting adjourned at 8:03 p.m.

Teresa M Henry, City Clerk, MRCC

CITY OF RAYTOWN Request for Board Action

DATE SUBMITTED: 06/12/2025

MEETING DATE: June 17, 2025

SUBMITTED BY:

DEPARTMENT: Administration

Document Type: Resolution

SUBJECT/REQUEST

R-3714-25: Appointment of David Pennington as the Ward 4 representative on the Special Sales Tax Review Committee

BACKGROUND/JUSTIFICATION

The Special Sales Tax Review Committee was originally established in 2002 to provide guidance and oversight on how money from the Transportation Sales Tax, Capital Improvement Sales Tax and Public Safety Sales Taxes approved by the voters is spent. In doing so, the Committee is required to meet at least once each quarter to monitor the plan.

The Committee is comprised of one citizen member from each of the five Wards selected by mutual agreement of the Aldermen elected to represent the Ward and the appointment of two additional citizen members by the Mayor. If the two Aldermen representing that Ward cannot agree on a citizen member, then each of the two Aldermen nominate a citizen member and the Board of Aldermen select the committee member by majority vote.

There is currently a vacancy on the Committee from Ward 4 and the Aldermen from Ward 4 have reached a consensus and recommend David Pennington be appointed to fill the vacant position with a term expiring November 1, 2027 or until a successor is appointed.

To be qualified for appointment a citizen must meet the following criteria:

1. current resident
2. at least 21 years of age
3. citizen of US
4. resident of the City for at least one year prior to appointment.

RECOMMENDED MOTION

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

REVIEWED BY

Teresa Henry
Jennifer Baird
Diane Egger
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Appointing David Pennington STOC Ward 4-2025
2. Reso Appointing David Pennington STOC Ward 4-2025-Application

**SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)**

A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF DAVID PENNINGTON AS THE WARD 4 REPRESENTATIVE TO THE SPECIAL SALES TAX REVIEW COMMITTEE

WHEREAS, Resolution 1312-02 provides for appointment of a Special Sales Tax Review Committee; and

WHEREAS, such Special Sales Tax Review Committee is comprised of one citizen from each of the five Wards appointed by the Aldermen who represent that Ward and two citizens appointed at-large by the Mayor; and

WHEREAS, in the event the Aldermen representing the Ward are unable to agree on an individual to appoint to the Committee, each Alderman nominates a representative to serve on the Committee and the representative for the Ward is selected by a vote of the Board of Aldermen; and

WHEREAS, a vacancy exists in Ward 4 on the Special Sales Tax Review Committee and the Aldermen from Ward 4 recommend the appointment of David Pennington to be the Ward 4 representative to the Special Sales Tax Review Committee.

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

THAT David Pennington, 10119 E. 79th Street, Raytown, MO is hereby appointed as the Ward 4 member of the Special Sales Tax Review Committee, to fill the remainder of an unexpired term ending November 1, 2027, or until a successor is duly appointed.

FURTHER THAT this resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of June, 2025.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M Baird, City Attorney

From: donotreply@form.govoffice.com
To: [Teresa M. Henry](#)
Subject: Apply to Serve of Boards, Commissions, and Committees (form) has been filled out on your site.
Date: Thursday, May 29, 2025 9:37:41 PM

Your Site has received new information through a form.
Form: Apply to Serve of Boards, Commissions, and Committees
Site URL: www.raytown.mo.us

Date: 2025-05-29

Full Name: David R Pennington
Street Address: 10119 E. 79th Street
Address City, State, Zip: Raytown MO 64138
Phone: (816)550-8427
Fax:

Email: dpennington73@hotmail.com

Which board would you like to serve on?: Sales Tax Oversight Committee

I would like to serve on this Board or Commission because: I have a history of a lifetime of work in finance, revenue, and accounting. I had multiple local individuals recommend to me that I should serve in this role.

My strength(s) on this Board/Commission will be: The ability to read and understand budgets, profit and loss statements, bookkeeping, and understanding the allocation of earmarked funds across various accounts.

Trade/College/University/Degree/Date: Southern Nazarene University, Bethany, OK, Bachelor of Arts, May 17, 1997

Nazarene Theological Seminary, Kansas City, MO, Master of Divinity, May 9, 2004

Current Employer/Address/Position: Ennovation Center

201 N Forest Ave #120
Independence, MO 64050

Administrative Assistant

Past Employers/Address/Position/Dates: Yellow Corporation, 11500 Outlook St., Overland Park, KS 66211, Revenue Specialist II, 02-2018 to 04-2024

Raytown C-2 School District, 6608 Raytown Road, Raytown, MO 64133, School Bus Driver, 09-2015 to 01-2018

Heart of America Council, Boy Scouts of America, 10210 Holmes Rd, Kansas City, MO 64131, Camp Naish Summer Chaplain, 05-2016 to 08-2016

Jackson County Family Court, 625 E 26th St, Kansas City, MO 64108, Administrative Assistant II, 04-2014 to 03-2015

Global Ministry Center, 17001 Prairie Star Pkwy, Lenexa, KS 66220, Retirement Benefits Technician, 12/2006 to 09/2013

Organization/Leadership Position(s)/Membership Date(s): -Girl Scouts, Troop 480, Raytown, MO - Troop Leader (2015 to 2018)

-Boy Scouts of America, Raytown, MO

-Packs 550 & 469 - Cubmaster & Advancement Chair (2012 to 2015)

-Troop 469 & 226 - Committee Member & Chaplain (2016 to 2022)

-Parent Teachers Association, Raytown, MO

-Southwood Elementary - Male Involvement Chair (2013 to 2014)

Do you have business or property interests that might place you in a conflict of interest situation should you be appointed to this Board/Commission? If so, please explain: No.

Are your personal and real estate taxes current? If not, you can provide an explanation if you choose: Yes.

Do you anticipate that there will be times when you will not be able to attend the Board/Commission meeting? If yes, how often to do you anticipate this would occur?: No.

Do Not Click Reply - This e-mail has been generated from a SmartForm.

CITY OF RAYTOWN

Request for Board Action

DATE SUBMITTED: 06/12/2025

MEETING DATE: June 17, 2025

SUBMITTED BY:

DEPARTMENT: Administration

Document Type: Resolution

SUBJECT/REQUEST

R-3715-25: Appointing Darrell Swofford as a Special Sales Tax Review Committee At-Large member.

BACKGROUND/JUSTIFICATION

The Special Sales Tax Review Committee was originally established in 2002 to provide guidance and oversight on how money from the Transportation Sales Tax, Capital Improvement Sales Tax and Public Safety Sales Taxes approved by the voters is spent. In doing so, the Committee is required to meet at least once each quarter to monitor the plan.

The Committee is comprised of one citizen member from each of the five Wards selected by mutual agreement of the Aldermen elected to represent the Ward and the appointment of two additional citizen members by the Mayor. If the two Aldermen representing that Ward cannot agree on a citizen member, then each of the two Aldermen nominate a citizen member and the Board of Aldermen select the committee member by majority vote.

There is currently an At-Large vacancy on the Committee and the Mayor has recommended Darrell Swofford be appointed to fill the vacant position

To be qualified for appointment a citizen must meet the following criteria:

1. current resident
2. at least 21 years of age
3. citizen of US
4. resident of the City for at least one year prior to appointment.

RECOMMENDED MOTION

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

REVIEWED BY

Teresa Henry Jennifer Baird Diane Egger Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1.	Reso Appointing Darrell Swofford STOC At Large 2025
2.	Reso Appointing Darrell Swofford STOC At Large 2025-Application

**SUPPORTING DOCUMENTS
 (FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF DARRELL SWOFFORD AS AN AT-LARGE REPRESENTATIVE TO THE SPECIAL SALES TAX REVIEW COMMITTEE

WHEREAS, Resolution 1312-02 provides for appointment of a Special Sales Tax Review Committee; and

WHEREAS, such Special Sales Tax Review Committee is comprised of one citizen from each of the five Wards appointed by the Aldermen who represent that Ward and two citizens appointed At-Large by the Mayor; and

WHEREAS, an At-Large vacancy exists on the Special Sales Tax Review Committee and the Mayor recommends the appointment of Darrell Swofford to be an At-Large representative to the Special Sales Tax Review Committee.

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

THAT Darrell Swofford, 7712 Westridge Road, Raytown, MO is hereby appointed as an At-Large member of the Special Sales Tax Review Committee, to fill the remainder of an unexpired term ending September 1, 2025, or until a successor is duly appointed;

FURTHER THAT this resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of June, 2025.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

From: donotreply@form.govoffice.com
To: [Teresa M. Henry](#)
Subject: Apply to Serve of Boards, Commissions, and Committees (form) has been filled out on your site.
Date: Thursday, September 14, 2023 8:08:47 PM

Your Site has received new information through a form.
Form: Apply to Serve of Boards, Commissions, and Committees
Site URL: www.raytown.mo.us

Date: 2023-09-14

Full Name: Darrell E Swofford
Street Address: 7712 Westridge Rd
Address City, State, Zip: Raytown MO 64138
Phone: (816)820-7375
Fax:
Email: dswofford01@comcast.net

Which board would you like to serve on?: Special Sales Tax Oversight Committee

I would like to serve on this Board or Commission because: I would like to serve on this Board or Commission because: I have seen this Committee at work for seven years since being appointed for the first time in 2016 and I believe more strongly now then I did in 2016 that the work of this committee is not only extremely important, but essential. Raytown voters created these special sales tax categories to generate much needed funds to move our city forward and make it the best place we can afford. Promises were made to the voters as to what the money from the sales taxes would be used. These promises have been kept to the satisfaction of the voters as evidenced by the April 2014 renewal of the Transportation Sales Tax and the Capital Improvement Sales Tax. I wrote previously: "The best way to keep Raytown voters supportive of these two taxes and the Public Safety Sales Tax is to ensure through oversight that the monies from the taxes are being spent in keeping with the promises made to the voters and in such a way as to give voters and residents the best "bang for their bucks." This all comes down to what is missing far too much in certain levels of government: Accountability. The involvement of a citizen-based oversight committee helps to ensure accountability, which the voters appreciate, and attests to the voters and residents that these tax dollars are being spent in accordance with the original promises made to voters.

My strength(s) on this Board/Commission will be: My strength(s) on this Board/Commission will be: A strong work ethic and sense of responsibility to Raytown voters who are my neighbors in the community I have called home for 50 years, since October 1973, which will drive me to study what is brought before the committee and be sure that I am properly and adequately prepared to vote on the issues and ensure that the expenditures I vote to approve fall within the scope of the voters' intent when they passed the various taxes.

I am principled. I am a Christian, and I try to live my life to reflect that in a positive way.

I am a good listener and always try to have and fully understand all the facts before making my decisions. If shown to be in error, I am willing to change my mind and my vote when furnished additional or different facts than I had when first forming my opinion and decision. However, right is right and wrong is wrong, and I will not change from doing what is right. When I served on the Raytown C-2 School District Board of Education, I placed a note on the inside front cover of my agenda book asking the vital question: Is it right for the children? I don't have an agenda book for a note like that, but I try to approach each proposal brought before the committee with the vital question: Does this meet the intent of the voters as they passed the applicable sales tax issue?

I am a team player. I am respectful of my colleagues on the SSTOC and all city employees and all members of City Government at all levels.

I have the best interests of my community at heart.

I have experience with financial oversight in my volunteer service on the boards of other organizations.

Trade/College/University/Degree/Date: MJC-KC; Associate of Arts Degree; 1968.

Cleveland Chiropractic College; Doctor of Chiropractic (D.C.); 1971.

Current Employer/Address/Position: Retired.

Past Employers/Address/Position/Dates: Hubbell Law Firm, Union Station Kansas City, 30 West Pershing Road, Kansas City, Missouri 64108. Medicolegal investigator and analyst. January 2, 1972 to April 30, 2013.

Organization/Leadership Position(s)/Membership Date(s): Missouri Model Railroad Museum, Board of Directors, 2022 - present.

Eastland Community Foundation, Board of Directors; Chairman. Dental Task Force; 2007-2010

Board of Education, Raytown C-2 School District, appointed November 1997; elected April 1998; re-elected April 2001 & April 2004; Vice president, 2001-03; President, 2003-04; Vice president, 2004-05, 2005-06.

Raytown Board of Education Representative to Cooperating School Districts of Greater Kansas City, 1997 to 2007.

Member, Legislative Committee of Cooperating School Districts of Greater Kansas City, 1997 to 2007; cochairman, legislative committee, 2001 to 2007.

Raytown Board of Education Representative to Raytown Area Chamber of Commerce Legislative Committee, 2001 to 2007.

Raytown C-2 School District Drug-free Schools/Community Advisory Council, 1987 to 2007.

School District of Raytown Educational Foundation, Board of Directors - 1993 to 2004; Vice President, 1996-97; President 1997-98, 1998-99, 1999-2000, 2000-01, 2001-02 and 2003-04.

Missouri PTA Board of Managers, Vice president and Director, Department of Legislation and Advocacy, October 2003 to October 2005.

Missouri PTA Board of Managers, Vice president and Director, Department of Legislation, October 2001 to October 2003.

Missouri PTA Board of Managers, State Legislative Chairman, October 1997 to October 2001.

Raytown PTA Council, Legislative Chairman, 1988 to 2004.

Raytown PTA Council, President, 1993 to 1995.

Raytown South High School PTSA, President, 1992 to 1994.

Boy Scouts of America, Raytown Troop 550, Troop Committee Chairman, 1989 to 1993; adult leader, 1987 to 1994.

Raytown/Lee's Summit YMCA, Member of Board of Managers, 1980 to 1988; Chairman, 1984 to 1986.

Raytown Partners for Education (a community group successfully promoting a \$33.5 million school bond (capital improvements) issue for Raytown C-2 School District), Co-Chairman, 1990-1991.

Western Regional Advisory Council, State of Missouri Department of Mental Health, Division of Alcohol and Drug Abuse, Member, 1988-1990; Chairman, Prevention and Education Committee, 1989 to 1990.

Do you have business or property interests that might place you in a conflict of interest situation should you be appointed to this Board/Commission? If so, please explain: No.

Are your personal and real estate taxes current? If not, you can provide an explanation if you choose: Yes.

Do you anticipate that there will be times when you will not be able to attend the Board/Commission meeting? If yes, how often to do you anticipate this would occur?: No. In my years of service, I have not missed many meetings and do not expect to do so in the future. That said, I'm not sure anyone can guarantee perfect attendance. I don't miss without there being a good reason.

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CITY OF RAYTOWN

Request for Board Action

DATE SUBMITTED: 06/04/2025

MEETING DATE: June 17, 2025

SUBMITTED BY:

DEPARTMENT: Public Works

Document Type: Ordinance

SUBJECT/REQUEST

FIRST READING: Bill No. 6692-25, Section V-A: An Ordinance Approving the First Amendment to the Agreement between the City of Raytown and MARC

BACKGROUND/JUSTIFICATION

For the last two years, the City of Raytown has participated in a partnership with Mid-America Regional Council (MARC) and the surrounding municipalities in the Little Blue River Watershed Storm Water Project. This project is to reduce the flooding in the surrounding areas in the Little Blue River Watershed. Currently, the project has identified several areas that could help reduce the flooding in the region by using dry dams. However, this concept needs further investigation in order to make sure these areas are adequate for dry dams. The contract presented to you today provides that further investigation.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	Mid-America Regional Council (MARC)
Amount of Contract:	\$20,885.00
Amount Budgeted:	\$ 0.00
Amount Requested	\$20,885.00
From Account Name	Storm Water Fund - Fund Balance
From Account Number	401-00-00-00-39999
Amount	\$20,885.00

To Account Name	Storm Water Fund - Contractual Services
To Account Number	401-62-00-100-53999
Amount	\$20,885.00

REVIEWED BY

Robinson Camp Michael Graham Jennifer Baird Damon Hodges Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1.	Ord Little Blue River Feasability Study w MARC-First Amendment-2025
2.	First Amendment Little Blue River Phase 2
3.	Little Blue River Phase 2 Executed Agreement

**SUPPORTING DOCUMENTS
 (FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Other:	X	MARC Contract

AN ORDINANCE AUTHORIZING AND APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL FOR FUNDING PHASE TWO OF THE LITTLE BLUE RIVER WATERSHED FEASIBILITY STUDY IN AN AMOUNT NOT TO EXCEED \$20,885.00

WHEREAS, the City of Raytown desires to enter into an agreement with the Mid-America Regional Council (MARC) for Phase Two of the Little Blue River Watershed Feasibility Study, Phase One of which was approved on December 6, 2022; and

WHEREAS, it is necessary to approve a first amendment to the agreement with MARC as set forth in Exhibit "A" attached hereto.

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

SECTION 1 – APPROVAL OF A FIRST AMENDMENT TO THE AGREEMENT. That a First Amendment to the Intergovernmental Agreement for Phase Two of the Little Blue River Watershed Feasibility Study, by and between the Mid-America Regional Council and the City of Raytown in substantially the same form as attached hereto in an amount not to exceed \$20,885.00, is hereby authorized and approved.

SECTION 2 – EXECUTION OF AGREEMENT. That the City Administrator is hereby authorized to execute the Agreement, and all documents necessary to the Agreement, and the City Clerk is authorized to attest to the same.

SECTION 3 – REPEAL OF ORDINANCE IN CONFLICT. That 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 17th day of June, 2025.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

FIRST AMENDMENT TO AGREEMENT

This First Amendment to the Agreement (the "Amendment"), by and between the Mid-America Regional Council, hereinafter referred to as "MARC", and City of Raytown, Missouri, hereinafter referred to as "Stakeholder" and is effective March 28th, 2025.

WITNESSETH:

WHEREAS, MARC and Stakeholder are parties to an Agreement (the "Agreement") in partnership with jurisdictions in the region ("Stakeholders") to direct the United States Army Corps of Engineers ("Corps") to develop a Project Management Plan for the Little Blue River Watershed ("Project") Phase One; and implement the scope of work developed in Phase Two of the Project; and

With the goal of the Project to prepare a Chief's Report based on the findings of the Little Blue River Feasibility Study, MARC and the Stakeholder desire to amend the Agreement dated September 29th, 2022 to increase Stakeholder's contribution amount in order to complete Phase Two of the Project in accordance with need identified for Phase Two as identified in Exhibit A and contributions as identified in Exhibit B.

These article amendments are in addition to the original stakeholder agreement and do not replace the original agreement. All other provisions of the original agreement are in full force and effect.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Agreement and this Amendment, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment.** Article I, II, and III of the Agreement are hereby amended as follows:

Article I: Raytown, Missouri AGREES:

1. To fund the additional portion of Phase 2 of the Project for an additional amount not to exceed \$20,885, for their portion of the costs. Total payment of \$20,885 is due on or before July 1, 2025.

Article II: MARC AGREES:

2. To amend the contract with the Corps with an increase of \$1,000,000 from the original budget to implement the project management plan, for a total project budget of \$4,000,000. The Corps will contribute a total of \$2,000,000 in federal funds to the project. All costs are understood to be matched 50/50 between federal and local contributions.
3. MARC will collect funds from the Stakeholder and other Stakeholders, and disperse an additional (\$500,000) in funds to the Corps.
4. MARC will retain \$60,000 to provide continued project facilitation services until the completion of the project.

Article III: Both Parties MUTUALLY AGREE:

3. Continuation of the Project is dependent on receipt of funds to MARC from

Stakeholders for the purpose of fulfilling the contract with the Corps. MARC is not liable to fulfill the contract with the Corps without available contributions from Stakeholders. In the event that funds are not sufficient, the final deliverable of a Corps Chief's Report will not be completed, and the Project will terminate.

2. **Controlling Agreement.** To the extent that the terms and conditions of this Amendment conflict with the terms and conditions of the original Agreement, this Amendment and the Agreement shall be deemed to conform with the terms and conditions of this Amendment.
3. **Binding Effect.** All of the covenants, terms and conditions set forth in this Amendment shall be binding upon and shall inure to the benefit of all the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment effective as of the date first above written.

MID-AMERICA REGIONAL COUNCIL

CITY OF RAYTOWN, MISSOURI

By: _____
David A. Warm
Executive Director

By: _____
Damon Hodges
City Administrator

Date: _____

Date: _____

EXHIBIT A: ADDITIONAL CORPS SCOPE OF SERVICES – Phase Two
Finalizing Study to a Chief's Report

- Risk Assessment (RA) = \$225,000
 - USACE RAs are a process that identifies potential ways a dam could failure and the potential consequences associated with the failure. The RA will help inform scope to better estimate costs during Feasibility as well as help better inform the non-Federal partners on the life safety benefits and consequences and requirements necessary to own, operate, and maintain a dam.
 - Estimated Budget:
 - Preparation and Elicitation = \$100,000
 - H&H Modeling = \$50,000
 - LifeSIM (consequence) Modeling = \$25,000
 - Report Writing = \$25,000
 - Reviews = \$25,000
- Subsurface Investigations = \$250,000
- Testing of Subsurface Materials = \$125,000
- Additional Design of Dams During Feasibility = \$200,000 (in additional to what is included in original budget)
- Contingency = \$200,000
- **TOTAL OF ESTIMATED BUDGET INCREASE = \$1,000,000 (this is split 50/50 between Fed and Non-Fed)**

EXHIBIT B: PHASE 2 ADDITIONAL STAKEHOLDER CONTRIBUTIONS

City	County	Square Miles in Watershed	% LAND AREA	Contribution timeline	Phase 2 Additional Contribution
BELTON	CASS	6.79	3%	-	0
BLUE SPRINGS	JACKSON	10.08	5%	July 2025	\$ 28,069
GRANDVIEW	JACKSON	11.31	5%	July 2025	\$ 31,494
INDEPENDENCE	JACKSON	51.77	25%	July 2026	\$ 144,161
KANSAS CITY TOTAL				July 2025	\$ 119,043
<i>KANSAS CITY</i>	<i>CASS</i>	<i>0.87</i>	<i>0%</i>	<i>-</i>	<i>\$ 2,423</i>
<i>KANSAS CITY</i>	<i>JACKSON</i>	<i>41.88</i>	<i>20%</i>	<i>-</i>	<i>\$ 116,621</i>
JACKSON CO	JACKSON	36.77	17%	July 2026	\$ 102,391
LEE'S SUMMIT	JACKSON	50.25	24%	July 2025	\$ 139,928
RAYTOWN	JACKSON	7.5	4%	July 2025	\$ 20,885
Little Blue Watershed		217.22			\$ 585,972

Notes:

- Total contribution amount includes \$60,000 in MARC management fees and \$25,972 to make up Belton contribution
- This distribution of funds may change depending on the ability of each funding partner to provide the level of funds indicated above.

**MID-AMERICA REGIONAL COUNCIL
LITTLE BLUE RIVER WATERSHED FEASIBILITY STUDY – PHASE TWO**

AGREEMENT

PARTIES: **City of Raytown, MO (City) and Mid-America Regional Council, (“MARC”)**

R E C I T A L S:

1. Dramatic changes in the Little Blue River’s basin conditions related to urbanization and other factors are causing increased frequency of flooding and rapid erosion that threatens the large federal investment and other significant public infrastructure, as well as the protected communities and installations. If continued unchecked, the adverse effects of the transforming watershed will cause significant deterioration to the federal flood-protection projects, increasing damage to critical infrastructure, wildlife habitat and public recreation investment. A comprehensive watershed study is required to unite the communities and agencies in the leveraging of resources for the protection of federal investment, infrastructure, habitat conservation, and storm water management allowing for increased economic benefits to the area.
2. The United States Army Corps of Engineers (“Corps”) has authorization to conduct a comprehensive Little Blue River Watershed Feasibility Study in partnership with local communities that determines the causes and potential solutions to demonstrated watershed impacts. The authorization provides for federal support for one-half of study costs. The other half of study costs will be contributed by local partners (“Stakeholders”).
3. In the first phase of this project, completed on March 31, 2022, the Corps developed a Project Management Plan, or a detailed scope of work, schedule and budget for the overall initiative. Phase One was carried out in coordination with local Stakeholders. Phase Two will implement the scope of work developed in Phase One with similar levels of stakeholder coordination, participation, and agreement.
4. The Project leverages substantial resources from a variety of Stakeholders. The following cities, counties and agencies have agreed to participate in Phase Two of the Little Blue River Feasibility Study:
 - Cities of Belton, Blue Springs, Grandview, Independence, Kansas City, Lee’s Summit and Raytown in Missouri
 - Jackson County, Missouri,
 - Mid-America Regional Council, and
 - United States Army Corps of Engineers, Kansas City District.
5. The Stakeholders requested that MARC serve as the official “Non-Federal Sponsor” to enter into an agreement with the Corps to conduct the study. MARC will coordinate and facilitate Stakeholder support, participation, and contributions to the upcoming study. Further, MARC will help assure that the Stakeholders’ needs are addressed during the study, including but not limited to the following:

- Long-term viability of federal infrastructure investments
- Reliable flood protection along the Little Blue River and its tributaries
- Stable tributary channels, riverbanks and bed elevation, and
- Natural habitat and ecosystem protection and restoration.

PURPOSE: The City of Raytown, Missouri is interested in participating in the implementation of the Project Management Plan developed during Phase One of the Little Blue River Feasibility Study (“Project”).

PROJECT COST Total project costs, along with costs for Phases One and Two are shown for all participating communities in Attachment A.

For the City, the total project cost for Phases One and Two is \$51,791. Cost for Phase Two is \$49,859.

The overall project budget of \$3,000,000 is shown in Attachment B.

- USACE – Implementation of the Project in partnership with participating communities - \$3,000,000, of which one-half will be paid with federal resources and one-half will be paid by participating communities, including \$57,011 of in-kind contributions.
- MARC – Phase Two Management, Facilitation and Administration Cost - \$70,000.

EFFECTIVE The parties mutually agree to Articles I, II, and III in accordance with this Agreement from the 1st day of September 2022 until the 29th day of September 2025. This agreement may be renewed thereafter to provide continued funding for the Project as mutually determined by the Corps and Stakeholders.

ARTICLE I

City of Raytown, Missouri AGREES:

1. To fund their portion of the Project for Phase Two for an amount not to exceed a total of \$49,859, split into two payments with the first payment of \$25,000 due on or before December 15, 2022 and the second payment of \$24,859 due on or before December 15, 2023.
2. To work with other partner agencies to identify \$57,011 of in-kind contributions to this project.
3. To provide MARC at least sixty (60) day notice of its intent to no longer participate in the Project.

ARTICLE II

MARC AGREES:

1. To provide project management and stakeholder facilitation.
2. To contract with the Corps to implement the project management plan (see Attachment C). The

- Corps will contribute \$1,475,000 in federal funds to the project in Phase Two.
3. MARC will collect funds from the city and other stakeholders, and disburse \$1,327,989 in funds to the Corps.
 4. MARC will retain \$70,000 to administer and facilitate the project.

ARTICLE III

BOTH PARTIES MUTUALLY AGREE:

1. That this Agreement and all contracts entered into under provisions of this Agreement shall be binding upon the City and MARC; and
2. That no third-party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

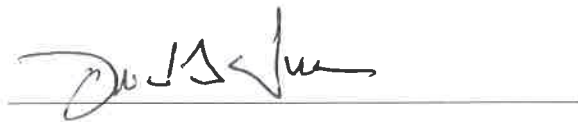
IN WITNESS WHEREOF: the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

Mid-America Regional Council

City of Raytown, Missouri

David Warm
Executive Director

Damon Hodges
City Administrator



12/10/2022
Date

12/08/2022
Date

CITY OF RAYTOWN

Request for Board Action

DATE SUBMITTED: 06/04/2025

MEETING DATE: June 17, 2025

SUBMITTED BY:

DEPARTMENT: Public Works

Document Type: Ordinance

SUBJECT/REQUEST

FIRST READING: Bill No. 6693-25, Section V-A: An Ordinance Approving an Agreement By and Between the City of Raytown, Missouri and the Missouri Highways and Transportation Commission For Surface Transportation Block Grant Funds To Be Used For a Walking Trail Connection at 53rd Street and Authorizing the City Administrator to Execute Any and All Documents Related to Same.

BACKGROUND/JUSTIFICATION

As part of accepting the Missouri Surface Transportation Program Grant (STPG), the City of Raytown must enter into an agreement with the Missouri Highways and Transportation Commission to have oversight of the project. The oversight makes sure that all Federal Guidelines are met throughout the project.

The improvement contemplated by this Agreement and designated as Project STBG: 3301(538) involves: Creation of a walkable and bikeable connection between Rock Island Trail and the future park off 53rd St. The City shall be responsible for all aspects of the construction of the improvement.

The STPG is 80% of the project not to exceed \$980,000.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

REVIEWED BY

Robinson Camp Michael Graham Jennifer Baird Damon Hodges Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

- | | |
|----|--|
| 1. | Ord MoDOT STBG-Rock Island Trail Connection on 53rd Street |
| 2. | STBG 3301538 Funding Agreement |
| 3. | Rock Island Trail Connection Map |

**SUPPORTING DOCUMENTS
 (FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Other:	X	Contract Attached.

AN ORDINANCE AUTHORIZING AND APPROVING A SURFACE TRANSPORTATION BLOCK GRANT PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR 53rd STREET ROCK ISLAND TRAIL CONNECTION IN RAYTOWN, MISSOURI

WHEREAS, the City of Raytown ("City") desires to enter into an Agreement with the Missouri Highways and Transportation Commission ("Commission") for a Surface Transportation Block Grant Program for the 53rd Street Rock Island Trail Connection in Raytown, Missouri; and

WHEREAS, it is necessary for the City to enter into an Agreement with the Commission, to construct certain improvements which are to be designed and constructed in compliance with this Agreement as set forth in Exhibit "A", attached hereto.

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

SECTION 1 – APPROVAL OF AGREEMENT. That the Missouri Highways and Transportation Commission Surface Transportation Block Grant Program Agreement for the 53rd Street Rock Island Trail Connection, by and between the Missouri Highways and Transportation Commission and the City of Raytown, Missouri, in substantially the same form as attached hereto as Exhibit "A", is hereby authorized and approved.

SECTION 2 – EXECUTION OF AGREEMENT. That the City Administrator is hereby authorized to execute the Agreement, and all documents necessary to the Agreement, and the City Clerk is authorized to attest to the same.

SECTION 3 – REPEAL OF ORDINANCE IN CONFLICT. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____ day of July, 2025.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M Baird, City Attorney

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 02/25 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG 3301(538)
Award Year: 2028
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT**

THIS STBG AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Raytown, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) Title 23 United States Code (USC) §133, authorizes a STBG Program to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project STBG: 3301(538) involves:

Create a walkable and bikeable connection between Rock Island Trail and future park off 53rd St.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG:3301(538) by the Commission is within the city limits of Raytown Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit

A" and incorporated herein by reference. More specific descriptions are as follows:
Rock Island Trail Connection on 53rd St. in Raytown, MO.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual [and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls]. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STBG system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes, and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 USC §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept maintenance of the improvements made by this project at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for operational maintenance. Any aesthetic improvements installed on highways maintained by the Commission upon completion of the project will be the sole responsibility of the City for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation ("MoDOT" or "Department") employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(9) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right of way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right of way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(10) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STBG for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(11) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation (USDOT) Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted.

The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(12) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules, and regulations, including 42 USC 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and the written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(13) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80% (eighty percent) not to exceed \$980,000 (nine hundred eighty thousand dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to

the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(14) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(15) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(16) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG:3301(538) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(17) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the (City's/County's/Grantee's) proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of Title 49 Code of Federal Regulations (CFR) Part 26, as amended.

(18) NOTICE TO BIDDERS: The City shall notify the prospective bidders that DBEs shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(19) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within ninety (90) days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(20) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the

City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(21) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STBG improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(22) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(23) AUDIT REQUIREMENTS: If the City expend(s) one million dollars (\$1,000,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than one million dollars (\$1,000,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(24) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The City shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(25) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(26) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(27) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(28) COMMISSION REPRESENTATIVE: The Commission's **Kansas City District Engineer** is designated as the Commission's representative for the purpose of

administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(29) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
10000 East 59th Street
Raytown, Missouri 64133
- (B) To the Commission:
Missouri Department of Transportation
600 NE Colbern Rd
Lees Summit, MO 64086

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(30) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 USC §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age, or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (30) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(31) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement

of their final invoice from the Commission.

(32) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(33) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF RAYTOWN

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____

Title _____

Ordinance No: _____

Exhibit A - Location of Project

53rd Street Rock Island Trail Extension in Raytown, MO.

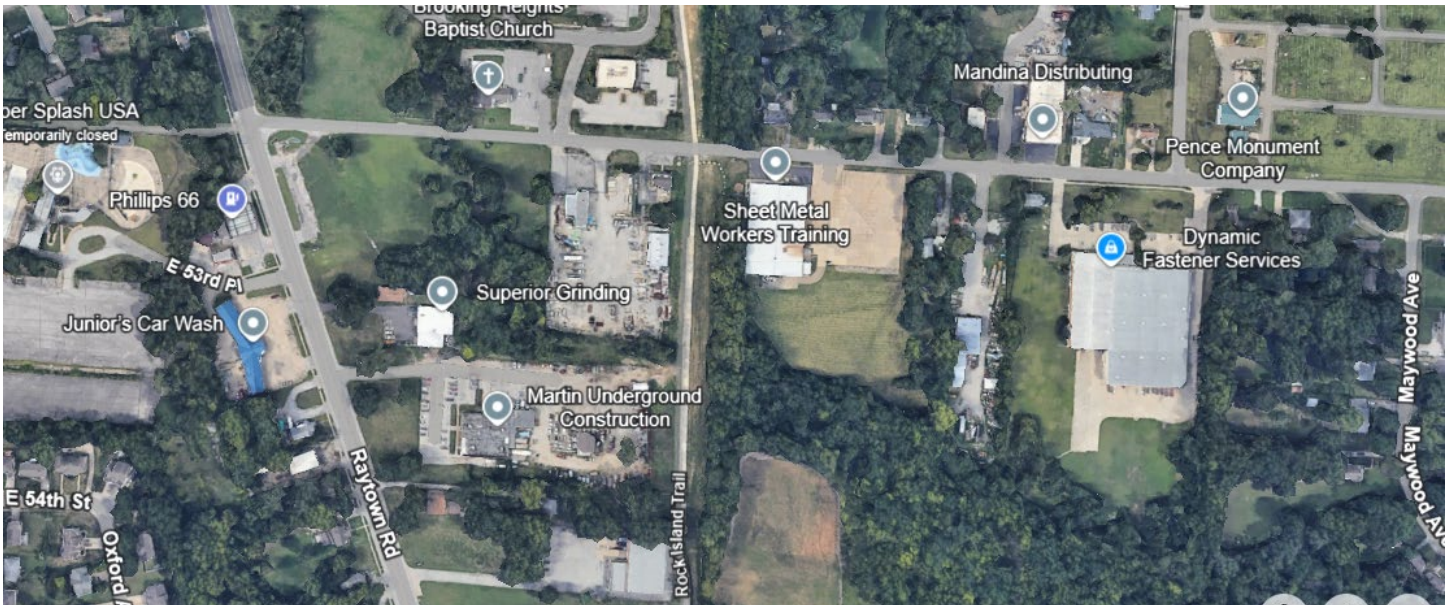


Exhibit B – Project Schedule

Project Description: STBG: 3301(538) 53rd Street Rock Island Trail Extension

Task	Date
Date funding is made available or allocated to recipient	03/25/2025
Solicitation for Professional Engineering Services (advertised)	12/01/2025
Engineering Services Contract Approved	02/01/2026
Conceptual Study (if applicable)	03/01/2026
Preliminary and Right-of-Way Plans Submittal (if Applicable)	03/01/2027
Plans, Specifications & Estimate (PS&E) Submittal	03/01/2028
Plans, Specifications & Estimate (PS&E) Approval	04/01/2028
Advertisement for Letting	05/01/2028
Bid Opening	06/01/2028
Construction Contract Award or Planning Study completed (REQUIRED)	08/31/2028

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

53rd Street Rock Island Trail Connection

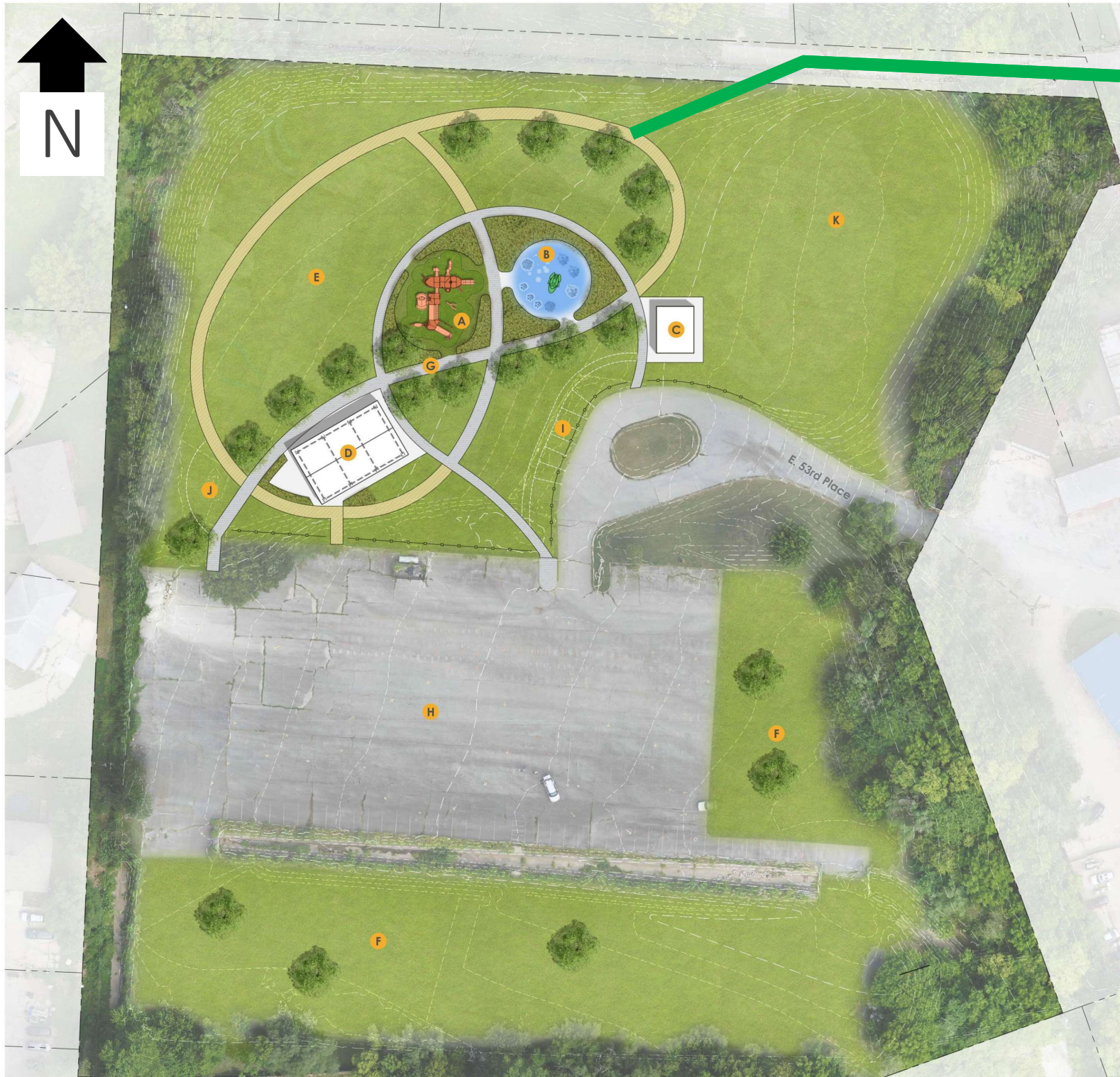


Raytown Parks 53rd Street Park

Concept
Master Plan
2023.12.19

LEGEND:

- A Playground
- B Splash pad
- C Restrooms
- D Pavilion
- E Open green
- F Dog park
- G Walking Trail
- H Existing Parking
- I Future ADA parking
- J Future Fitness station
- K Future amphitheater



CITY OF RAYTOWN

Request for Board Action

DATE SUBMITTED: 06/06/2025

MEETING DATE: June 17, 2025

SUBMITTED BY:

DEPARTMENT: Police Department

Document Type: Resolution

SUBJECT/REQUEST

R-3716-25: A resolution approving a new contract with CFKAA LLC (Autura) as our tow management service provider.

BACKGROUND/JUSTIFICATION

On May 1st, 2020, The City of Raytown entered into a contract with AutoReturn for the purpose of managing tow services for the city. The service went operational on June 16th, 2020, and has proven to be a valuable service that offers expedient tow service while removing the need to enter into a contract with a single tow company. AutoReturn acts as a facilitator in selecting tow companies that meet the agreed upon requirements of Raytown and carefully vets and selects tow companies as subcontractors. Since the inception of the contracted tow service with AutoReturn, we have realized a consistently higher level of service.

TEGSCO, LLC was the parent company of AutoReturn Technologies, Inc., a Nevada corporation, which was converted into AutoReturn US, LLC, a Delaware limited liability company in July 2021; in October 2023, AutoReturn US, LLC was renamed CFKAA Holdings, LLC, a Delaware limited liability company, which operates the company under the Autura trade mark.

AutoReturn, now Autura, is a company able to provide management service for towing, tracking and storing vehicles, through area tow companies. By utilizing Autura the tow companies are no longer under contract directly with the City. The City would enter into a contract with Autura and in turn the tow companies, which are selected by Autura, are Autura's subcontractors. Therefore, there is no contractual relationship between the tow companies and the City. Also, there is no cost to the City of Raytown for the use of Autura as our service provider. Authorized tow providers shall collect an agreed upon fee for every tow utilizing Autura's platform on behalf of the City, Autura shall collect the agreed upon fee for each tow performed as a result of dispatch through Autura's platform.

Autura has dedicated services managers who vet all towing companies. They monitor insurance coverage and permits for compliance. They conduct tow truck and facility inspections. They also conduct training with tow companies and their drivers. When the City requests tow services they would utilize AutoReturn's automated dispatching of vetted towing providers.

Alternatives: Put out an RFP for tow service and have the City of Raytown vet the towing company and manage the contract.

RECOMMENDED MOTION

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	Autura
Budgeted Account: Police-Professional Services-Tow Services	\$12,000.00

REVIEWED BY

Robert Kuehl
 Michael Graham
 Jennifer Baird
 Damon Hodges
 Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso CFKAA LLC-Autura-Tow Management 2025
2. 2025 Autura Raytown MO Renewal (002)
3. 2024-Autura Tow_Services_Agreement_for_Signature

**SUPPORTING DOCUMENTS
 (FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Other:	X	Existing contract with AutoReturn. New contract with Autura.

A RESOLUTION AUTHORIZING AND APPROVING A TOW MANAGEMENT SERVICES AGREEMENT WITH CFKAA LLC

WHEREAS, the City desires to enter into an agreement for tow management services; and

WHEREAS, CFKAA LLC, referred to as Autura, is capable of providing such services to the City and desires to do so under the terms and conditions as set for in Exhibit "A"; and

WHEREAS, the Board of Aldermen find that it is in the best interest of the citizens of the City of Raytown that the City enter into an agreement with CFKAA LLC, referred to as Autura, for Tow Management Services;

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

THAT an agreement for Tow Management Services with CFKAA LLC, referred to as Autura, in substantially the same form as attached hereto as Exhibit "A" and incorporated herein, is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents necessary in connection with such agreement and the City Clerk is authorized to attest thereto; and

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of June, 2025.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney



SERVICE AGREEMENT

ORDER FORM (Order Number: ORD-202302240120)

Customer	
Licensee	Raytown, MO
Contact	Damon Hodges
Address	10000 East 59 th Street Raytown, Missouri 64133
Email	damonh@raytown.mo.us
Services and Contract Terms	
Platform	Access to the modules identified in the fee schedule below provided through Autura's products and services as described at https://www.autura.com/
Region(s)	Raytown, MO
Term (Months)	36.00 Initial Term with Right-to-Renew for 2 consecutive additional 12.00 Month (1-year) Terms.
Payment Terms	All professional services that are one-time fees (OTF) will be billed on the Effective Date listed below. All recurring charges (RC) will be invoiced on the Effective Date listed below and each subsequent period (e.g., monthly, quarterly, annually) as provided below. The invoices will be provided during the Term and shall be due and payable based on each invoice date. All invoices are due Net 30 days after the invoice date.

Products

Product ID	Item Description	Annual Price
AR-06	This service provides the AR-03 services plus access to the 24 x 7 x 365 support for both customer service and agency/towing partners, offloading public inquiry call volume from agency call centers to allow vehicle owners and other interested parties to speak with a live agent, any time of day, to get information about towed vehicles. Contractor's partner support team will manage all aspects of a tow once it is entered into the system. In addition, this service provides Enhanced Reporting and Financial Workflow to support funds handling related to the payment and collection of fees to and from contracted tow companies. This service requires the purchase of AR-08.	\$30.00/tow paid by citizen \$26.00 collected by Autura \$4.00 retained by towing company
AR-08	One-Time Fee: Implementation and training of agency and tow company staff utilizing online videos and a "train-the-trainer" concept.	USD 0.00
Annual Cost Of Ownership		USD 0.00



Additional Terms

Licensee confirms that a Purchase Order (PO) is not required to support this Order Form and the signatory below represents that they are authorized to approve this financial commitment to Autura in the absence of a PO.

Payment Terms: Monthly (Net 30)



Autura
<http://www.autura.com>

This agreement is made and entered into as of 7/1/2025 ("Effective Date"), between CFKAA Holdings, LLC, with an address at 440 N. Barranca Avenue #6769, Covina, California 91723 ("**Autura**") and the customer identified above ("**Licensee**") (each of Autura and Licensee, a "**Party**" and collectively, the "**Parties**"). This agreement includes and incorporates the Order Form above, the Terms and Conditions attached hereto, and all additional Order Forms mutually signed by the Parties that references the Order Form above (collectively, the "**Agreement**"). The parties agree that the term of this contract shall be for a period of three (3) years, beginning on the first day of the first full calendar month following the month in which the system becomes operational. This contract may be extended upon the same terms and conditions for up to two (2) consecutive one (1) year terms upon written agreement executed by both parties on or before the last calendar day of the month, thirty (30) days prior to the end of the contract and/or its extensions.

CFKAA Holdings, LLC

By: 
Name: Bryan Day

Title: CFO

5/15/2025

Licensee: City of Raytown, MO

By:
Name:

Title:



TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS BEFORE USING THE SERVICES OFFERED BY CFKAA HOLDINGS, LLC ("AUTURA"). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH AUTURA THAT REFERENCE THESE TERMS AND CONDITIONS (EACH, AN "ORDER FORM"), YOU ("LICENSEE") AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

1. Proprietary Rights.

1. **Platform.** Upon mutual execution, each Order Form shall be incorporated into these Terms and Conditions and form a part of the Agreement. For each Order Form, subject to Licensee's compliance with this Agreement (including any applicable limitations and restrictions set forth on the applicable Order Form), Autura hereby grants to Licensee during the Term (defined below) a non-exclusive, non-transferable and non-sublicensable license to allow its employees who have been issued valid access credentials from Autura ("Authorized Users") to access and use the Platform solely for use within the region set forth in the applicable Order Form. Autura will provide Licensee with the support services set forth in Attachment A.
2. **Restrictions.** Licensee will not, and will not permit any third party to: (i) copy, modify, translate, or create derivative works of the Platform; (ii) reverse-engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform (except to the extent such prohibition is contrary to applicable law); (iii) lend, lease, offer for sale, sell or otherwise use the Platform for the benefit of any third party except as permitted under Section 1(a); (iv) attempt to disrupt the integrity or performance of the Platform; (v) attempt to gain unauthorized access to the Platform or its related systems or networks; or (vi) use the Platform in a manner that violates this Agreement, any third party rights or any applicable laws, rules or regulations.
3. **Autura Ownership.** Except for the rights granted to Licensee in Section 1(a) above, as between the Parties, Autura owns and retains all right, title and interest, including all intellectual property rights, in and to the Platform (including all updates thereto and all data submitted through the Platform by third parties). Without limiting the foregoing, Autura shall own all aggregated and de-identified information that Autura's systems or applications automatically collect with respect to the Platform and/or its use and/or performance (including, without limitation, de-identified Data that does not, and cannot reasonably be used to, identify Licensee or any individual) ("Diagnostic Data"), which, notwithstanding anything to the contrary, Autura may freely exploit. All rights that Autura does not expressly grant to Licensee in this Section 1 are reserved and Autura does not grant any implied licenses under this Section 1. For clarity, notwithstanding anything else, any information or data collected by a third party (excluding Licensee) are subject to the terms between Autura and such third party.
4. **Licensee Ownership.** As between the Parties, Licensee owns all data, information and other materials submitted to the Platform or Autura by Licensee or its Authorized Users (which, for clarity, excludes Diagnostic Data) (collectively, "Data"). Licensee hereby grants to Autura a non-exclusive and non-transferable (except under Section 10) license to use and host the Data, solely for the purpose of performing its obligations and exercising its rights pursuant to this Agreement (including, without limitation, to notify lienholders and interested parties with respect to repossessed cars processed through the Services). Upon termination or expiration of this Agreement for any reason, Autura will permit Licensee to download all Data from the Platform in .csv format. Autura shall have no obligation to maintain or permit access to Licensee Data following said period and shall not be liable hereunder for any return, loss, or destruction of Licensee Data thereafter.
5. **Updates.** From time to time, Autura may (but is under no obligation to) provide updates, upgrades, fixes, improvements, or additional features to the Platform which do not constitute a separate product or service (each an "Update"), which may be provided either free of charge at Autura's discretion, or as an additional paid module or feature (subject to an Order Form or separate contract between the Parties). Any duly authorized and implemented Update shall be deemed part of the "Platform" licensed hereunder upon release to Licensee.
6. **Feedback.** During the Term, Licensee may provide general feedback, comments, suggestions, and other communications regarding potential improvements to the Services (collectively, "Feedback"). Licensee grants to Autura the non-exclusive, perpetual, irrevocable, fully sublicensable, fully transferable, royalty-free right to use, copy, reproduce, publish, perform, display, distribute, create derivative works of, have and have made, sell, and otherwise



commercially exploit Feedback in any format or medium for any purpose in its discretion. The foregoing license shall survive the termination or expiration of this Agreement for any reason.

7. **Publicity.** Licensee agrees that Autura may use and display Licensee's name and/or current trademark brand or logo in its customer lists, advertisements, and other published marketing materials factually describing Licensee as Autura's customer and/or a recipient of Services during the Term. Licensee agrees that Autura may create a written case study based on Licensee's use of the Services (and you agree to reasonably work together with Autura on this case study). Notwithstanding anything else, you acknowledge and agree that Autura may use data collected through the Services in an aggregated and anonymized manner for purposes of the case study and related marketing efforts.
8. **Customizations.** The Services may include certain customized configurations, developments, or integrations of the Platform (each a "Customization") according to the specifications set forth in an Order Form, including without limitation the incorporation of Licensee's pre-existing proprietary trademarks, service marks, trade names, logos, branding, content, or other materials (collectively, "Licensee Materials"). Licensee hereby grants to Autura the non-exclusive, royalty-free right to use, display, copy, modify, publish, and perform Licensee Materials solely for the purpose of developing and implementing the Customizations in accordance with the applicable Order Form. Such license shall be sublicensable to Autura's affiliates and third-party contractors in connection with the foregoing permitted purpose. As between the Parties, Autura shall be the sole owner of all right, title, and interest in and to Customizations (excluding Licensee Materials incorporated therein), which shall be considered Inventions (defined below) and subject to the provisions of Section 3(b). Customizations are licensed and not sold to Licensee.

2. Use of the Services.

1. **Adding Third Party Municipalities to this Agreement.** Autura and Licensee may mutually agree to add third-party municipalities to this Agreement (each, a "Third Party Municipality"). To do so, the applicable Third Party Municipality and Autura shall both sign an Order Form referencing this Agreement and agree that purposes of such Order Form, such Third Party Municipality shall be the "Licensee" as that term is used in this Agreement. Additionally, this Agreement, insofar as it relates to any such Order Form with a Third Party Municipality, shall be deemed to be a two-party agreement between Autura on the one hand and the Third Party Municipality on the other hand, as governed by the terms of this Agreement.
2. **Autura's Obligations.** Autura will use commercially reasonable efforts to make the Service available at all times, except for planned downtime and any unavailability caused by Force Majeure Events (defined below). Autura will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Data.
3. **Licensee's Obligations.** Licensee acknowledges and agrees that it is responsible for the use or misuse of the Service by Authorized Users, and a breach by any Authorized User of any term of this Agreement will be deemed a breach by Licensee of this Agreement. Licensee will cooperate with Autura in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Autura may reasonably request (including, without limitation, communicating information around fee changes, documentation requirement changes, tow rotation/dispatch methodology changes, and VIN data collection processes).

3. Professional Services.

1. **General.** Subject to Licensee's compliance with the terms and conditions of the applicable Order Form, Autura will perform the Professional Services in accordance with any specifications set forth in such Order Form. Licensee will reasonably cooperate with Autura to facilitate provision of Professional Services. This cooperation will include, without limitation, (i) performing any tasks reasonably necessary for Autura to provide the Professional Services and to avoid unnecessary delays; (ii) fulfilling any Licensee obligations described in the applicable Order Form in a timely manner; and (iii) responding to Autura's reasonable requests related to Professional Services in a timely manner. Notwithstanding anything in the applicable Order Form to the contrary, Autura will not be liable for any delays in performing the Professional Services that arise, in whole or in part, from Licensee's acts or omissions, including, without limitation, its failure to comply with this Section 3(a).
2. **Intellectual Property Rights.** Autura solely owns all right, title and interest in and to any software, notes, records, drawings, designs or other copyrightable materials, inventions (whether or not patentable), improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Autura, solely or in collaboration with others, arising out of, or in connection with, Autura performing the Professional Services, including any copyrights, patents, trade secrets, mask work rights or other intellectual property



rights relating to the foregoing (“Inventions”). Autura hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right during the Term to use the portion of the Inventions that is incorporated into any deliverables that Autura provides to Licensee under the applicable Order Form solely to use any such deliverables. Autura reserves all rights not expressly granted in the prior sentence and does not grant any implied licensed under this Section 3.

4 Fees.

1. **Fees.** As consideration for the Services rendered hereunder, Licensee will pay Autura the fees, expenses, and other charges set forth in the applicable Order Form (collectively, “Fees”) (collectively, “Fees”). Unless otherwise specified in an Order Form, all Fees will be due and payable within thirty (30) days from the date of the applicable invoice issued by Autura. Except as expressly set forth herein, all Fees are non-cancellable and non-refundable. Late Fee payments will accrue interest at the rate of one and one half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lower, accruing from the date such payment was due until the date paid.
2. **Taxes.** The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any applicable taxing authorities (collectively, “Taxes”). Licensee is responsible for paying all Taxes associated with its receipt of the Services (except for any Taxes based on Autura’s net income). If Licensee is legally entitled to an exemption from the payment of any Taxes, immediately following the date of the applicable Order Form, Licensee shall provide Autura with valid, current tax exemption certificates and any other supporting documentation required to establish Licensee’s tax-exempt status for each jurisdiction in which it claims an exemption.

5. Confidential Information.

1. **Definition of Confidential Information.** As used herein, “Confidential Information” means all confidential information disclosed by a Party (“Disclosing Party”) to the other Party (“Receiving Party”), that is marked in writing as “confidential” or by a similar designation. For clarity, Confidential Information of Autura also includes the Autura technology underlying the Platform and any related non-public specifications, documentation or technical information that Autura makes available to Licensee. Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party without restriction prior to its disclosure by the Disclosing Party and without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without restriction and without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party.
2. **Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party may only use Confidential Information of the Disclosing Party to perform its obligations or exercise its rights under this Agreement. Except as expressly authorized by the Disclosing Party in writing, the Receiving Party will not disclose any Confidential Information of the Disclosing Party to any third party other than those of its and its affiliates’ employees, contractors or agents who need such access to perform obligations under this Agreement and who agree to abide by substantially similar terms as those set forth in this Section 5.
3. **Terms of this Agreement.** This Agreement (including its terms and conditions, Order Forms and fees and pricing schedules) shall be deemed Autura’s Confidential Information but shall be subject to the compelled disclosure provisions set forth in Section 5(d).
4. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is required by law to do so (as evidenced by legal opinion of outside counsel), provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If Receiving Party is compelled to disclose any Confidential Information of Disclosing Party as permitted by this Section 5(d), Receiving Party agrees to disclose only the information strictly necessary to comply with the applicable law (as evidenced by legal opinion of outside counsel).

6. Term and Termination.

1. **Term.** This Agreement shall commence upon the date of the first Order Form, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Order Form Service Terms (the “Term”). For each Order Form,



unless otherwise specified therein, the “Order Form Service Term” shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as set forth herein, (x) shall continue for the initial service term specified on such Order Form (the “Order Form Initial Service Term”), and (y) following the Order Form Initial Service Term, shall automatically renew for additional successive periods of equal duration to the Order Form Initial Service Term (each, a “Order Form Renewal Service Term”) unless either party notifies the other party of such party’s intention not to renew no later than thirty (30) days prior to the expiration of the Order Form Initial Service Term or then-current Order Form Renewal Service Term, as applicable.

2. **Termination.** Either Party may terminate this Agreement upon thirty (30) days’ prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy such material breach within the thirty (30)-day notice period.
3. **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, the rights and licenses granted by Autura hereunder will automatically terminate and Licensee shall immediately cease all use of and access to the Services. All outstanding Fees owed pursuant to Section 4 will become immediately due and payable. The provisions of Sections 1(b), 1(c), 1(e), 2(b), 3(b), 4, 5, 6(c), 7(d), 8, 9, 10 and 12 and all defined terms used in those Sections, together with any provisions hereof which expressly by their terms survive, will survive any expiration or termination of this Agreement.

7. Representations and Warranties.

1. **Mutual.** Each Party represents and warrants that: (i) it has the right, power and authority to enter into this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (ii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action of the Party; and (iii) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
2. **Licensee.** Licensee further represents and warrants that: (i) it owns or otherwise has sufficient rights to the Data to grant the license set forth in Section 1(d); and (ii) no Data submitted to the Platform does or will violate the privacy, intellectual property or other rights of any person or entity or any applicable laws, rules or regulations.
3. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH UNDER THIS SECTION 7, THE SERVICES AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT BY AUTURA ARE PROVIDED ON AN “AS-IS” BASIS, AND LICENSEE ASSUMES ALL RESPONSIBILITIES FOR SELECTION OF THE SERVICES TO ACHIEVE LICENSEE’S INTENDED RESULTS, FOR THE ACCURACY AND/OR QUALITY OF ITS DATA, AND FOR ITS USE OF, AND RESULTS OBTAINED FROM, THE SERVICES. AUTURA DOES NOT WARRANT THAT THE SERVICES OR ANYTHING ELSE PROVIDED IN CONNECTION WITH THIS AGREEMENT WILL BE ERROR-FREE OR THAT THE SERVICES WILL WORK WITHOUT INTERRUPTIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, AUTURA MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND AUTURA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING.

8. Limitations on Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, (I) EXCEPT WITH RESPECT TO SECTION 9, IN NO EVENT WILL EITHER PARTY’S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID TO AUTURA DURING THE TERM; AND (II) EXCEPT TO THE EXTENT SUCH DAMAGES ARE PAID OR PAYABLE TO UNAFFILIATED THIRD PARTIES PURSUANT TO EITHER PARTY’S OBLIGATIONS PURSUANT TO SECTION 9, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, DATA OR OTHER BUSINESS OPPORTUNITIES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THIS SECTION 8 DOES NOT LIMIT EITHER PARTY’S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS.



9. Indemnification.

1. **Licensee.** To the extent permitted by law, Licensee will defend, indemnify, and hold harmless Autura, its Affiliates, and its and their respective officers, directors, employees, agents, successors, and assigns from and against all third-party claims ("Third Party Claims"), and all losses, damages, liabilities, settlements, costs, and expenses (including reasonable attorney's fees), in each case, that are paid or payable to third parties pursuant to such Third Party Claims, to the extent such Third Party Claims (1) arise from any Licensee Data (including, without limitation, any allegation that (i) any Licensee Data infringes, violates, or misappropriates the personal, intellectual property, or proprietary rights of any third party, or (ii) any Licensee Data is inaccurate or otherwise damaging to any third party), and/or (2) arise from or allege the violation of any applicable law or regulation by Licensee or Licensee Data. "Affiliate" means any entity controlling, controlled by, or under common control with a party hereto, where "control" means the ownership of more than 50% of the voting securities in such entity.
2. **Autura.** Autura will defend, indemnify, and hold harmless Licensee, its Affiliates, and its and their respective officers, directors, employees, agents, successors, and assigns from and against all Third Party Claims, and all losses, damages, liabilities, settlements, costs, and expenses (including reasonable attorney's fees), in each case, that are paid or payable to third parties pursuant to such Third Party Claims, to the extent such Third Party Claims allege that the Platform (not including any Licensee Data) infringes, violates, or misappropriates such third party's intellectual property right(s) ("Infringement Claim"). In the event of an Infringement Claim, Autura, at its sole option and expense, may: (i) procure for Licensee the right to continue using the Platform or the allegedly infringing part thereof; (ii) modify the Platform so that it is no longer infringing; (iii) replace the Platform or the allegedly infringing part thereof with other non-infringing software, applications, or materials having substantially the same capabilities; or, (iv) terminate this Agreement and repay to Licensee a pro-rata portion of the Fees applicable to the period of time following the effective date of such termination. Notwithstanding the obligations, Autura will have no liability for an Infringement Claim to the extent the actual or alleged infringement, misappropriation, or violation results from (a) any violation of this Agreement by Licensee or any Authorized Users; (b) any modification, alteration or addition made to the Platform made by a person or entity other than Autura; (c) any failure by Licensee or any Authorized Users to use any updates made available by Autura; (d) any settlements entered into by Licensee or costs incurred by Licensee for the Infringement Claim that are not pre-approved by Autura in writing; or (e) the combination of the Platform with any software, hardware, or other material not directly provided by Autura hereunder.
3. **Procedures.** Each Party's obligations pursuant to Sections 9(a) and 9(b) above (respectively) are expressly conditioned on: (a) the Party seeking indemnification under this Section 9 ("Indemnified Party") providing the other Party ("Indemnifying Party") with prompt written notice of the applicable Third Party Claim for which the Indemnified Party seeks indemnification; (b) the Indemnified Party reasonably cooperating in the defense and/or settlement of such Third Party Claim, at the Indemnifying Party's sole expense; and (c) the Indemnifying Party having sole control over the defense and/or settlement of such Third Party Claim. The Indemnifying Party may not agree to any settlement of any Third Party Claim against the Indemnified Party that admits wrongdoing by the Indemnified Party, or otherwise imposes any material obligation on the Indemnifying Party (not entirely covered by an indemnification obligation hereunder), without the Indemnified Party's prior express written consent, which consent will not be unreasonably withheld, conditioned or delayed. The Indemnified Party may participate in the defense of a Third Party Claim through counsel of its own choice at its own expense.

10 Records. Autura shall maintain all records and supporting documentation pertinent to Autura's compliance with applicable laws with respect to the products set forth on the applicable Order Form for a period of no less than one (1) year after the termination or expiration of this Agreement. If any litigation involving these records has been started before the expiration of the one (1) year retention period, the records shall be retained until resolution of such litigation.

11. Insurance. Autura will maintain insurance policies providing at least the following coverage and will upon written request of the Licensee, provide a certificate of insurance evidencing the following: (i) Technology Products and Services Errors & Omissions liability with a limit of at least \$1 Million; (ii) Technology & Cyber Security liability with a limit of at least \$1 Million; (iii) Commercial General liability with a limit of at least \$1 Million; (v) Workers Compensation and Employer's liability that meets the statutory limits; and (vi) Umbrella liability with a limit of at least \$3 million. Autura also agrees that it will be solely responsible for ensuring that its agents (including contractors and subcontractors) maintain other insurance at levels no less than those required by applicable law and customary in Autura's and its agents' industries. For liability coverage, the insurance certificate shall list



the Licensee as Certificate Holder and name as additional insureds "Licensee, and its officers, agents and employees," and an endorsement to the liability policy shall confirm the naming of the Licensee as an additional insured.

12. Miscellaneous. Each Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling such Party to seek injunctive relief in addition to all available remedies. Neither Party may assign this Agreement or any rights under it, in whole or in part, without the other Party's prior written consent; provided that either Party may assign this Agreement or any rights under it without prior written consent to a successor in connection with a merger, acquisition, reorganization, consolidation, or sale of all or substantially all of its assets or the business to which this Agreement relates. Any attempt to assign this Agreement other than as permitted above will be void. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement will remain in full force and effect. This Agreement will be governed by and construed under the laws of the State of Missouri without reference to its conflict of laws principles. This Agreement, including all Order Forms referencing this Agreement, embodies the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any previous or contemporaneous communications, whether oral or written, express or implied. This Agreement may be modified or amended only by a writing signed by both Parties. If there is any conflict or inconsistency between the terms of any Exhibit and the terms in the body of this Agreement, then the terms in the body of the Agreement will control solely to the extent of the conflict. All waivers made under this Agreement must be made in writing by the Party making the waiver. Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth above and with the appropriate postage affixed; or (ii) sent via email to the contacts for each Party set forth on the Order Form (and in any event, in the case of Autura, also to info@Autura.com). Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two (2) business days following the date of mailing, one (1) business day following delivery to a courier, and/or on the same day a facsimile or electronic mail is sent to the recipient. Autura will not be liable or responsible to Licensee, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Autura including, without limitation, acts of God, natural disaster, pandemic, denial or services attacks and/or service provider system outages (collectively, "Force Majeure Events"). This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute a single agreement.



ATTACHMENT A SUPPORT LEVEL AGREEMENT

1. This Support Level Agreement (this “SLA”) provides the support terms for the Autura Services and related Software and is an integral part of the Autura Service Agreement. Autura will use commercially reasonable efforts to provide technical support to Licensee 24 hours each day, seven days each week, including national holidays (“Support”). To request Support, Licensee must contact Autura using one of the following methods:
 1. On-line Help Desk: <https://support.Autura.com>
 2. Email: helpdesk@Autura.com
 3. Phone Support for agency (city/county/state) users: 877-787-5006
 4. Phone Support for tow company users: 877-999-9874
2.
 1. **Provision of Support.** Autura will provide Support to the Licensee’s designee. Autura will not be responsible for addressing or resolving Events (defined below) that Autura reasonably determines are caused by Licensee’s systems or any misuse of the Platform.
 2. **Events.** “Events” are occurrences that impact the availability of the Platform, except for scheduled downtime, as determined by Autura in its reasonable discretion. Autura distinguishes among three classes of Events as follows:
 1. Class 1 Event: A complete loss of the Platform’s functionality such that no user can use the Platform.
 2. Class 2 Event: The Platform’s functionality is materially impaired such that at least approximately 10% of users cannot use the Platform for its intended purpose.
 3. Class 3 Event: Any other problems or issues, including, without limitation, any general questions about the Platform or problems that do not rise to Class 1 Events or Class 2 Events.
1. **Response Times.** Autura will use commercially reasonable efforts to respond to Licensee support requests in accordance with the target response time frames set forth below, which begin at the time Autura receives a Support request:

<u>Class</u>	<u>Target Response Time</u>
1	4 hours or better
2	24 hours or better
3	5 business days
3. **Scheduled Maintenance Downtime.** Autura will use commercially reasonable efforts to schedule maintenance between the hours of 10PM and 4AM Pacific Standard time. Autura will provide Licensee with reasonable advance written notice of scheduled downtime unless otherwise reasonably necessary to address an emergency or critical error. Autura may access the Platform during the scheduled maintenance downtimes for maintenance purposes and to implement Platform updates, bug fixes and/or any other changes that Autura deems necessary or advisable.



TOW MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT, by and between The City of Raytown, Missouri, a municipal subdivision of the State of Missouri (the “City”), and CFKAA Holdings, LLC (“Autura” or “Provider”).

WHEREAS, the City seeks to enter into an agreement for tow management services, and

WHEREAS, Provider is capable of providing such service to the City and desires to do so under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the City and Provider hereby agree as follows:

1. Scope of Services

The parties agree to the following services during the term of this agreement:

a. Provider shall provide all planning, execution, implementation, and training for a new Towing Management System (“TMS”) for the City as set forth in **Appendix A** to this agreement.

b. City shall require tow companies qualified under this agreement to provide towing services under Provider’s TMS to accept dispatches for law enforcement-initiated tows via Provider’s automated platform.

c. Provider will ensure that its participating towing companies abide by all terms of this agreement.

d. Provider acknowledges and will require of its participating providers, that when the services of a tow or storage lot are required for a City-initiated tow, such vehicles will be transported to a tow lot in the corporate limits of Raytown, Missouri unless such facility refuses to accept the vehicle, in which case the vehicle will be transported for no additional charge to the next closest participating tow or storage lot. Such refusal shall be confirmed in writing.

2. Effective Date of Contract

This agreement shall be effective upon final execution of this instrument.

3. Term of Contract

The parties agree that the term of this contract shall be for a period of one (1) year,

beginning on the first day of the first full calendar month following the month in which the system becomes operational.

4. **Contract Termination**

This contract may be terminated by either party by giving sixty (60) days' notice in writing to the other party expressing intent to terminate the contract. If either party terminates this contract under this provision, the City shall be allowed a reasonable time, not more than an additional thirty (30) days, to secure any reports or documents pending for closure.

The City or its designee may terminate this agreement in whole or in part for any reason for the convenience of the City by giving Provider at least sixty (60) days' notice. In the event of termination, all documents and data procured by Provider, up to the termination date, shall become the property of and be retained by the City.

5. **Breach of the Agreement**

A. **Events of Default.** The following shall be defaults under this Agreement and the term "Event(s) of Default" shall mean one of more of the following events:

- 1) Provider's failure to pay any amount due, under this Agreement.
- 2) Provider's failure to observe or perform any of the non-monetary covenants, conditions, and agreements contained in this Agreement, on Provider's part to be observed, kept, or performed, and the continuation of such failure without cure for fourteen (14) days after written notice from the City specifying the default, and provided Provider has not cured the default as provided herein.
- 3) Any other event that, in the City's opinion, impairs or interferes with the City's rights or the purposes of this agreement, and provided Provider has not cured the default to the City's satisfaction within fourteen (14) days after written notice from the City specifying the default.

B. **Notice of Default and Cure.** When the City discovers any Event of Default, it may provide written Notice of Default to Provider that details the Event(s) of Default and may include specific instructions on or conditions of the cure required of Provider. Provider shall have fourteen (14) days to cure the Event(s) of Default to the City's satisfaction.

C. **Remedies.** When an Event of Default occurs, City shall have the right, at its option and without any further demand or notice, to take any action and/or do the following:

- 1) With or without terminating this Agreement, City may negotiate with Provider to cure or rectify the Event(s) of Default and reform or replace the Agreement.
- 2) Give to Provider notice that City elects to terminate the Agreement upon a date specified in the notice; the date shall be not less than thirty (30) calendar days after the date of the notice.

- 3) In the event that City gives Notice of Default and Provider believes that such default cannot be cured within fourteen (14) days, Provider should notify the City and proceed to cure the default as soon as reasonably possible taking all steps necessary to remedy the default within a reasonable time. The City may, at its discretion, allow for more time to cure the default. However, in granting such additional time the City retains all its rights under this agreement, and the granting of additional time does not waive or prohibit the exercise of any option of the City at any time.

6. Indemnity

Provider agrees to defend, indemnify and hold the City, its employees and elected officials, harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting, directly or indirectly, from any negligent act or omission on the part of Provider, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by Provider or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

Provider shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Provider under this agreement. Provider shall without additional compensation, correct or revise any errors or deficiencies in Provider's final reports and services.

7. Insurance

Provider shall not commence work under this agreement until it has obtained at its own cost and expense all insurance required herein. All insurance coverage is subject to approval of the City and shall be maintained by Provider throughout the duration of this agreement.

A. Workers' Compensation

- a. State: Missouri - Statutory
- b. Employer's Liability with minimum limits of:
 - i. Bodily Injury by Accident: \$100,000 each Accident
 - ii. Bodily Injury by Disease: \$100,000 Each Employee
 - iii. Bodily Injury by Disease: \$500,000 policy limit

B. Commercial General Liability

Including Premises, Operations, Products, Completed Operations, Advertising, and Personal Injury Liability, with the following minimum limits of liability:

- i. \$2,000,000 General Aggregate
- ii. \$2,000,000 Products and Completed Operations Aggregate
- iii. \$1,000,000 Personal Injury and Advertising Injury
- iv. \$1,000,000 Occurrence
- v. \$300,000 Fire Damage Limit
- vi. \$15,000 Medical Expense

C. Commercial Auto Liability (hired and non-owned):

Minimum limits of liability shall be a combined single limit: \$1,000,000 per occurrence.

D. Proof of Insurance

Insurance certificates evidencing that the above insurance is in force with companies acceptable to City and in the amounts required shall be submitted to City for examination and approval prior to the execution of the agreement, after which they shall be filed with City.

The insurance certificate shall name the City as an additional insured and specifically provide that a certificate shall not be modified, canceled or non-renewal except upon thirty (30) days prior written notice to City. Neither City's failure to require or insist upon certificates or other evidence of insurance showing a variance from the specified coverage changes Provider's responsibility to comply with the insurance specifications.

8. Subcontracts

Provider shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized agent of the City. Provider shall ensure and require that any subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of Provider used to perform any portion of this agreement shall report to and bill Provider directly. Provider shall be solely responsible for the breach, performance or nonperformance of any subcontractor. If specifically authorized by the City, Provider is responsible for the performance of all subcontractors and shall compensate said subcontractors. Provider shall ensure all subcontractors comply with Equal Employment Opportunity, anti-discrimination, and legal workforce policies.

9. Independent Contractor

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, a joint venture, or an association with the City and Provider. Provider is an independent contractor and neither it, its' employees, agents, subcontractors nor representatives shall be considered employees, agents or representatives of the City. Except as otherwise provided herein, Provider shall maintain, in all respects, its present control over the means and personnel by which this agreement is performed. From any amounts due Provider, there shall be no deduction for federal income tax or Federal Insurance Contributions Act ("FICA") payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax FICA payments, state income tax, unemployment compensation taxes, and other payroll deduction and taxes are the sole responsibility of the Provider. Provider shall ensure all subcontractors comply with Equal Employment opportunity, anti-discrimination, and legal workforce policies.

Pursuant to Federal and local laws, Provider warrants that they have registered with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Missouri.

10. Force Majeure

The City and Provider agree that Provider shall not be liable for any delay or

inability to perform this agreement, directly or indirectly caused by or resulting from strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God, or other cause beyond reasonable control of Provider and the City.

11. Controlling Law

The parties to this Agreement hereby irrevocably and unconditionally agree that any suit, action, or proceeding arising out of or related to this Agreement shall be brought only in the Circuit Court of Jackson County, Missouri. To the fullest extent permissible by law, the parties hereby consent to the personal jurisdiction, venue, and forum of such court and hereby irrevocably and unconditionally waive any claim or objection that it is not subject to the jurisdiction of such a court, that the venue is improper, that the forum is inconvenient or any similar objection, claim, or argument.

12. Successors and Assigns

The City and Provider, respectively, bind themselves, their partners, successors, assigns, and legal representative to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement. Neither the City nor Provider shall assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.

13. Equal Employment and Americans with Disabilities

In connection with the work under this agreement, Provider agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations, as well as City policy related to these matters. In addition, upon entering into this agreement, Provider certifies that it has been made fully aware of City's Equal Employment Opportunity and Americans with Disabilities Act Policies.

12. Data Practices

Provider, its agents, employees, and any subcontractors of Provider in providing all services hereunder, agree to abide by the provisions of Missouri law regarding data privacy. Provider understands that it must comply with these provisions as if it were a government entity. Provider agrees to indemnify and hold the City, its employees and elected officials harmless from any claims resulting from the Provider's unlawful disclosure or use of data protected under state and/or federal laws.

14. Notices

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, via certified mail, and depositing the same in the United States Postal Service, addressed to one of the authorized agents of Provider at its address stated herein, and to the authorized agent of the City at the address stated herein:

If to City:

Damon Hodges, City Administrator

City of Raytown, City Hall
10000 East 59th Street
Raytown, Missouri 64133
damonh@raytown.mo.us

With a copy to:

Jennifer Baird
City Attorney
Lauber Municipal Law, LLC
250 NE Tudor Road
Lee's Summit, Missouri 64086
JBaird@laubermunicipal.com

If to CFKAA Holdings, LLC:

CFKAA Holdings, LLC
Raymond Krouse, CFO
440 N. Barranca Avenue, #6769
Covina, California 91723
rkrouse@autura.com

13. Changes

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as for this agreement.

14. Severability

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or unenforceable would cause the agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

15. Government Immunity

Use of provider's system does not remove government immunity.

15. Implementation

Implementation shall proceed according to the timeline and procedures outlined in **Appendix A.**

16. Terms of Payment

Provider shall receive payments in accordance with the terms set out herein and in **Appendix B.**

17. Conflict of Interest

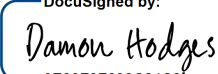
Provider agrees that neither it nor any of its employees, agents, or representatives will engage in arrangements, whether formal or informal, with any tow provider that will or may be utilized by City outside of those arrangements specifically outlined in this agreement.

Provider further agrees that neither it nor its employees will discuss, consult, or otherwise communicate with any tow provider regarding its agreement, potential agreements, or programs involving City without express written consent of City. Violation of this provision shall be grounds for City to terminate this agreement at his sole discretion.

IN WITNESS WHEREOF, the undersigned parties agree to the terms and conditions set forth in the above agreement.

The City of Raytown, Missouri

CFKAA Holdings, LLC

DocuSigned by:

By: ~~Damon Hodges~~
Name: ~~Damon Hodges~~
Title: City Administrator
Date: 5/21/2024

8134518B187C4C9

By: 
Name: Ray Krouse
Title: Chief Financial Officer
Date: 5/17/2024

Appendix A

Scope of Services

The Scope of Services provided under this agreement is organized in these seven sub-sections:

1. Purpose
2. Scope
3. Location
4. Period
5. Implementation Plan
6. Payment Schedule
7. Project Schedule

1. Purpose

The City is seeking a tow management operator with its own proven technology-based towing management system to take over the administration and management of tow operations from the City. Provider and its management system shall include 1) the ability to recruit, vet, qualify, and maintain a list of licensed tow providers who agree to adhere to the City operating requirements; 2) the ability to perform dispatch functions via a secure communications network for licensed towing operators from the list; 3) an inventory tracking system to identify the location of vehicles relocated from the public right-of-way; 4) a geolocating service to ensure that tows are allocated to the closest available approved tow operator and that vehicles are removed to and stored only at approved tow lots, with a preference for lots and operators located in the City and/or close to the tow location; and 5) a consumer complaint investigation component with the ability to track and resolve customer complaints and respond to City requests for resolution.

Provider shall fulfill the expectations above with a combination of technology and industry best practices. The City has an opportunity to replace its existing municipal towing operation with a technology-based model that will improve response times, increase service levels to the City and its citizens, decrease the cost required to administer this program, fairly and efficiently allot tows, and increase oversight and control of tow operators.

2. Scope

The scope of work for the Towing Management Services project includes all planning, execution, implementation, and training for the replacement of the City's current tow process and replacement with a new Towing Management Solution for the City. The solution shall be accessible to authorized City users, towing companies, and members of the public, via a website, mobile application, and telephone number. The solution shall be capable of the following:

- Track the location of towed vehicles by gathering information from towing companies and making that information available to vehicle owners.
- Manage qualification and contracting of licensed tow operators and lots.
- Manage the dispatching, and consumer complaint intake functions of the City's

towing system.

- Track data for all transactions involving the towing management system.

3. Location

Provider shall implement the system using a transition team with technical and operational expertise to support the City. The Provider transition team consists of the staff who led Provider's successful transitions in San Francisco, Baltimore County, San Diego, Kansas City, Concord, Indianapolis, Austin, Las Vegas, and Denver. The transition team will assist and guide the daily operations, ensuring a seamless transition through web-based meetings, noting no on-site commute will generally be needed for this implementation.

4. Period

Provider proposes a phased transition plan with the intent of being ready to cutover to ARIES in 90 days, or another mutually agreed timeframe, from the contract effective date.

5. Implementation Plan

Provider is experienced in developing and implementing comprehensive transition plans for a seamless changeover of tow management programs that minimize disruption to the County, its citizens, and the organizations that currently perform towing, storage, and disposal operations.

Our commitment is to make the transition from operations to Provider as smooth, efficient, and trouble-free as possible. Provider is confident in its ability to execute this transition plan and assume the responsibilities of the Contract, while ensuring that all services required by the City are provided as expected.

Provider will provide the City with a system that is capable of meeting all the requirements outlined in the contract, including, reengineering business practices and providing knowledge transfer appropriate for the nature of the software and managed services solution under the Scope of Work.

Provider will assist the City with drafting procedures that require tow providers to accept dispatches via smartphone application in order ensure their successful transition onto **ARIES** dispatch platform.

Autura's Integrated Enterprise System ("ARIES") is a flexible component-based system that manages the entire lifecycle of a tow and provides comprehensive reporting. ARIES will be hosted on stable, redundant, and secure application and data servers, utilizing Amazon's Relational Database Service ("Amazon RDS"), a web service that makes it easy to set up, operate, and scale or its functional equivalent. It provides cost-efficient and resizable capacity while managing time-consuming database management tasks. The RDS service provides both high availability and built-in automated fail-over from the primary database to a synchronously replicated secondary database in case of a failure.

In conjunction with its software solution, Provider's Partner Support team will manage active dispatch requests and provide technical support to the City and Tow Providers

through our 24x365 support line. The City will be responsible for entering all tow requests into the ARIES/Dispatch system and managing the tow provider network.

Provider proposes the following approach with the goal of a mutually agreed launch of within 120 days of approval of this Agreement by the City. The proposed phases are described below;

- Phase 0: Baseline Configuration
- Phase I: Towing Management Services Implementation
- Phase II: Continuous Improvement and Integration

Phase Ongoing Tow Management Operations

Incorporation of new ARIES

features Roll-out to additional

department units CAD/RMS

Integration

Other City Department system integration

Provider shall work with the City to better understand the City's preferences and needs for the transition. Based on these discussions, Provider will adjust any of the assumptions as appropriate, establish new assumptions as necessary, and define a revised implementation plan that addresses all of the critical needs of the City for the transition. The revised transition plan shall be presented to the City for feedback and approval prior to the agreed upon launch date.

Phase 0: Baseline Configuration

Provider shall commit resources to begin project startup and initial requirements gathering activities with City's support. Based on material and information provided by the City and our industry knowledge and experience, Provider will establish the project infrastructure, discuss implementation options, gather requirements for a baseline configuration and analyze the source system data. This baseline configuration will be a basis for demonstration and initial discussions with the City. With an established baseline, Provider shall adapt the business rules based on City's input for the various functional areas and City's specific needs. This phase of time is estimated at approximately 15 days, noting final approval and execution will likely span into Phase I.

Phase I Towing Management Services Implementation

This phase shall be focused on implementing the systems and processes required for the initial deployment of the City's towing management program. Provider's ARIES platform (ARIES/Dispatch, ARIES/Impound, Provider's public facing website will address the systematic requirements of the program. Before launching, the City will have an automated

dispatch (ARIES/Dispatch) system that supports the required tow programs, access to a standardized impound system (ARIES/Impound) consistently utilized by the Towing Providers, automated financial processing/payment processing, publicly available website access to locate an impounded vehicle, complaint intake features and enhanced reporting/data extract capabilities. This phase of time is estimated at approximately 90 to 120 days.

Phase II: Continuous Improvement and Integration Phase

Provider is continuously enhancing and incorporating new features in its ARIES platform. Provider recognizes that after the initial implementation that the City may want to take advantage of existing or new features and functions within ARIES. Provider is committed to working with the City to implement these throughout the term of the agreement.

Provider recognizes the City has the desire to integrate with law enforcement and financial systems. The City and Provider will work together to develop plans and timelines for supporting the efforts related to these integrations.

Integration with the CAD/RMS is a primary goal for the integration effort. Should the City desire this functionality to be implemented, Provider shall replace the dispatch functionality handled by Communications in the initial phases by giving field Officers the ability to request tows directly from the field. This would eliminate the need in many situations for Officers to call in their tow requests, thereby reducing the call volume of the Dispatch Center staff and providing 'voiceless tow dispatch' capabilities direct from an officer's vehicle. This integration would also provide the added benefit of providing 'unit history' type logging of tow activity within the CAD/RMS. This phase will require engaging with City's IT staff and potentially the CAD vendor to scope and plan the effort.

Provider recognizes that during the contract period, other integration points or systems may be identified. Provider is committed to working with the City in prioritizing and scoping any additional integration activities.

6. Payment Schedule

The Provider Towing Management Solution will function and operate at no cost to the City. Provider will ensure, as a material term of this agreement, that charges to persons utilizing towing services, including but not limited to the storage costs, as a result of tow calls initiated by the City of Raytown Missouri (including by its Police Department) will be no more than those set out in the City's Schedule of Fees, as amended from time to time.

7. Project Schedule

Planning and Design

Provider will make staff available to the City to establish a framework for contract communication, reporting, procedural and contractual activity. During the planning and analysis phase, Provider will be responsible for performing and/or coordinating the following:

- review all relevant documents with the City;
- coordinate and manage the activities of Provider personnel;
- maintain Contract communications through the City's designated personnel, including a communication plan that would define the steps, processes and tools utilized to communicate project information to The City's employees and senior management;
- develop documentation for the operations of the Contract;
- survey and document the City's departmental business processes, accounting processes, and identify different documents that will need to be created as part of the deliverables;
- familiarize the team(s) with the current database and collaborate/create a data migration plan, including reports and data migration methodologies to define various details of the software implementation;
- collaborate and develop a project work schedule; and
- create and communicate a project directory (resources and contact information associated with the project);

Design

Provider commits to work with the City to provide demonstrations and validation meetings (Fit Gap Meetings) with the City's staff that will be the basis for configuring the ARIES software. These efforts will provide the opportunity to clarify existing requirements as well as identify previously unidentified needs that will be documented in Fit Gap Report(s), as well as the following documents:

- technical architecture design documentation;
- data migration design, including analysis of the legacy systems to be migrated to the Software;
- reports review to verify the effectiveness of standard reports to meet City's reporting requirements,

Configuration

Provider will be responsible for software configuration based upon the City's requirements and assistance to prepare for initial user testing, using the information created during the design activities (e.g., Fit Gap Report, etc.), including, but not limited to: creating and configuring user and role permissions; configuring business rules; creating additional reports as needed; providing on-the-job training for the relevant City's department personnel; testing of the software for functionality; and assisting the City with other aspects of software testing.

Provider will plan and provide functional testing, including assistance in the development of a test plan that ensures the ARIES software delivers the expected results that the City

requires.

Provider will provide training and commit to design and conduct web-based training for the City to familiarize all relevant job functions with the ARIES software. Training will be scheduled through mutual agreement between Provider and the City's staff. The training will be supported by the following:

- User manuals prepared by Provider for use by the City with specific training modules based on the ARIES software functionality;
- Interactive, but not in-person, training sessions for City's identified staff that will cover the essential concepts u standard navigation of the ARIES software, as well as end-to- end business processes including, but not limited to, creating a service request, entering information in a service request, and assigning service requests. Provider's training approach creates flexibility that allows the City to make adjustments to the participants and curriculum;
- Training class outlines and training manuals, along with time estimates to complete the sessions;
- Provider staff that are qualified technical experts to conduct the training; and
- Quick reference guides (no more than a total of two (2) pages in length), including graphics for all relevant job functions.

Appendix B

Schedule of Charges and Fees

Provider will ensure, as a material term of this agreement, that charges to persons receiving tow services, including but not limited to the storage costs and the costs of hookup and towing, as a result of tow calls initiated by the City (including, but not limited to its Police Department) will be no more than those set out in this Agreement, as may be amended from time to time.

All types of vehicles tows - Charges to vehicle owner

Vehicles less than or equal to 1 ton vehicle

- \$90 Base tow - (any equipment to tow vehicle property). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided:
- \$45 Winching charges exceeding ½ hour in labor (per ½ hour of labor).
- \$30 Per Day per vehicle for outside storage***
- \$3 Per mile if not towed to Contractor's place of business.
- \$40 Float/ Dolly
- \$45 Labor (additional man and truck assist)
- \$30/hr Stand by time
- \$45 Emergency road service jump start, tire change, etc.) no tow involved:
- \$25 Outside of business hours vehicle release (call out) charged to vehicle owner:

Unless instructed by the owner of the vehicle or the City, all vehicles must be towed to a lot within 5-mile radius of Raytown.

*** No fees shall be charged to the City of Raytown for vehicle storage. Should the owner of the vehicle not pay the storage fees the Contractor agrees such costs shall not be charged to the City of Raytown.

In addition to the fees set forth above, authorized tow providers shall collect an administrative fee of twenty-five dollars and zero cents (\$25.00) for every tow utilizing Provider's platform

on behalf of the City.

City shall authorize such fee as an additional administrative fee to be applied to the invoice for tow services.

The fee shall appear as a separate line item on the invoice for tow services and shall be clearly identified as an administrative fee for tow management services.

The administrative fee shall be a separate fee and shall not be deducted from fees otherwise collected by tow providers performing police-initiated tows on Provider's platform.

Of the twenty-five dollar (\$25.00) administrative fee, tow providers shall remit twenty-two dollars and zero cents (\$22.00) to Provider for each tow utilizing Provider's platform on behalf of the City.

Authorized tow providers shall retain three dollars and zero cents (\$3.00) from the administrative fee for each tow performed as a result of dispatch through Provider's platform.

Provider shall invoice authorized tow providers monthly for any fees collected on tows performed as a result of dispatch through Provider's platform.

Provider shall have the authority to suspend access to Provider's platform of any authorized tow provider who fails to remit payment within thirty (30) days of receipt of Provider's invoice.

Provider shall not charge a fee for any City vehicle tow utilizing Provider's platform.

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 06/13/2025

MEETING DATE: June 17, 2025

SUBMITTED BY:

DEPARTMENT: Administration

Document Type: Resolution

SUBJECT/REQUEST

R-3717-25: Authorizing payment to Insituform Technologies Inc in the amount of \$21,500.00 for sanitary sewer project expenses.

BACKGROUND/JUSTIFICATION

The Board approved R-3608-24 on June 4, 2024 entering into an agreement with Legacy Underground for the 53rd Street Utility Improvements Project.
The City is processing this payment to Insituform Technologies for their work as a subcontractor on the project.

RECOMMENDED MOTION

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	Insituform Technologies
From Account Name and #: 501-62-00-100-57000	Amount: \$21,500.00

REVIEWED BY

Teresa Henry
Michael Graham
Jennifer Baird
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Insituform Technologies Inc

**SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)**

A RESOLUTION AUTHORIZING AND APPROVING PAYMENT TO INSITUFORM TECHNOLOGIES, INC. IN THE AMOUNT OF \$21,500.00

WHEREAS, pursuant to Resolution No.: R-3608-24, approved on June 4, 2024, the Board of Aldermen approved an agreement with Legacy Underground for the 53rd Street Utility Improvements Project; and

WHEREAS, the City of Raytown is processing payment to Insituform Technologies, Inc. for their work performed as a subcontractor on the 53rd Street Utility Improvements Project; and

WHEREAS, the Board of Aldermen find that it is in the best interest of the citizens of the City of Raytown to authorize and approve payment to Insituform Technologies, Inc. in the amount of \$21,500.00.

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

THAT payment in the amount of \$21,500.00 to Insituform Technologies, Inc for their work performed as a subcontractor in the 53rd Street Utility Improvements Project, is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents necessary for this expenditure and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day June, 2025.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 06/04/2025

MEETING DATE: June 17, 2025

SUBMITTED BY:

DEPARTMENT: Public Works

Document Type: Resolution

SUBJECT/REQUEST

R-3718-25: A Resolution Accepting the Missouri Surface Transportation Program (STBG) funding through Mid-America Regional Council (MARC) in the amount of \$980,000.00 and Authorizing Payment of the Local Match.

BACKGROUND/JUSTIFICATION

On July 26, 2024, the City of Raytown submitted the 53rd Street Rock Island Trail Connection Project and the Woodson Road Improvement Project from 67th to 75th to the Missouri Surface Transportation Program (STP) for consideration for a grant. In March 2025, the City of Raytown received confirmation that the City of Raytown had received funding for the 53rd Street Rock Island Trail Connection Project in the amount of \$980,000.00.

In addition to accepting the 53rd Street Rock Island Trail Connection Project, the City of Raytown is obligated to pay a 1.0% non-refundable fee in the amount to \$9,800 to the MARC Transportation Program Local Match Policy and Strategy.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	Missouri Surface Transportation Program
Amount of Request/Contract:	\$ 9,800.00
Amount Budgeted:	\$ 50,000.00

From Account Name	Transportation Sales Tax - Professional Services
From Account Number	204-62-00-100-52250
Amount	\$9,800.00

REVIEWED BY

Robinson Camp Michael Graham Jennifer Baird Damon Hodges Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1.	Reso Missouri Surface Transportation Block Grant Acceptance 2025
2.	Award Letter from MARC

**SUPPORTING DOCUMENTS
 (FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Other:	X	Awarded Letter

A RESOLUTION AUTHORIZING AND APPROVING THE ACCEPTANCE OF THE MISSOURI SURFACE TRANSPORTATION BLOCK GRANT THROUGH MID-AMERICA REGIONAL COUNCIL FOR THE 53RD STREET ROCK ISLAND TRAIL CONNECTION PROJECT IN THE AMOUNT OF \$980,000.00

WHEREAS, the City of Raytown ("City") approves the acceptance of the Missouri Surface Transportation Block Grant through Mid-America Regional Council ("MARC") for the 53rd Street Rock Island Trail Connection Project in the amount of \$980,000.00; and

WHEREAS, in addition to accepting grant, the City is will be accessed a 1.0% non-refundable fee in the amount of \$9,800.00 to MARC Transportation Program Local Match Policy and Strategy; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve the acceptance of the Missouri Surface Transportation Block Grant through Mid-America Regional Council in the amount of \$980,000.00 for the 53rd Street Rock Island Trail Connection Project and pay an accessed 1.0% non-fundable fee in the amount of \$9,800.00 to MARC Transportation Program Local Match Policy and Strategy.

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

THAT the acceptance of the Missouri Surface Transportation Block Grant through Mid-America Regional Council in the amount of \$980,000.00 for the 53rd Street Rock Island Trail Connection Project and pay an accessed 1.0% non-fundable fee in the amount of \$9,800.00 to MARC Transportation Program Local Match Policy and Strategy, is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all other documents necessary or incidental thereto and to take any and all actions necessary to effectuate the terms of the grant on behalf of the City and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th of June, 2025.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

600 Broadway, Suite 200
Kansas City, Missouri 64105-1659

816-474-4240
816-421-7758 FAX
marcinfo@marc.org
www.marc.org



March 24, 2025

Robinson Camp
City of Raytown, MO
10000 East 59th Street
Raytown, MO 64133

RE: 53rd Street Rock Island Trail Connection
TIP #632012

Dear Mr. Camp:

Congratulations, the above referenced project was awarded \$980,000 in 2028 Missouri Surface Transportation Program (STBG) funds through MARC's Missouri Surface Transportation Priorities Committee in October 2024. Since that time, the funding recommendations were approved by the MARC Board of Directors and have been incorporated into the *2024-2028 Transportation Improvement Program*.

In order to receive your awarded funds, coordination and agreement with the Missouri Department of Transportation (MoDOT) will be necessary. We request that you contact Cate Tucker with MoDOT at the following to coordinate project development activities and begin moving your project towards obligation.

Missouri Department of Transportation
600 NE Colbern Rd.
Lee's Summit, MO 64086
Phone: (816) 607-2105
Email: Cate.Tucker@modot.mo.gov

Please note that STBG is a reimbursement program, and no funds will be eligible for reimbursement before they have been approved and obligated by MoDOT and FHWA. This program is also subject to change by Congressional or Administrative action, so any project development costs incurred prior to the obligation of federal funds may be at your agency's own risk.

As directed by the [MARC Transportation Program Local Match Policy and Strategy](#), a 1.0% non-refundable fee will be assessed on the awarded federal funding. A separate invoice for this fee will be sent in and is due in 2025. For the above referenced project, this will amount to \$9,800.

The above referenced project is also subject to the [Reasonable Progress Policy for Federal Transportation Funds Programmed by MARC](#), adopted in January 2014 by the MARC Board of Directors.

Thank you for your interest in MARC's funding programs and best wishes for a successful project.

Marc Hansen, AICP
Principal Planner
Mid-America Regional Council

Chair
Janeé Hanzlick
Commissioner
Johnson County,
Kansas

1st Vice Chair
Beto Lopez
Mayor Pro Tem
Lee's Summit,
Missouri

2nd Vice Chair
Damien Boley
Mayor
Smithville,
Missouri

Treasurer
Holly Grummert
Councilmember
Overland Park,
Kansas

Secretary
Dr. Bridget McCandless
Councilmember
Independence,
Missouri

Executive Director
David A. Warm

CITY OF RAYTOWN

Request for Board Action

DATE SUBMITTED: 06/04/2025

MEETING DATE: June 17, 2025

SUBMITTED BY:

DEPARTMENT: Public Works

Document Type: Resolution

SUBJECT/REQUEST

R-3719-25: A Resolution Approving an Agreement with HG Consult Inc. Engineering & Inspection to Perform Municipal Separate Storm Sewer System (MS4) Compliance and a Budget Adjustment for Same in an amount not to exceed \$38,620.72.

BACKGROUND/JUSTIFICATION

The City of Raytown recently underwent a comprehensive Environmental Protection Agency (EPA) inspection, during which a notable area of concern was identified regarding the documentation of outfall inspections. It was determined that the city's current record-keeping and procedural frameworks were insufficient to adequately demonstrate compliance with federal environmental regulations. This situation necessitated immediate and decisive action to mitigate potential non-compliance issues and uphold the city's commitment to environmental protection. In response to these critical findings, the City of Raytown proactively engaged HG Consult Inc., a highly qualified environmental consultancy with a proven track record in stormwater management and regulatory compliance. Their engagement encompasses the execution of detailed outfall inspections, alongside the provision of comprehensive outfall testing services where deemed necessary to ascertain pollutant levels and structural integrity.

In light of these pressing requirements, the Public Works Department formally requests the necessary authorization and budgetary allocation to secure the services of HG Consult Inc.. This strategic partnership will furnish the City of Raytown with the requisite technical expertise and support to thoroughly address and resolve the EPA's expressed concerns pertaining to outfall inspections, thereby ensuring sustained environmental compliance and contributing to the overall well-being of our community.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	HG Consult Inc. Engineering and Inspection
Amount of Contract:	\$38,620.72
Amount Budgeted:	\$ 0.00
Amount Requested	\$38,620.72
From Account Name	Stormwater Fund - Fund Balance
From Account Number	401-00-00-00-39999
Amount	\$38,620.72
To Account Name	Storm Water Fund - Contractual Services
To Account Number	401-62-00-100-53999
Amount	\$38,620.72

REVIEWED BY

Robinson Camp Michael Graham Jennifer Baird Damon Hodges Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1.	Reso HG Consult Inc-Municipal Separate Storm Sewer System (MS4) 2024-2025
2.	MS4 Water Outfall Contract
3.	Outfall Map

**SUPPORTING DOCUMENTS
 (FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Other:	X	Documentation Attached

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HG CONSULT INC TO PERFORM RAYTOWN MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) COMPLIANCE IN AN AMOUNT NOT TO EXCEED \$38,620.72 FOR FISCAL YEAR 2024-2025 AND AMEND THE FISCAL YEAR 2024-2025 BUDGET

WHEREAS, the City desires to engage the professional services of HG Consult Inc to perform Raytown Municipal Separate Storm Sewer Systems (MS4) compliance in the amount of \$38,620.72; and

WHEREAS, the Scope of Basic Services to be provided by HG Consult Inc. as described in the Professional Services Agreement are set forth in the attached Exhibit "A", and

WHEREAS, the Board of Aldermen find that it is in the best interest of the citizens of the City of Raytown to enter into an agreement with HG Consult Inc. for such purposes; and

WHEREAS, pursuant to Resolution R-3636-24, the Fiscal Year 2024-2025 Budget was approved, and it is necessary to amend the Fiscal Year 2024-2025 Budget; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve a professional services agreement with HG Consult Inc for Raytown Municipal Separate Storm Sewer Systems (MS4) compliance in an amount not to exceed \$38,620.72 for Fiscal Year 2024-2025 and amend the Fiscal Year 2024-2025 Budget.

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

THAT a professional services agreement with HG Consult Inc for Raytown Municipal Separate Storm Sewer Systems (MS4) compliance in an amount not to exceed \$38,620.72 for Fiscal Year 2024-2025 in substantially the same form as attached hereto as Exhibit "A" and incorporated herein, is hereby authorized and approved; and

FURTHER THAT the Fiscal Year 2024-2025 budget approved by Resolution R-3626-24 is hereby amended as follows:

FROM:	TO:
Storm Water Fund-Fund Balance	Storm Water Fund-Contractual Services
401.00.00.100.39999	401.62.00.100.53999
\$38,620.72	\$38,620.72

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents necessary in connection with such agreement and the City Clerk is authorized to attest thereto.

RESOLUTION NO.: R-3719-25

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of June, 2025.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M Baird, City Attorney

Exhibit A (Costs)
MS4 Water Outfall
Project No. 25.PUR.062
Labor Hours Estimate

Task Description	P1	CBM	CT-1	CT-2	ST	CI-1	PM
Task 1 - Administration							
Administration (project set-up, monthly invoicing, printing)		4					
Digital Field App (customize for MS4 data collection, GIS Maps)						32	8
Deliverable Compilation						32	10
TASK 1 Total Hours =	0	4	0	0	0	64	18
Task 2 - Field Inspection							
Asset Identification (assume 0.5-hr/asset, total of 22 assets)				11		11	
Clearing and Grubbing (assume 0.5-hr/asset, total of 22 assets)				11		11	
Discharge Sampling (assume 1.0-hr/asset, total of 22 assets)				22		22	
Asset Condition Rating (assume 0.5-hr/asset, total of 22 assets)				11		11	
TASK 2 Sub-Total Hours =	0	0	0	55	0	55	0
Task 2 Contingency (15%) =	0	0	0	9	0	9	0
TASK 2 Total Hours (w/ contingency) =	0	0	0	64	0	64	0
TOTAL PROJECT HOURS =	0	4	0	64	0	128	18

Exhibit A (Costs)
MS4 Water Outfall
Project No. 25.PUR.062
Equipment Fees

Lab Testing Fees	Rate	Charge Rate	# of Tests	Sub-Total
pH	per test	\$15.00	22	\$330.00
Oil & Grease	per test	\$90.00	22	\$1,980.00
E. Coli	per test	\$80.00	22	\$1,760.00
Surfactants	per test	\$60.00	22	\$1,320.00
Specific Conductivity	per test	\$25.00	22	\$550.00
Ammonia	per test	\$80.00	22	\$1,760.00
Chlorine	per test	\$30.00	22	\$660.00
Fluoride	per test	\$40.00	22	\$880.00
Total Hardness	per test	\$30.00	22	\$660.00
Dissolved Oxygen	per test	\$40.00	22	\$880.00

Lab Fee Sub-Total = \$10,780.00

TOTAL LAB FEES = \$10,780.00

Exhibit A (Costs)
MS4 Water Outfall
Project No. 25.PUR.062
Mileage Breakdown

Person	One-way Trip Miles	Round Trip Miles	# of Trips	Notes	Total Miles
CT-2	15	30	5		150
CI-1	15	30	5		150
PM	15	30	2		60

Total Miles = 360
Mileage Rate (\$/mile) \$0.70

Total Mileage Cost = \$252.00

Hg Laboratory Address: 1600 South Noland Road, Independence, MO 64055
Blue Valley Lab: 814 East 16th St, Kansas City, MO 64108

Exhibit A (Costs) MS4 Water Outfall Project No. 25.PUR.062 Task 1 - Administration			
CLASS	TOTAL HOURS	HOURLY RATE	COST
CBM	4	\$244.78	\$979.12
CI-1	64	\$116.19	\$7,436.08
PM	18	\$161.70	\$2,910.56
Direct Salary Total =			\$11,325.76
<u>Other Direct Costs</u>			
Printing Charge =			\$0.00
Mileage =			\$252.00
Other Direct Costs Sub-Total =			\$252.00

Total Cost = \$11,577.76

Exhibit A (Costs) MS4 Water Outfall <i>Project No. 25.PUR.062</i> Task 2 - Field Inspection			
CLASS	TOTAL HOURS	HOURLY RATE	COST
CI-1	64	\$116.19	\$7,436.08
CT-2	64	\$137.92	\$8,826.88
Direct Salary Total =			\$16,262.96

Total Cost = \$16,262.96

Exhibit A (Costs) MS4 Water Outfall <i>Project No. 25.PUR.062</i> Project Costs Summary		
Task 1 - Administration	\$	11,577.76
Task 2 - Field Inspection	\$	16,262.96
Lab Sample Testing Fees	\$	10,780.00
Total Project Costs:		\$ 38,620.72

Note: Any additional inspections required beyond what is outlined in this fee estimate will be charged according to the attached Unit Rate sheet.

Exhibit A (Costs) MS4 Water Outfall Project No. 25.PUR.062 Classifications			
<i>CLASSIFICATION</i>		<i>TITLE</i>	<i>LOADED</i>
ADMIN	P1	PRINCIPAL	\$344.77
	CBM	CORPORATE BUSINESS MANAGER	\$244.78
Construction Materials Testing	CT-1	CONSTRUCTION TECHNICIAN I	\$116.19
	CT-2	CONSTRUCTION TECHNICIAN II	\$137.92
	ST	SENIOR TECHNICIAN (RSO)	\$148.56
Inspections	CI-1	CONSTRUCTION INSPECTOR I	\$116.19
	PM	PROJECT MANAGER	\$161.70

Construction Engineering & Inspection

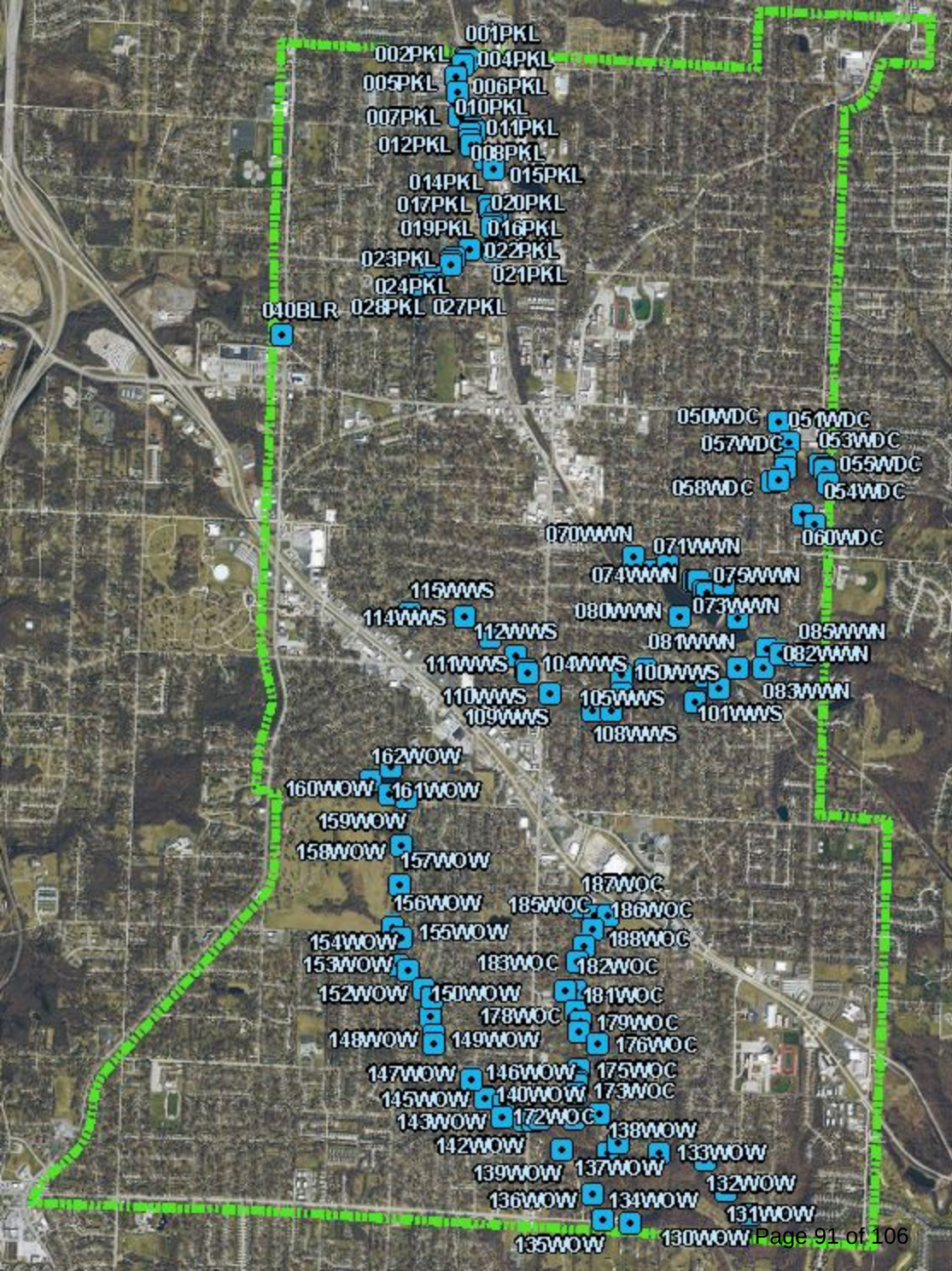
2025-2026 Billing Rates and Fees

PROFESSIONAL SERVICE LABOR RATES

	Job Title	Starting Range	Ending Range
Construction Administration	Project Principal	\$314.97	\$354.71
	Corporate Business Manager	\$222.13	\$237.67
	Project Manager/ Professional Engineer	\$143.00	\$175.16
	Administrative Coordinator	\$130.11	\$142.09
Field Services	Senior Technician/RSO/EIT	\$138.84	\$148.56
	Construction Technician II	\$119.32	\$137.92
	Construction Technician I	\$96.61	\$116.19

NOTES

1. A 2-hour minimum applies to all field inspection and testing services.
2. For construction material testing, the salary of personnel for time charged to a project is in accordance with the labor rates listed.
3. The above labor rates are good through December 31, 2025. Subject to escalation up to 7% annually in July.
4. The current IRS Standard Mileage Rate will apply (The 2025 rate is \$0.70 per mile).



CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 06/04/2025

MEETING DATE: June 17, 2025

SUBMITTED BY:

DEPARTMENT: Public Works

Document Type: Resolution

SUBJECT/REQUEST

R-3720-25: A Resolution Approving a Task Order with Leath & Sons, Inc. to Perform Sanitary Sewer Repairs at 8001 Hedges in an amount not to exceed \$30,328.10.

BACKGROUND/JUSTIFICATION

Public Works is requesting to address a sanitary sewer issue at 8001 Hedges. Public Works is using its Point Repair Contract with Leath & Sons to repair the sanitary sewer and address the road issue. The repair is estimated at \$27,571.00. A ten percent contingency of \$2,757.10 is added for any issues with the project.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	Leath and Sons, Inc
Amount of Request/Contract:	\$30,328.10
Amount Budgeted:	\$60,000.00
From Account Name	Sanitary Sewer Fund - Repairs & Maintenance
To Account Number	501-62-00-100-536000
Amount	\$30,328.10.

REVIEWED BY

Robinson Camp

Michael Graham Jennifer Baird Damon Hodges Teresa Henry
--

LIST OF REFERENCE DOCUMENTS ATTACHED

- | | |
|----|--|
| 1. | Reso Sanitary Sewer Repairs-8001 Hedges-Leath & Sons |
| 2. | R-3606-24 Leath & Sons On-Call Point Repairs |
| 3. | 8001 Hedges Avenue Quote |
| 4. | 8001 Hedges Pictures |

**SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Other:	X	Quote Attached

A RESOLUTION AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF LEATH & SONS, INC. FOR SANITARY SEWER REPAIRS AT 8001 HEDGES IN AN AMOUNT NOT TO EXCEED \$30,328.10

WHEREAS, the City of Raytown periodically identifies sanitary sewer infrastructure that needs repair beyond staff capacity; and

WHEREAS, the City of Raytown approved an on-call professional services agreement with Leath & Sons, Inc. and those services need to be utilized for sanitary sewer infrastructure repairs located at 8001 Hedges in the amount of \$30,328.10; and

WHEREAS, the Board of Aldermen finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the professional services of Leath & Sons, Inc, utilizing an on-call professional services agreement for sanitary sewer infrastructure repairs at 8001 Hedges in an amount not to exceed \$30,328.10.

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

THAT the professional services of Leath & Sons, Inc, utilizing an on-call professional services agreement for sanitary sewer infrastructure repairs at 8001 Hedges in an amount not to exceed \$30,328.10, is hereby authorized and approve; and

FURTHER THAT the City Administrator is authorized to execute all documents necessary for these transactions and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of June, 2025.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

A RESOLUTION AUTHORIZING AND APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR WASTEWATER AND STORMWATER SERVICES WITH LEATH & SONS, INC. UTILIZING THE CITY OF BELTON, MISSOURI COOPERATIVE BID IN AN AMOUNT NOT TO EXCEED \$110,000.00 FOR FISCAL YEAR 2023-2024

WHEREAS, the City of Raytown would benefit from an On-Call Wastewater, and Stormwater Services agreements when sanitary sewer and stormwater issues arise; and

WHEREAS, the City of Belton, Missouri advertised a Request for Proposal for On-Call Wastewater and Stormwater services and Other City Assets and awarded an on-call professional services agreement to Leath & Son's, Inc. to address wastewater and stormwater issues; and

WHEREAS, the Board of Aldermen believe it is in the best interest of the City of Raytown to authorize and approve an on-call professional services agreement with Leath & Sons, Inc. utilizing the City of Belton, Missouri cooperative agreement in an amount not to exceed \$110,000.00 for fiscal year 2023-2024 for such purposes.

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

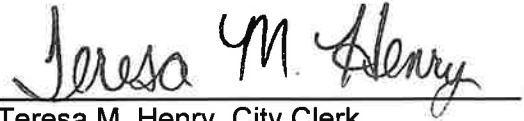
THAT an on-call professional services agreement for wastewater and stormwater services with Leath & Sons, Inc. utilizing the City of Belton, Missouri cooperative agreement in an amount not to exceed \$110,000.00 for fiscal year 2023-2024 is hereby authorized and approved; and

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

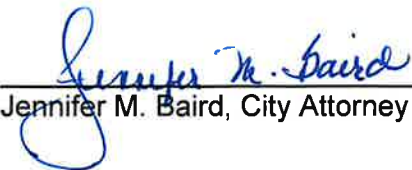
PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 4th day of June, 2024.


Michael McDonough, Mayor

ATTEST:


Teresa M. Henry, City Clerk

Approved as to Form:


Jennifer M. Baird, City Attorney



9301 E 63rd St
Raytown MO 64133
Office 816-353-8623
Fax 816-353-7011

Robinson Camp
DIRECTOR OF PUBLIC WORKS
10000 E 59th Street
Raytown, MO 64133

May 28, 2025

RE: 8001 Hedges Sewer Main Repair

Robinson, I am sending you our proposal for 8001 Hedges Sewer Main Repair. Please let me know if you have any questions.

CITY OF RAYTOWN					
8001 HEDGES SEWER MAIN REPAIR					
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1	\$ 2,500.00	\$ 2,500.00
2	DEMOLITION & REMOVALS	LS	1	\$ 6,400.00	\$ 6,400.00
3	8" SANITARY SEWER MAIN	LF	27	\$ 235.00	\$ 6,345.00
4	8" FERNCO CONNECTION TO EX. PIPE	EA	2	\$ 650.00	\$ 1,300.00
5	DUMP FEES	LOADS	5	\$ 110.00	\$ 550.00
6	SHORING	LS	1	\$ 1,500.00	\$ 1,500.00
7	CURB	LF	37	\$ 38.00	\$ 1,406.00
8	STREET RESTORATION	SY	51	\$ 145.00	\$ 7,395.00
9	SEED & STRAW MATT	SY	50	\$ 3.50	\$ 175.00
				TOTAL	\$ 27,571.00

Sincerely,

David Oshel

David Oshel
Leath & Sons, Inc.

8001 Hedges





CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 06/04/2025

MEETING DATE: June 17, 2025

SUBMITTED BY:

DEPARTMENT: Public Works

Document Type: Resolution

SUBJECT/REQUEST

R-3721-25: A Resolution Approving a Task Order for Leath & Sons, Inc. to perform storm water repairs at 8409 Harvard Terrace in an amount not to exceed \$45,314.50.

BACKGROUND/JUSTIFICATION

There are storm water issues around the location at 8409 Harvard Terrace. Public Works is using its Point Repair Contract with Leath & Sons to address the storm water issue. The repair is estimated at \$41,195.00. A ten percent contingency of \$4,119.50 is added for any issues with the project.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	Leath & Sons, Inc
Amount of Request/Contract:	\$45,314.50.
Amount Budgeted:	\$50,000.00
From Account Name	Storm Water Fund - Repairs & Maintenance
From Account Number	401-62-00-100-53600
Amount	\$45,314.50

REVIEWED BY

Robinson Camp
Michael Graham

Jennifer Baird Damon Hodges Teresa Henry
--

LIST OF REFERENCE DOCUMENTS ATTACHED

- | | |
|----|--|
| 1. | Reso Storm Water Repairs-8409 Harvard Terrace-Leath & Sons |
| 2. | R-3606-24 Leath & Sons On-Call Point Repairs |
| 3. | 8409 Harvard Terrace Map |
| 4. | 8409 Harvard Terrace Quote |
| 5. | 8409 Harvard Terrace Pictures |

**SUPPORTING DOCUMENTS
 (FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Other:	X	Quote Attached

A RESOLUTION AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF LEATH & SONS, INC. FOR STORM WATER REPAIRS AT 8409 HARVARD TERRACE IN AN AMOUNT NOT TO EXCEED \$45,314.50

WHEREAS, the City of Raytown periodically identifies storm water infrastructure that needs repair beyond staff capacity; and

WHEREAS, the City of Raytown approved an on-call professional services agreement with Leath & Sons, Inc. and those services need to be utilized for storm water infrastructure repairs located at 8409 Harvard Terrace in the amount of \$45,314.50; and

WHEREAS, the Board of Aldermen finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the professional services of Leath & Sons, Inc, utilizing an on-call professional services agreement for storm water infrastructure repairs at 8409 Harvard Terrace in an amount not to exceed \$45,314.50.

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

THAT the professional services of Leath & Sons, Inc, utilizing an on-call professional services agreement for storm water infrastructure repairs at 8409 Harvard Terrace in an amount not to exceed \$45,314.50, is hereby authorized and approve; and

FURTHER THAT the City Administrator is authorized to execute all documents necessary for these transactions and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of June, 2025.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

A RESOLUTION AUTHORIZING AND APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR WASTEWATER AND STORMWATER SERVICES WITH LEATH & SONS, INC. UTILIZING THE CITY OF BELTON, MISSOURI COOPERATIVE BID IN AN AMOUNT NOT TO EXCEED \$110,000.00 FOR FISCAL YEAR 2023-2024

WHEREAS, the City of Raytown would benefit from an On-Call Wastewater, and Stormwater Services agreements when sanitary sewer and stormwater issues arise; and

WHEREAS, the City of Belton, Missouri advertised a Request for Proposal for On-Call Wastewater and Stormwater services and Other City Assets and awarded an on-call professional services agreement to Leath & Son's, Inc. to address wastewater and stormwater issues; and

WHEREAS, the Board of Aldermen believe it is in the best interest of the City of Raytown to authorize and approve an on-call professional services agreement with Leath & Sons, Inc. utilizing the City of Belton, Missouri cooperative agreement in an amount not to exceed \$110,000.00 for fiscal year 2023-2024 for such purposes.

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

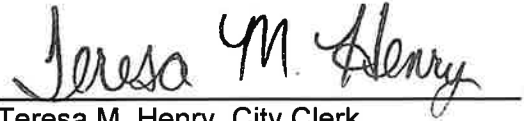
THAT an on-call professional services agreement for wastewater and stormwater services with Leath & Sons, Inc. utilizing the City of Belton, Missouri cooperative agreement in an amount not to exceed \$110,000.00 for fiscal year 2023-2024 is hereby authorized and approved; and

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

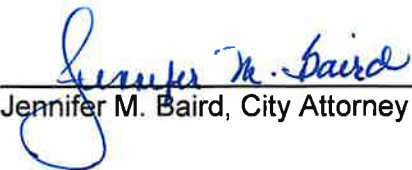
PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 4th day of June, 2024.

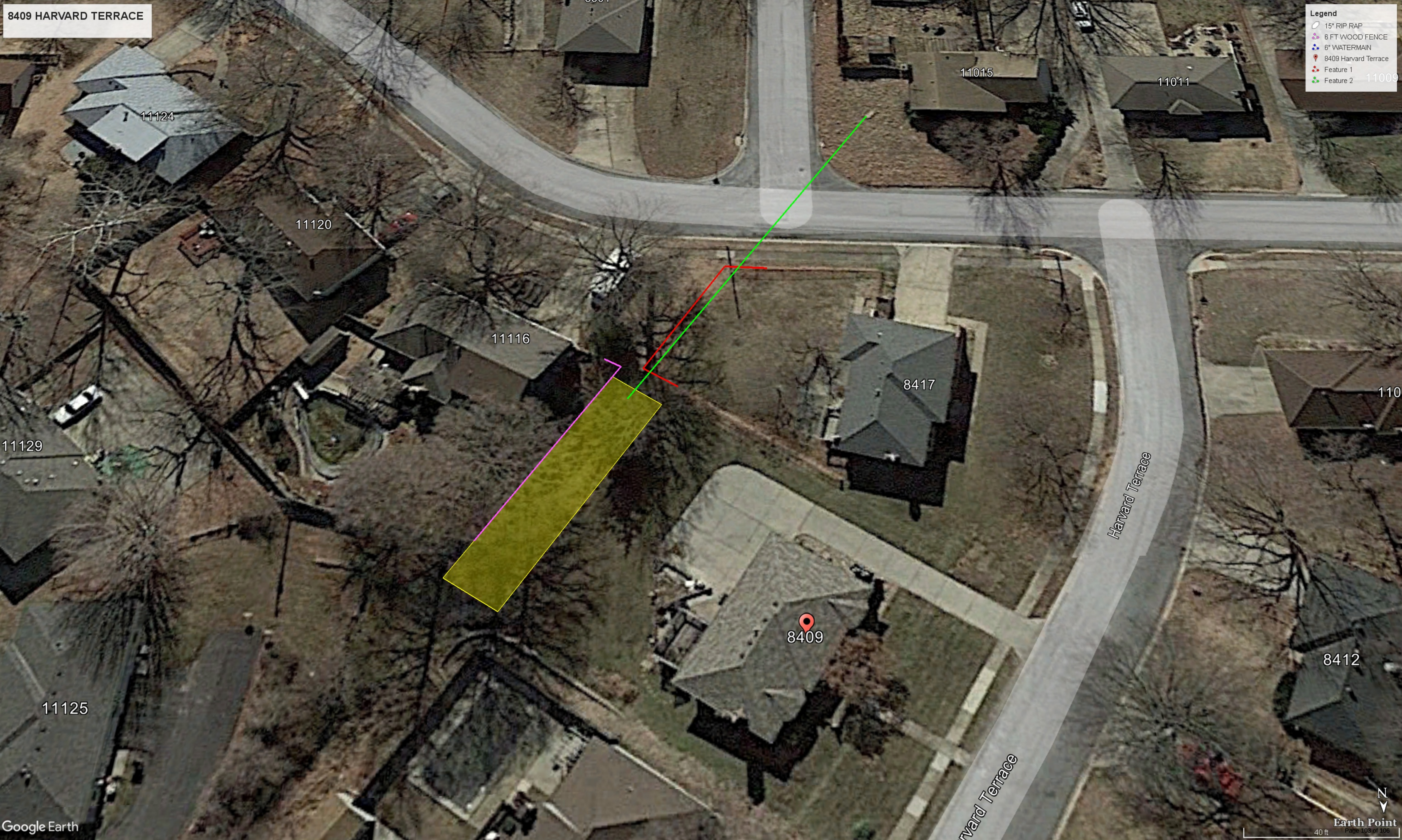

Michael McDonough, Mayor

ATTEST:


Teresa M. Henry, City Clerk

Approved as to Form:


Jennifer M. Baird, City Attorney



8409 HARVARD TERRACE

Legend

- 15" RIP RAP
- 6 FT WOOD FENCE
- 6" WATERMAIN
- 8409 Harvard Terrace
- Feature 1
- Feature 2

11129

11120

11116

8417

8409

11125

11015

11011

11009

8412



9301 E 63rd St
 Raytown MO 64133
 Office 816-353-8623
 Fax 816-353-7011

Daria Sakharova, P.E.
 GBA
 10212 F Street
 Omaha, Nebraska

May 23, 2025

RE: 8409 Harvard Terrace Storm Sewer Improvements REV 1.

Daria, I am sending you our proposal for 8409 Harvard Terrace Storm Sewer Improvements. Please let me know if you have any questions.

CITY OF RAYTOWN					
8409 HARVARD TERRACE					
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1	\$ 2,500.00	\$ 2,500.00
2	CLEARING & GRUBBING	LS	1	\$ 2,800.00	\$ 2,800.00
3	DEMOLITION & REMOVALS (DITCH DEBRIS, FENCE, SIDEWALK)	LS	1	\$ 10,315.00	\$ 10,315.00
4	DUMP TRUCK	HR	16	\$ 135.00	\$ 2,160.00
5	DUMP FEES	EA	16	\$ 110.00	\$ 1,760.00
6	15" RIP RAP	TON	212	\$ 80.00	\$ 16,960.00
8	18" RCP FLARED END SECTION	EA	1	\$ 1,850.00	\$ 1,850.00
10	SIDEWALK	SF	150	\$ 12.00	\$ 1,800.00
12	SEED & STRAW MAT	SY	300	\$ 3.50	\$ 1,050.00
				TOTAL	\$ 41,195.00

Sincerely,

David Oshel

David Oshel
 Leath & Sons, Inc.

8409 Harvard Terrace



