

**TENTATIVE AGENDA**  
**RAYTOWN BOARD OF ALDERMEN**  
**MARCH 5, 2019**  
**REGULAR SESSION NO. 47**  
RAYTOWN CITY HALL  
10000 EAST 59<sup>TH</sup> STREET  
RAYTOWN, MISSOURI 64133  
**7:00 P.M.**

**OPENING SESSION**

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;
- 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;
- 610.021(12) Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected;
- 610.021(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

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

**STUDY SESSION(S)**

Tagline Committee Update  
Alderman Steve Meyers

First Quarter 2018-2019 Budget Report  
Michael Keenan, Cochran Head and Vick, PC  
Missy Wilson, Assistant City Administrator

## 1. CONSENT AGENDA

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

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

## REGULAR AGENDA

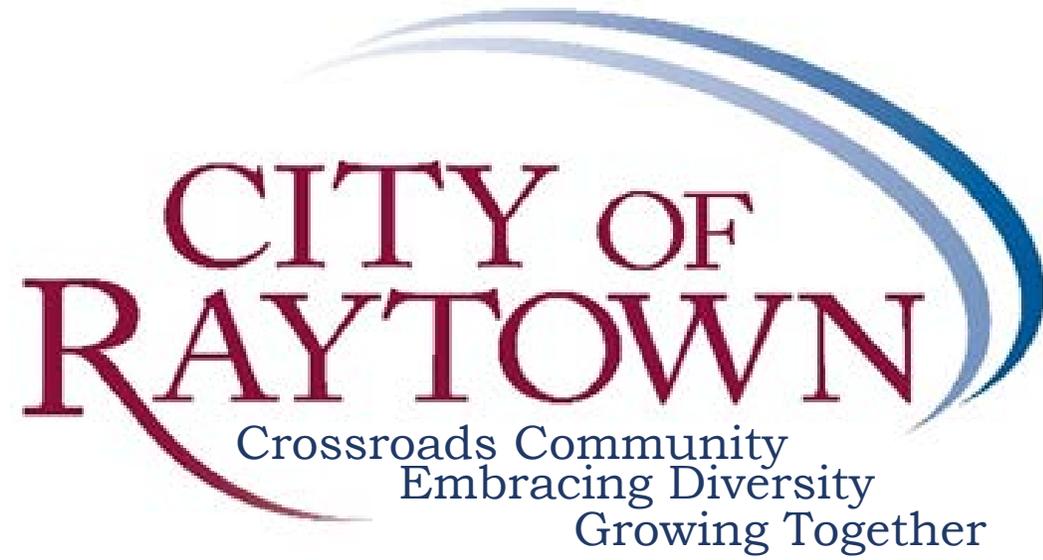
### NEW BUSINESS

2. Public Hearing: A public hearing to consider a final site plan application for property located at 9811 E. 60<sup>th</sup> Street.  
  
★ Staff is requesting the Public Hearing be continued as we are awaiting additional information from the applicant.
3. **R-3181-19: A RESOLUTION** SUPPORTING THE RAYTOWN CHAMBER OF COMMERCE BUILDING FOUNDATION, INC. APPLICATIONS FOR COMMUNITY GRANTS. Point of Contact: Missy Wilson, Assistant City Administrator.
4. **R-3182-19: A RESOLUTION** AUTHORIZING AND APPROVING THE SUBMITTAL OF AN APPLICATION FOR A COMMUNITY GRANT FROM WAL-MART IN THE AMOUNT OF \$1,000.00 FOR THE 2019 RAYTOWN COMMUNITY FISHING DERBY. Point of Contact: Dave Turner, Parks and Recreation Director.
5. **R-3183-19: A RESOLUTION** APPOINTING RUSSELL W. PETRY AS DIRECTOR OF FINANCE FOR THE CITY OF RAYTOWN AND RATIFYING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY AND RUSSELL W. PETRY TO SERVE IN SUCH CAPACITY. Point of Contact: Damon Hodges, City Administrator.
6. **R-3184-19: A RESOLUTION** AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT WITH RAYTOWN ANIMAL HOSPITAL, INC. FOR VETERINARY SERVICES ASSOCIATED WITH ANIMAL CONTROL IN AN AMOUNT NOT TO EXCEED \$68,000.00 FOR FISCAL YEAR 2018-2019. Point of Contact: Ray Haydaripoor, Community Development Director.
7. **R-3185-19: A RESOLUTION** AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT WITH DEW FARMS, LLC FOR MOWING AND NUISANCE ABATEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$46,000.00 FOR FISCAL YEAR 2018-2019. Point of Contact: Ray Haydaripoor, Community Development Director.
8. **R-3186-19: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT WITH TRUMAN HERITAGE HABITAT FOR HUMANITY FOR THE OPERATION OF A MINOR HOME REPAIR PROGRAM IN AN AMOUNT NOT TO EXCEED \$20,000.00 FOR FISCAL YEAR 2018-2019. Point of Contact: Ray Haydaripoor, Community Development Director.

### DISCUSSION ITEM

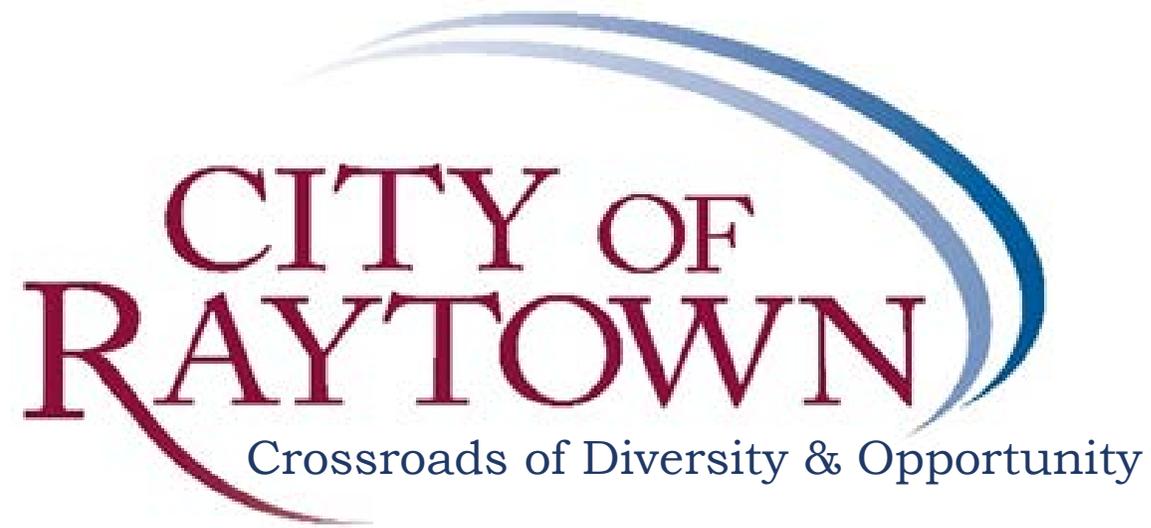
9. Parks/Storm Water Ballot Language - Aldermen Black, Greene and Ward

## ADJOURNMENT



CITY OF  
RAYTOWN

Crossroads Community  
Embracing Diversity  
Growing Together



CITY OF  
RAYTOWN

Crossroads of Diversity & Opportunity

**City of Raytown, Missouri**  
**Summary Financial Highlights and Comparisons Between Budget and Actual**  
**for the Three Months Ending January 31, 2019**

**General Fund**

General Fund revenues were 29% of the budgeted revenues for the 3 months ending January 31, 2019. Property taxes were 78% of budgeted amounts as property taxes are primarily received in December, January, and February of the budget year. Sales, Franchise, Other taxes, and Charges for services are tracking close to budgeted amounts. Municipal court revenue are below budgeted projections. Grants and License and Permits receipts are typically greater in the 2<sup>nd</sup> and 3<sup>rd</sup> quarters. Other revenues are trending ahead of budgeted amount primarily due to interest earnings. Transfers in consist of amounts from the Public Safety Sales Tax fund for police and EMS expenditures.

General Fund expenditures were 25% of the budgeted expenditures for the 3 months ending January 31, 2019. Expenditures by category:

	Actual	Amended Budget	Remaining Budget	% Used
Personnel	\$ 2,106,513	\$ 8,335,924	\$ 6,229,411	25%
Supplies, Services, and Charges	730,615	3,194,956	2,464,341	23%
Repair & Maintenance	93,130	450,941	357,811	21%
Utilities	119,264	600,690	481,426	20%
Transfers out	150,000	350,000	200,000	43%
	<u>\$ 3,199,522</u>	<u>\$ 12,932,511</u>	<u>\$ 9,732,989</u>	<u>25%</u>

**Park Fund**

Park Fund revenues were 58% of the budgeted revenues for the 3 months ending January 31, 2019. Property taxes, the most significant budgeted revenues, are primarily received in December, January, and February of the budget year. Sales Taxes are tracking near budgeted amounts. Charges for Services revenues are tracking behind budgeted revenues however most charges for service revenues are received later in the fiscal year. Other revenues include \$31,000 related to proceeds from the sale of a truck.

Park Fund expenditures were 16% of the budgeted expenditures for the 3 months ending January 31, 2019. Personnel costs are lower than budgeted amounts for the 1<sup>st</sup> quarter. Certain Supplies, Services and Charges are seasonal in nature and will be incurred throughout the remainder of the budget year. Repair and Maintenance and Capital outlay are scheduled later in the fiscal year.

## **TIF Fund**

TIF Fund revenues were 32% of the budgeted revenues for the 3 months ending January 31, 2019. Sales Taxes are on budget. Other taxes are trending above budgeted amounts but include the 350 TIF Pilot for the year. Other revenues are ahead of budget primarily due to interest revenues.

TIF Fund expenditures were 69% of the budgeted expenditures for the 3 months ending January 31, 2019 as the \$1,355,000 principal and \$820,888 interest payment related to the TIF bonds were paid in December.

## **Sewer Fund**

Sewer Fund revenues were 25% of the budgeted revenues for the 3 months ending January 31, 2019.

Sewer Fund expenditures were 21% of the budgeted expenditures for the 3 months ending January 31, 2019. Personnel and Supplies, Services, and Charges are under tracking below budgeted amounts through January 31, 2019. Repair and Maintenance and Capital outlay expenditures are scheduled during the 2<sup>nd</sup> through 4<sup>th</sup> quarters of the fiscal year. Debt service is at 36% of the budgeted amount as all scheduled principal payments have been made to date.

## **Transportation Sales Tax Fund**

Transportation Sales Tax Fund revenues were at 31% of the budgeted revenues for the 3 months ending January 31, 2019. Total Sales tax revenues are tracking near budget. Grant funding is on a reimbursement basis. The City received approximately \$280,000 related to the 83<sup>rd</sup> Street Bridge Project completed in 2018. Reimbursable project costs are anticipated to be incurred during the final 9 months of the fiscal year. Budgeted grant revenues included \$637,000 related to the Hwy 350 & Raytown Road Project. The project is scheduled to be performed later in the fiscal year.

Transportation Sales Tax Fund expenditures were approximately \$22,000 or 1% of the budgeted expenditures for the 3 months ending January 31, 2019. Certain repair and maintenance as well as capital outlay expenditures are scheduled to be incurred during the spring and summer months of the fiscal year.

### **Capital Sales Tax Fund**

Capital Sales Tax Fund revenues were 25% of the budgeted revenues for the 3 months ending January 31, 2019. Total Sales tax revenues are tracking near budget. Other revenues are ahead of budget primarily due to interest revenues.

Capital Tax Fund expenditures for the 3 months ending January 31, 2019 were less than \$5,000. Significant outlay expenditures are slated to be incurred during the remainder of the fiscal year.

### **Public Safety Sales Tax Fund**

Public Safety Sales Tax Fund revenues were 24% of the budgeted revenues for the 3 months ending January 31, 2019. Sales tax revenues are tracking near budgeted amounts.

Public Safety Sales Tax Fund expenditures were 34% of the budgeted expenditures for the 3 months ending January 31, 2019. Transfers out – Police equaled 25% of the budgeted transfer amount. The full amount of the Transfers out – EMS (\$225,000) were utilized with the transition of EMS services to the Raytown Fire District.

### **Stormwater Sales Tax Fund**

Stormwater Tax Fund revenues were 73% of the budgeted revenues for the 3 months ending January 31, 2019 as the full amount of \$150,000 budgeted for Transfers in has been recognized. Total Sales tax revenues are tracking near budget.

Stormwater Fund expenditures for the 3 months ending January 31, 2019 were less than \$5,000. There were no emergency repair and maintenance events during the 1<sup>st</sup> quarter. Other scheduled repair and maintenance expenditures are scheduled for later in the fiscal year.

### **Risk Management Fund**

Risk Management Fund revenues were 9% of the budgeted revenues and 0% of the budgeted expenditures for the 3 months ending January 31, 2019.

### **Capital Improvement Fund**

Capital Improvement Fund revenues were 37% of the budgeted revenues and 59% of the budgeted expenditures for the 3 months ending January 31, 2019. Revenues primarily relate to the Ditzler CID loan interest revenues. Expenditures primarily consist of the 59<sup>th</sup> Street repair project carried forward and re-appropriated from 2017-2018.

City of Raytown, Missouri  
Schedule of Revenues and Expenditures - General Fund (Fund 101)  
For the 1st Quarter ending January 31, 2019

	Actual	Amended Budget	Remaining Budget	% Used
<b>Revenues</b>				
Property taxes	\$ 919,225	\$ 1,182,000	\$ 262,775	78%
Sales taxes	631,197	2,639,000	2,007,803	24%
Franchise taxes	752,205	3,635,000	2,882,795	21%
Other taxes	311,359	1,240,000	928,641	25%
Municipal court receipts	49,867	411,550	361,683	12%
Grants	6,715	44,769	38,054	15%
Charges for Services	292,542	1,158,610	866,068	25%
Licenses and Permits	65,982	358,310	292,328	18%
Other	35,195	67,430	32,235	52%
Transfers in	608,891	1,760,562	1,151,671	35%
<b>Total revenues</b>	<b>3,673,178</b>	<b>12,497,231</b>	<b>8,824,053</b>	<b>29%</b>
<b>Expenditures by Department</b>				
<b>City-wide</b>				
Personnel	-	23,000	23,000	0%
Supplies, Services, and Charges	13,652	139,777	126,125	10%
Transfers out	150,000	350,000	200,000	43%
	<u>163,652</u>	<u>512,777</u>	<u>349,125</u>	<u>32%</u>
<b>Governing body</b>				
Personnel	18,447	73,792	55,345	25%
Supplies, Services, and Charges	45,049	193,356	148,307	23%
	<u>63,496</u>	<u>267,148</u>	<u>203,652</u>	<u>24%</u>
<b>Administration</b>				
Personnel	149,976	671,809	521,833	22%
Supplies, Services, and Charges	8,344	92,182	83,838	9%
Repair & Maintenance	-	2,750	2,750	0%
Utilities	1,367	6,200	4,833	22%
	<u>159,687</u>	<u>772,941</u>	<u>613,254</u>	<u>21%</u>
<b>Police</b>				
Personnel	1,211,993	4,982,947	3,770,954	24%
Supplies, Services, and Charges	95,811	527,624	431,813	18%
Repair & Maintenance	23,680	117,816	94,136	20%
Utilities	5,290	25,900	20,610	20%
	<u>1,336,774</u>	<u>5,654,287</u>	<u>4,317,513</u>	<u>24%</u>
<b>Finance</b>				
Personnel	65,861	364,615	298,754	18%
Supplies, Services, and Charges	25,679	131,544	105,865	20%
Repair & Maintenance	-	2,000	2,000	0%
	<u>91,540</u>	<u>498,159</u>	<u>406,619</u>	<u>18%</u>
<b>Legal</b>				
Personnel	8,044	33,870	25,826	24%
Supplies, Services, and Charges	6,788	94,050	87,262	7%
	<u>14,832</u>	<u>127,920</u>	<u>113,088</u>	<u>12%</u>
<b>Court</b>				
Personnel	58,924	278,819	219,895	21%
Supplies, Services, and Charges	10,275	59,257	48,982	17%
Repair & Maintenance	-	-	-	0%
Utilities	61	300	239	20%
	<u>69,260</u>	<u>338,376</u>	<u>269,116</u>	<u>20%</u>
<b>Public works</b>				
Personnel	292,244	1,118,469	826,225	26%
Supplies, Services, and Charges	28,902	162,788	133,886	18%
Repair & Maintenance	65,857	317,600	251,743	21%
Utilities	110,791	561,560	450,769	20%
	<u>497,794</u>	<u>2,160,417</u>	<u>1,662,623</u>	<u>23%</u>
<b>EMS</b>				
Personnel	173,465	245,900	72,435	71%
Supplies, Services, and Charges	469,580	1,474,163	1,004,583	32%
Repair & Maintenance	2,709	3,000	291	90%
Utilities	1,216	1,730	514	70%
	<u>646,970</u>	<u>1,724,793</u>	<u>1,077,823</u>	<u>38%</u>
<b>Community Development</b>				
Personnel	127,559	542,703	415,144	24%
Supplies, Services, and Charges	26,535	320,215	293,680	8%
Repair & Maintenance	884	7,775	6,891	11%
Utilities	539	5,000	4,461	11%
	<u>155,517</u>	<u>875,693</u>	<u>720,176</u>	<u>18%</u>
<b>Total expenditures</b>	<b>3,199,522</b>	<b>12,932,511</b>	<b>9,732,989</b>	<b>25%</b>
<b>Revenues over(under) expenditures</b>	<b>\$ 473,656</b>	<b>\$ (435,280)</b>	<b>\$ (908,936)</b>	

City of Raytown, Missouri  
Schedule of Revenues and Expenditures - Park Fund (Fund 201)  
For the 1st Quarter ending January 31, 2019

	Actual	Amended Budget	Remaining Budget	% Used
<b>Revenues</b>				
Property taxes	\$ 459,110	\$ 586,000	\$ 126,890	78%
Sales taxes	66,857	277,000	210,143	24%
Charges for Services	11,413	96,700	85,287	12%
Other	36,263	33,900	(2,363)	107%
<b>Total revenues</b>	<b>573,643</b>	<b>993,600</b>	<b>419,957</b>	<b>58%</b>
<b>Expenditures</b>				
Personnel	140,732	647,301	506,569	22%
Supplies, Services, and Charges	14,222	205,932	191,710	7%
Repair & Maintenance	2,660	78,550	75,890	3%
Utilities	7,037	65,050	58,013	11%
Capital outlay	-	50,900	50,900	0%
<b>Total expenditures</b>	<b>164,651</b>	<b>1,047,733</b>	<b>883,082</b>	<b>16%</b>
<b>Revenues over(under) expenditures</b>	<b>\$ 408,992</b>	<b>\$ (54,133)</b>	<b>\$ (463,125)</b>	

City of Raytown, Missouri  
Schedule of Revenues and Expenditures - TIF Fund (Fund 210)  
For the 1st Quarter ending January 31, 2019

	Actual	Amended Budget	Remaining Budget	% Used
<b>Revenues</b>				
Sales taxes	\$ 360,574	\$ 1,456,100	\$ 1,095,526	25%
Other taxes	537,893	1,288,500	750,607	42%
Other	107,446	228,800	121,354	47%
Transfers in	-	200,000	200,000	0%
<b>Total revenues</b>	<b>1,005,913</b>	<b>3,173,400</b>	<b>2,167,487</b>	<b>32%</b>
<b>Expenditures</b>				
Supplies, Services, and Charges	2,657	204,840	202,183	1%
Debt service	2,175,888	2,962,900	787,012	73%
<b>Total expenditures</b>	<b>2,178,545</b>	<b>3,167,740</b>	<b>989,195</b>	<b>69%</b>
<b>Revenues over(under) expenditures</b>	<b>\$ (1,172,632)</b>	<b>\$ 5,660</b>	<b>\$ 1,178,292</b>	

City of Raytown, Missouri  
Schedule of Revenues and Expenditures - Sewer Fund (Fund 501)  
For the 1st Quarter ending January 31, 2019

	Actual	Amended Budget	Remaining Budget	% Used
<b>Revenues</b>				
Charges for Services	\$ 1,799,234	\$ 7,389,000	\$ 5,589,766	24%
Other	148,573	292,323	143,750	51%
<b>Total revenues</b>	<b>1,947,807</b>	<b>7,681,323</b>	<b>5,733,516</b>	<b>25%</b>
<b>Expenditures</b>				
Personnel	202,402	1,060,042	857,640	19%
Supplies, Services, and Charges	933,386	4,692,660	3,759,274	20%
Repair & Maintenance	12,445	232,950	220,505	5%
Utilities	2,649	16,120	13,471	16%
Capital outlay	3,488	270,000	266,512	1%
Debt service	465,539	1,280,494	814,955	36%
<b>Total expenditures</b>	<b>1,619,909</b>	<b>7,552,266</b>	<b>5,932,357</b>	<b>21%</b>
<b>Revenues over(under) expenditures</b>	<b>\$ 327,898</b>	<b>\$ 129,057</b>	<b>\$ (198,841)</b>	

City of Raytown, Missouri  
Schedule of Revenues and Expenditures - Transportation Sales Tax Fund (Fund 204)  
For the 1st Quarter ending January 31, 2019

	Actual	Amended Budget	Remaining Budget	% Used
<b>Revenues</b>				
Sales taxes	\$ 280,023	\$ 1,175,400	\$ 895,377	24%
Grants	279,970	637,000	357,030	44%
Other	2,048	6,000	3,952	34%
<b>Total revenues</b>	<b>562,041</b>	<b>1,818,400</b>	<b>1,256,359</b>	<b>31%</b>
<b>Expenditures</b>				
<b>Public works</b>				
Supplies, Services, and Charges	3,572	248,000	244,428	1%
Repair & Maintenance	17,526	665,000	647,474	3%
Capital outlay	-	1,057,759	1,057,759	0%
<b>Total expenditures</b>	<b>21,098</b>	<b>1,970,759</b>	<b>1,949,661</b>	<b>1%</b>
<b>Revenues over(under) expenditures</b>	<b>\$ 540,943</b>	<b>\$ (152,359)</b>	<b>\$ (693,302)</b>	

City of Raytown, Missouri  
Schedule of Revenues and Expenditures - Capital Sales Tax Fund (Fund 205)  
For the 1st Quarter ending January 31, 2019

	Actual	Amended Budget	Remaining Budget	% Used
<b>Revenues</b>				
Sales taxes	\$ 236,738	\$ 994,000	\$ 757,262	24%
Grants	-	9,285	9,285	0%
Other	20,866	34,104	13,238	61%
<b>Total revenues</b>	<b>257,604</b>	<b>1,037,389</b>	<b>779,785</b>	<b>25%</b>
<b>Expenditures</b>				
<b>Finance</b>				
Supplies, Services, and Charges	707	2,200	1,493	32%
<b>Capital outlay</b>				
City-wide	-	117,000	117,000	0%
Administration	-	45,000	45,000	0%
Police	-	216,115	216,115	0%
Public works	727	1,227,000	1,226,273	0%
EMS	2,884	209,454	206,570	1%
Community Development	0	47,892	47,892	0%
<b>Total expenditures</b>	<b>4,318</b>	<b>1,864,661</b>	<b>1,860,343</b>	<b>0%</b>
<b>Revenues over(under) expenditures</b>	<b>\$ 253,286</b>	<b>\$ (827,272)</b>	<b>\$ (1,080,558)</b>	

City of Raytown, Missouri  
Schedule of Revenues and Expenditures - Public Safety Sales Tax (Fund 207)  
For the 1st Quarter ending January 31, 2019

	Actual	Amended Budget	Remaining Budget	% Used
<b>Revenues</b>				
Sales taxes	\$ 356,592	\$ 1,484,000	\$ 1,127,408	24%
Other	6,473	10,000	3,527	65%
<b>Total revenues</b>	<u>363,065</u>	<u>1,494,000</u>	<u>1,130,935</u>	<u>24%</u>
<b>Expenditures</b>				
<b>Police</b>				
Supplies, Services, and Charges	2,177	13,305	11,128	16%
Utilities	5,438	28,872	23,434	19%
Transfers out	383,891	1,535,562	1,151,671	25%
<b>EMS</b>				
Transfers out	225,000	225,000	-	100%
<b>Total expenditures</b>	<u>616,506</u>	<u>1,802,739</u>	<u>1,186,233</u>	<u>34%</u>
<b>Revenues over(under) expenditures</b>	<u>\$ (253,441)</u>	<u>\$ (308,739)</u>	<u>\$ (55,298)</u>	

City of Raytown, Missouri  
Schedule of Revenues and Expenditures - Stormwater Sales Tax Fund (Fund 401)  
For the 1st Quarter ending January 31, 2019

	Actual	Amended Budget	Remaining Budget	% Used
<b>Revenues</b>				
Sales taxes	\$ 19,728	\$ 81,400	\$ 61,672	24%
Other	1,165	1,800	635	0%
Transfers in	150,000	150,000	-	100%
<b>Total revenues</b>	<u>170,893</u>	<u>233,200</u>	<u>62,307</u>	<u>73%</u>
<b>Expenditures</b>				
<b>Public works</b>				
Supplies, Services, and Charges	3,095	7,200	4,105	43%
Repair & Maintenance	1,395	223,000	221,605	1%
<b>Total expenditures</b>	<u>4,490</u>	<u>230,200</u>	<u>225,710</u>	<u>2%</u>
<b>Revenues over(under) expenditures</b>	<u>\$ 166,403</u>	<u>\$ 3,000</u>	<u>\$ (163,403)</u>	

City of Raytown, Missouri  
Schedule of Revenues and Expenditures - Risk Management Fund (Fund 209)  
For the 1st Quarter ending January 31, 2019

	Actual	Budget	Remaining Budget	% Used
<b>Revenues</b>				
Other	\$ 5,068	\$ 55,000	\$ 49,932	9%
<b>Total revenues</b>	<u>5,068</u>	<u>55,000</u>	<u>49,932</u>	<u>9%</u>
<b>Expenditures</b>				
Supplies, Services, and Charges	339	113,300	112,961	0%
<b>Total expenditures</b>	<u>339</u>	<u>113,300</u>	<u>112,961</u>	<u>0%</u>
<b>Revenues over(under) expenditures</b>	<u>\$ 4,729</u>	<u>\$ (58,300)</u>	<u>\$ (63,029)</u>	

City of Raytown, Missouri  
Schedule of Revenues and Expenditures - Capital Improvement Fund (Fund 402)  
For the 1st Quarter ending January 31, 2019

	Actual	Budget	Remaining Budget	% Used
<b>Revenues</b>				
Other	\$ 29,708	\$ 81,000	\$ 51,292	37%
<b>Total revenues</b>	<u>29,708</u>	<u>81,000</u>	<u>51,292</u>	<u>37%</u>
<b>Expenditures</b>				
Supplies, Services, and Charges	376	31,520	31,144	1%
Capital outlay	248,600	392,292	143,692	63%
<b>Total expenditures</b>	<u>248,976</u>	<u>423,812</u>	<u>174,836</u>	<u>59%</u>
<b>Revenues over(under) expenditures</b>	<u>\$ (219,268)</u>	<u>\$ (342,812)</u>	<u>\$ (123,544)</u>	

**DRAFT  
MINUTES**

**AMENDED**

**(ADDITION OF A CLOSED SESSION ITEM 610.021(12) AND A DISCUSSION ITEM)**

**TENTATIVE AGENDA**  
**RAYTOWN BOARD OF ALDERMEN**  
**FEBRUARY 19, 2019**  
**REGULAR SESSION NO. 46**  
RAYTOWN CITY HALL  
10000 EAST 59<sup>TH</sup> STREET  
RAYTOWN, MISSOURI 64133  
**7:00 P.M.**

**OPENING SESSION**

Mayor Michael McDonough called the February 19, 2019 Board of Aldermen meeting to order at 7:02 p.m. and Rex Block provided the invocation and led the pledge of allegiance.

**Roll Call**

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

Present: Alderman Jason Greene, Alderman Frank Hunt, Alderman Steve Meyers, Alderman Jim Aziere, Alderman Bonnaye Mims, Alderman Karen Black, Alderman Ryan Myers, Alderman Derek Ward

Absent: Alderman Bill Van Buskirk, Alderman Mark Moore

Mayor McDonough moved the Closed Session to immediately follow the Consent Agenda.

Aldermen Greene, Black and Meyers left the dais at 7:05 p.m.

**Public Comments**

Tony Jacob, Raytown, MO, spoke regarding the Mayoral race and the Parks-Storm Water Sales Tax.

**Communication from the Mayor**

Aldermen Greene, Black and Meyers returned to the dais at 7:08 p.m.

Mayor McDonough spoke on the following:

- TIF Refinancing
- The Share the Love Breakfast
- February 10, Dr. Martin Luther King Junior Celebration
- The Ad Hoc Committee to address the Parks-Storm Water Sales Tax proposals

**Communication from the City Administrator**

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

**Committee Reports**

Alderman Ward spoke regarding the recent Parks Board meeting. The Parks Board has approved a Parks-Storm Water Sales Tax of 1/4 cent with 80% going to Parks and 20% going to Storm Water.

Alderman Black spoke regarding the Police Department managing traffic issues during the recent snow storm.

Alderman Meyers spoke regarding the Marketing Committee's continue work on creating a new City tagline.

Alderman Myers spoke regarding his and Alderman Mims' attendance at the MML Municipal Conference.

Alderman Mims followed up with further information regarding the MML Municipal Conference.

Alderman Van Buskirk joined the meeting at 7:22 p.m.

## 1. **CONSENT AGENDA**

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

Approval of the Regular February 5, 2019 Board of Aldermen meeting minutes.

**R-3175-19: A RESOLUTION** AUTHORIZING AND APPROVING THE APPOINTMENT OF WILLIAM MCCLENDON TO THE HUMAN RELATIONS COMMISSION. Point of Contact: Teresa Henry, City Clerk.

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

Ayes: Aldermen Mims, Black, Van Buskirk, Hunt, Ward, Greene, Aziere, Meyers, Myers

Nays: None

Absent: Alderman Moore

William McClendon spoke regarding his appointment to the Human Relations Commission.

### **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;
- 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;
- 610.021(12) Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected;
- 610.021(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

Alderman Mims, seconded by Alderman Meyers, made a motion to adjourn and reconvene in Closed Session. The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Mims, Meyers, Black, Hunt, Aziere, Greene, Myers, Van Buskirk, Ward  
Nays: None  
Absent: Alderman Moore

Alderman Mims, seconded by Alderman Greene, made a motion to adjourn and reconvene in Regular Session. The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Mims, Greene, Hunt, Van Buskirk, Ward, Black, Aziere, Myers, Meyers  
Nays: None  
Absent: Alderman Moore

Mayor McDonough reconvened the meeting in Open Session at 8:25 p.m.

## **REGULAR AGENDA**

### **OLD BUSINESS**

2. Public Hearing: A public hearing to consider a change in zoning for property located at 10009 E. 59<sup>th</sup> Street.

Staff reported that the applicant withdrew their application.

### **NEW BUSINESS**

3. **FIRST READING: Bill No. 6499-19, Section V-A. AN ORDINANCE.** AUTHORIZING AND APPROVING A CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$60,814.00 FOR FISCAL YEAR 2018-2019. Point of Contact: Missy Wilson, Assistant City Administrator.

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

Missy Wilson, Assistant City Administrator, remained available for any discussion.

The ordinance was discussed.

Alderman Mims, seconded by Alderman Black, made a motion to suspend the rules and hold an immediate second reading. The motion was approved by a vote of 9-1-1.

Ayes: Aldermen Mims, Black, Meyers, Greene, Myers, Aziere, Hunt, Ward  
Nays: Alderman Van Buskirk  
Absent: Alderman Moore

The ordinance was read for a second time by title only by Teresa Henry, City Clerk.

Missy Wilson, Assistant City Administrator, remained available for any discussion.

Alderman Black, seconded by Alderman Aziere, made a motion to adopt.

The ordinance was discussed.

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

Ayes: Aldermen Black, Aziere, Ward, Hunt, Van Buskirk, Meyers, Myers, Greene, Mims

Nays: None

Absent: Alderman Moore

4. **R-3176-19: A RESOLUTION** AUTHORIZING AND APPROVING PARTICIPATION BY THE CITY IN THE MISSOURI DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY CRASH REDUCTION/HAZARDOUS MOVING ENFORCEMENT PROJECT AND AN APPLICATION FOR GRANT FUNDING IN CONNECTION WITH THE HIGHWAY SAFETY CRASH REDUCTION/HAZARDOUS MOVING ENFORCEMENT GRANT FOR SUCH PURPOSES. Point of Contact: Randy Hudspeth, Interim Police Chief.

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

Randy Hudspeth, Interim Police Chief, remained available for any discussion.

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

The resolution was discussed.

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

Ayes: Aldermen Van Buskirk, Greene, Hunt, Ward, Black, Aziere, Myers, Meyers, Mims

Nays: None

Absent: Alderman Moore

5. **R-3177-19: A RESOLUTION** SUPPORTING THE MAYOR'S AD HOC EVENT COMMITTEE IN THEIR EFFORTS TO ORGANIZE A SUMMER CONCERT SERIES ON THE CITY'S GREENSPACE IN THE CENTRAL BUSINESS DISTRICT. Point of Contact: Dave Turner, Parks and Recreation Director.

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

Dave Turner, Parks and Recreation Director, remained available for any discussion.

The resolution was discussed.

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

Discussion continued.

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

Ayes: Aldermen Greene, Black, Aziere, Mims, Meyers, Myers, Ward, Hunt, Van Buskirk

Nays: None

Absent: Alderman Moore

6. **R-3178-19: A RESOLUTION** ACCEPTING THE PROPOSAL OF RADMACHER BROTHERS EXCAVATING COMPANY INC. TO PROVIDE OVERLAY SERVICES AT 5912 LANE AND APPROVING PAYMENT FOR SUCH SERVICES IN THE AMOUNT OF \$20,613.65. Point of Contact: Dave Turner, Parks and Recreation Director.

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

Dave Turner, Parks and Recreation Director, remained available for any discussion.

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

The resolution was discussed.

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

Ayes: Aldermen Black, Mims, Van Buskirk, Hunt, Ward, Greene, Aziere, Meyers, Myers

Nays: None

Absent: Alderman Moore

7. **R-3179-19: A RESOLUTION** AUTHORIZING AND APPROVING A MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA. Point of Contact: Damon Hodges, City Administrator.

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

Damon Hodges, City Administrator, remained available for any discussion.

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

The resolution was discussed.

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

Ayes: Aldermen Myers, Mims, Black, Meyers, Greene, Hunt, Van Buskirk, Aziere, Ward

Nays: None

Absent: Alderman Moore

8. **R-3180-19: A RESOLUTION** AUTHORIZING AND APPROVING AN AMENDMENT TO THE FISCAL YEAR 2018-2019 BUDGET TO INCREASE FUNDS AVAILABLE FOR THE PURCHASE OF SALT FOR TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER AND AUTHORIZING AND APPROVING THE ADDITIONAL PURCHASE OF SALT FROM CENTRAL SALT LLC IN THE AMOUNT OF \$60,000.00 FOR A TOTAL PURCHASE AMOUNT FROM CENTRAL SALT LLC IN THE AMOUNT OF \$120,000.00 FOR FISCAL YEAR 2018-2019. Point of Contact: Damon Hodges, City Administrator.

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

Damon Hodges, City Administrator, remained available for any discussion.

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

The resolution was discussed.

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

Ayes: Aldermen Myers, Mims, Van Buskirk, Hunt, Ward, Greene, Aziere, Black, Meyers

Nays: None

Absent: Alderman Moore

### **DISCUSSION ITEM**

9. Parks/Storm Water Ballot Language - Aldermen Black, Greene and Ward

Dave Turner, Parks and Recreation Director, remained available for any discussion.

The item was discussed.

Alderman Mims, seconded by Aldermen Myers, made a motion to adjourn. The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Mims, Myers, Aziere, Greene, Meyers, Black, Ward, Hunt, Van Buskirk

Nays: none

Absent: Alderman Moore

## **ADJOURNMENT**

The meeting adjourned at 9:00 p.m.

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Teresa M. Henry, MRCC  
City Clerk

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

**Date:** February 21, 2019

**Resolution No.:** R-3181-19

**To:** Board of Aldermen

**From:** Missy Wilson, Assistant City Administrator

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

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

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



**Action Requested:** Approving a Resolution authorizing the Mayor to sign a letter expressing the City of Raytown's endorsement of the Raytown Chamber of Commerce Building Foundation, Inc. applications for two Community Grants.

**Analysis:** The Raytown Chamber of Commerce Building Foundation, Inc. respectfully request the City of Raytown's endorsement through a letter of support for a Community Grant application to AARP and Truman Heartland Community Foundation. If approved, the Building Foundation would use the grant funds to enhance the Chamber's building remodeling project with the purchase of bike racks, bike stands, trash cans and benches to name a few project items.

The grant applications would be in the amount of \$5,000 per organization and neither grant requires a community or foundation match.

The grant applications are due April 1, 2019.

**Alternatives:** Do not approve.

**Budgetary Impact:**

Not Applicable

**A RESOLUTION SUPPORTING THE RAYTOWN CHAMBER OF COMMERCE BUILDING FOUNDATION, INC. APPLICATIONS FOR COMMUNITY GRANTS**

**WHEREAS**, the Raytown Chamber of Commerce Building Foundation, Inc. is in the process of completing applications for Community Grants from AARP and Truman Heartland Community Foundation to enhance the Chamber's building remodeling project; and

**WHEREAS**, the Raytown Chamber of Commerce Building Foundation, Inc. has requested the City of Raytown's endorsement regarding the applications for such grants; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City to support the Raytown Chamber of Commerce Building Foundation, Inc. in their applications to AARP and Truman Heartland Community Foundation.

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

**THAT**, the Board of Aldermen find it is in the best interest of the City of Raytown to support the Raytown Chamber of Commerce Building Foundation, Inc.'s Community Grant applications to AARP and Truman Heartland Community Foundation for funding to enhance the Chamber's building remodeling project; and

**FURTHER THAT**, the Board of Aldermen hereby authorize and approve the Mayor to sign letters of support to AARP and Truman Heartland Community Foundation to effectuate such support for the grant applications;

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 5<sup>th</sup> day of March, 2019

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

ATTEST:

\_\_\_\_\_  
Teresa Henry, City Clerk

Approved as to Form:

\_\_\_\_\_  
Jennifer M. Baird, City Attorney

**CITY OF RAYTOWN  
Request for Board Action**

**Date:** February 27, 2019

**Resolution No.:** R-3182-19

**To:** Mayor and Board of Aldermen

**From:** David Turner, Director of Raytown Parks Department

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

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

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



**Action Requested:** Authorize and approve the Parks and Recreation Department to seek a \$1,000.00 Community Grant from Wal-Mart for the 2019 Raytown Fishing Derby.

**Recommendation:** Raytown Parks Staff recommends for approval.

**Analysis:** The Parks and Recreation Department has hosted the Raytown Community Fishing Derby, free to the public, for over 40 years. To provide a better service to the citizens of Raytown, Parks staff is seeking a \$1,000.00 grant to be used to stock the pond with fish before the event and to provide prizes for the participants.

The Sol-Pro Bass Club is a group that volunteers at the event every year, who also provide prizes for the children who participate in this free event. By gaining funds through the Wal-Mart Community Grant, the Raytown Parks and Recreation Department can conserve the resources of the Parks Department budget, and the budget of our volunteer supporters, while providing a popular free community event to Raytown citizens.

**Alternatives:** Do not apply for the \$1,000.00 Community Grant and fully fund the 2019 Raytown Fishing Derby through the Parks and Recreation Department program budget

**Budgetary Impact:**

Not Applicable

**A RESOLUTION AUTHORIZING AND APPROVING THE SUBMITTAL OF AN APPLICATION FOR A COMMUNITY GRANT FROM WAL-MART IN THE AMOUNT OF \$1,000.00 FOR THE 2019 RAYTOWN COMMUNITY FISHING DERBY**

**WHEREAS**, the City of Raytown Parks and Recreation Department has hosted the Raytown Community Fishing Derby for over 40 years; and

**WHEREAS**, grant funding is available from Wal-Mart for such purposes; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City to approve the submittal of an application for grant funding in connection with the Raytown Community Fishing Derby;

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

**THAT** an application for a Community Grant from Wal-Mart in the amount of \$1,000.00 for the 2019 Raytown Community Fishing Derby is hereby authorized and approved; and

**FURTHER THAT** the City Administrator is hereby authorized to execute the application along with any and all other documents necessary or incidental thereto and to take any and all actions necessary to effectuate the terms of the grant application.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 5<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
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:** February 28, 2019  
**To:** Mayor and Board of Aldermen  
**From:** Damon Hodges, City Administrator

**Resolution No.:** R-3183-19

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

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**Action Requested:** Approve employment agreement for vacant Finance Director position.

**Alternatives:** Not approve agreement

**Budgetary Impact:**

Budgeted item with available funds

**A RESOLUTION APPOINTING RUSSELL W. PETRY AS DIRECTOR OF FINANCE FOR THE CITY OF RAYTOWN AND RATIFYING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY AND RUSSELL W. PETRY TO SERVE IN SUCH CAPACITY**

**WHEREAS**, a vacancy exists in the position of Director of Finance within the City of Raytown (City); and

**WHEREAS**, the Board of Aldermen desire to appoint Russell W. Petry to the position of Director of Finance and further desire to enter into an individual employment agreement with Russell W. Petry to fill the position of Director of Finance for the City;

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

**THAT**, the appointment of Russell W. Petry as Director of Finance is hereby ratified and confirmed; and

**FURTHER THAT** the Employment Agreement between the City of Raytown and Russell W. Petry, attached hereto as Exhibit "A" and made a part hereof by reference is hereby ratified and approved; and

**FURTHER THAT** the signatures of the City Administrator and City Clerk on such Employment Agreement are hereby ratified, and the City Administrator and City Clerk are hereby authorized to execute any and all other documents necessary and incidental to carry out the intent of said agreement.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 5<sup>th</sup> day of March 2019.

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

ATTEST:

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

Approved as to Form:

\_\_\_\_\_  
Jennifer M. Baird, City Attorney

## **EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Raytown, Missouri, a municipal corporation (hereinafter "City") and Russell W. Petry:

**WHEREAS**, the City desires to employ Russell W. Petry (hereinafter "Employee") as its Director of Finance; and

**WHEREAS**, the City and the Employee desire to enter into an agreement for the duties, compensation, benefits, and other conditions of employment with the City of Raytown, Missouri;

**NOW THEREFORE**, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

**1) Duties.**

- a) The City agrees to employ Employee as Director of Finance, to perform the duties specified in the Raytown Code of Ordinances, Raytown City Policies, the laws of the State of Missouri, the duties listed in the job description for this position, and other legally permissible and proper duties, as assigned by the City Administrator or Mayor and Board of Aldermen from time to time.
- b) Employee agrees to serve as Director of Finance and perform all duties specified in the Raytown Code of Ordinance, Raytown City Policies, the laws of the State of Missouri, the duties listed in the job description for this position, and other legally permissible and proper duties, as assigned by the City Administrator or Mayor and Board of Aldermen from time to time.
- c) The City and the Employee agree that the City Administrator will provide policy guidance and direction to the Employee, as well as day-to-day direction.

**2) Term.** This Agreement shall be effective on the date first written above and shall continue in effect for an indefinite period of time, subject to annual appropriation, until either the City or the Employee give notice of termination. The City reasonably believes that moneys in an amount sufficient to make all payments to the Employee under the terms of this agreement can and will lawfully be appropriated and made available. Non-appropriation under the terms of this Agreement shall mean the failure of the City to budget for the position of Director of Finance or a position with substantially the same duties and responsibilities for a period of one year.

**3) Salary.** The City shall pay the Employee an initial salary of \$95,000.00 annually in accordance with City payroll policies. The City periodically provides for salary adjustments based on the market, internal equity, and merit. Merit salary increases, if given, will be based upon satisfactory or better performance during each year of employment. Any merit salary increase is at the discretion of the City Administrator, in accordance with the City's approved budget. The Employee shall be awarded any market or internal equity adjustments available to the general employee groups, as budgeted by the Mayor and Board of Aldermen.

- 4) Performance Evaluation and Merit Consideration.**
  - a) Annually, the Employee and the City Administrator shall define goals and performance objectives that they determine necessary for the proper operation of the City, the Finance Department and for the attainment of the City's policy objectives and shall further establish a relative priority among those various objectives.
  - b) The City Administrator shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the City's annual operating budget. Said review and evaluation shall be in accordance with the performance goals for the Employee developed with the City Administrator.
  - c) Merit consideration for salary increases will be provided at least once each year of employment, subject to appropriation in the annual budget.
  
- 5) Vacation and Leave Accrual.** The Employee shall accrue vacation and other leave in accordance with the City personnel policies, as amended from time to time.
  
- 6) Employee Benefits.** The City shall provide other standard employee benefits, such as medical, dental, vision and life insurance, in the same manner as such benefits are provided to all other employees in accordance with the City personnel policies, as amended from time to time.
  
- 7) Hours of Work, Dues, Subscriptions and Expenses.** Employee's hours of work, dues, subscriptions, professional development, memberships and general expenses shall be in accordance with the City's policies and guidelines for department directors, unless in conflict with the terms of this Agreement, in which event the terms of this Agreement shall prevail. The City shall pay membership fees for such standard associations and attendance at recognized conferences of professional organizations necessary for the Employee to fully discharge the duties and responsibilities of the position. General expenses for such activities shall be in accordance with budgetary/fiscal guidelines approved by the Board of Aldermen.
  
- 8) Notice of Resignation.** If the Employee voluntarily resigns the position as Director of Finance, Employee shall provide the City with a minimum of 30 days written notice, in advance, unless such notice is waived, by the concurrence of a majority of the Board of Aldermen.
  
- 9) Payment of Benefits.** Upon termination without cause or resignation from the position, the Employee shall receive compensation for all accrued leave, in accordance with City ordinances.
  
- 10) Indemnification.** To the maximum extent permitted by law, the City agrees to defend, indemnify, and hold harmless the Employee against any and all claims, demands, suits, actions or proceedings of any kind or nature arising out of the good faith performance by the Employee of the duties and responsibilities of the position, provided that the Employee's performance is not contrary to established ordinances, resolutions, policies and reasonable standards of conduct. Nothing herein shall be construed to be a waiver of the City's sovereign immunity.
  
- 11) Acknowledgement of At-Will Employment.** The Employee acknowledges that Employee is an "at-will" employee and may be terminated and removed at the discretion of the City

Administrator. Removal shall occur in accordance with the terms of this Agreement.

**12) Termination.** The Employee may be terminated with or without cause by the City Administrator by written notice.

- a) In the event the Employee is terminated without cause, or the Employee's position is eliminated due to non-appropriation, the City shall pay the Employee a severance payment in the amount of six (6) months of the then current salary, payable bi-weekly, unless otherwise agreed to in writing by the City and the Employee. Upon such termination of employment, the Employee shall receive accrued vacation and other benefits in accordance with City personnel policies. In addition, during the said six (6) month period the City shall provide Employee with health and dental insurance, and life insurance in effect at the time of termination, the cost of which shall be paid by the City at the same rate as prior to the termination.
- b) In the event the Employee is terminated with cause, the City shall pay to the Employee no severance as defined above and the City shall have no further liability under this Agreement for payment of compensation or benefits pursuant to the terms of this Agreement, except for any benefits that by law must continue after Employee's termination.
- c) For purposes of this Agreement, the term "Cause" shall include, without limitation, the Employee's material breach of this Agreement; Employee's failure to substantially perform the normal material duties related to Employee's job position which failure continues for forty-five (45) days following the Employee's receipt of written notice of such failure to perform, specifying the nature of the failure and the means by which it may be remedied; fraud against the City; misappropriation of the City's assets; embezzlement, theft, malfeasance, willful misconduct, or material failure to follow the City's rules and regulations; willful engagement in gross misconduct which is materially and demonstrably injurious to the City; or the conviction of the Employee for a crime involving moral turpitude, drug abuse, violence, dishonesty or theft. "Cause" shall not include failure of the Board of Aldermen to appropriate funds, in accordance with Paragraph 2, above.

**13) Resolution of Disputes.** The City and the Employee agree to first attempt to resolve any disputes or obtain needed clarification arising out of the interpretation of this Agreement through mutual discussion.

**14) Modification or Changes to This Agreement.** This Agreement shall remain in full force and effect until modified by the parties. Any modification of the terms of this Agreement must have the concurrence of a majority of the entire Board of Aldermen, be in writing and be executed by the City and the Employee.

**15) Terms of Agreement to Govern.** This Agreement constitutes the entire understanding and agreement of the parties and shall govern Employee's terms of employment with the City. This Agreement supersedes all negotiations or previous agreements between the parties. This Agreement shall be governed by such ordinances, rules/regulations and policies established and may be amended from time to time by the Board of Aldermen, unless otherwise specifically provided herein.

**16) Severance of Terms of Agreement.** Invalidation of any part of this Agreement by judgment or court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

**17) Notice.** Any notice required to be given hereunder shall be sufficient and deemed given when in writing, and sent by certified or registered mail, return receipt required, first-class posted prepaid, or by courier service to the City at: City Administrator, 10000 East 59<sup>th</sup> Street, Raytown, MO 64133 or to the Employee at the most recent address given in the Employee's personnel file.

**18) Law of Missouri to Govern.** This Agreement shall be construed according to the laws of the State of Missouri, without giving effect to the conflict of law provisions thereof.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date and year first written above.

\_\_\_\_\_  
Russell W. Petry, Employee

\_\_\_\_\_  
Damon Hodges, City Administrator

ATTEST:

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

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

**Date:** February 28, 2019

**Resolution No.:** R-3184-19

**To:** Mayor and Board of Aldermen

**From:** Ray Haydaripoor, Director of Community Development

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

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

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

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**Action Requested:** Approval of a Resolution authorizing the continuation of a Veterinary Services Agreement in excess of \$15,000.00 but within budgeted amounts for fiscal year 2018-2019.

**Recommendation:** Staff recommends approval of the agreement with Raytown Animal Hospital.

**Analysis:** The Community Development Department requests continuation of an agreement with Raytown Animal Hospital in providing veterinary services for City of Raytown Animal Control regulations. Raytown Animal Hospital is the City's current veterinary services provider.

The Community Development Department budget for these services in the current fiscal year is \$68,000.00, which is intended to pay for the costs of veterinary services as well as animal boarding services.

**Alternatives:** Reject the proposed agreement and direct staff to release a new request for bids for veterinary services.

**Budgetary Impact:**

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

Amount: \$68,000.00  
Account: 101-82-00-100-52250  
Fund: General Fund

**Additional Reports Attached:**

- Agreement for Veterinary Services
- RFP for Veterinary Services

**A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT WITH RAYTOWN ANIMAL HOSPITAL, INC. FOR VETERINARY SERVICES ASSOCIATED WITH ANIMAL CONTROL IN AN AMOUNT NOT TO EXCEED \$68,000.00 FOR FISCAL YEAR 2018-2019**

**WHEREAS**, the City of Raytown (the "City") issued an invitation to bid for the procurement of veterinary services necessary for the operation of Animal Control in January of 2015; and

**WHEREAS**, pursuant to Resolution R-2779-15, the City entered into an agreement with Raytown Animal Hospital, Inc. for veterinary services on May 19, 2015; and

**WHEREAS**, the purchasing policy adopted by the City further requires that any expenditure of funds with a single vendor in excess of \$15,000.00 annually be approved by the Board of Aldermen; and

**WHEREAS**, the City anticipates spending in excess of \$15,000.00 on veterinary services associated with Animal Control; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City to approve the continuation of an agreement with Raytown Animal Hospital, Inc. for the provision of veterinary services in an amount not to exceed \$68,000.00 for fiscal year 2018-2019.

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

**THAT** the continuation of an Agreement by and between the City of Raytown and Raytown Animal Hospital, Inc. for the provision of veterinary services within the City, attached hereto as Exhibit "A" in an amount not to exceed \$68,000.00 for fiscal year 2018-2019 is hereby authorized and approved; and

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

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 5<sup>th</sup> day of March, 2019.

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

ATTEST:

Approved as to Form:

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

\_\_\_\_\_  
Jennifer M. Baird, City Attorney

**AGREEMENT FOR VETERINARY SERVICES  
BY AND BETWEEN  
THE CITY OF RAYTOWN, MISSOURI  
AND  
RAYTOWN ANIMAL HOSPITAL, INC.**

**THIS AGREEMENT** is entered into by and between the City of Raytown, Missouri and Raytown Animal Hospital, Inc., entered into as of this 19<sup>th</sup> day of May, 2015.

**WHEREAS**, the City of Raytown solicited proposals for the procurement of veterinary services necessary for the operation of Animal Control; and

**WHEREAS**, the proposal received from Raytown Animal Hospital was determined to be the most responsive proposal; and

**WHEREAS**, the Board of Aldermen desires to authorize and approve a contract by and between the City of Raytown and Raytown Animal Hospital, Inc. for the provision of veterinary services.

Now therefore, **BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI**, as follows:

1. That Raytown Animal Hospital, Inc. (hereinafter "Contractor") shall provide veterinary services to the City of Raytown (hereinafter "City"), in accordance with the terms of the City of Raytown, Veterinary Services Request for Proposal, and Contractor's response to the request for proposals identified as "Exhibit A" herein. Where there is any conflict between the terms of the Request for Proposal and the Contractor's response, the terms of the Request for Proposal shall prevail.
2. Per unit cost for services shall be as provided in Exhibit A, attached hereto and incorporated herein.
3. In addition to the per unit cost for services provided in Exhibit A, the following per unit costs are hereby agreed upon.

Microchipping:    \$12.00 per shot

Rabies Shot:        \$15.00 per shot

4. The City shall compensate the provider, in accordance with the provisions of Section 2 and 3 contained herein. Payment shall be due and payable 30 days from receipt of a valid invoice for services.
5. All other terms and conditions, including but not limited to insurance requirements and provisions for termination shall be as stated in the Request for Proposal.

6. This Agreement shall be in full force and effect, as of the date written above, upon proper authorization and execution by the parties.

**City of Raytown**

**Raytown Animal Hospital, Inc.**

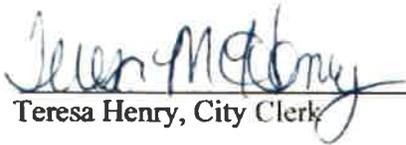


**Mahesh Sharma, City Administrator**



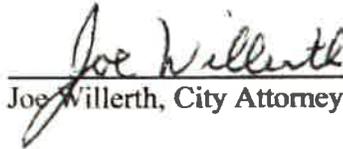
**Heath Rose, DVM, Owner**

**Attest:**



**Teresa Henry, City Clerk**

**Approved as to form**



**Joe Willerth, City Attorney**

## Exhibit A

**CITY OF RAYTOWN, MISSOURI  
VETERINARY SERVICES  
REQUEST FOR PROPOSAL**

The City of Raytown, Missouri (City) will accept sealed proposals from qualified firms interested in providing veterinary services for the City of Raytown Development and Public Affairs Department. The RFP document can be obtained at [www.raytown.mo.us](http://www.raytown.mo.us) or at the Raytown Development and Public Affairs Department located at 10000 East 59<sup>th</sup> Street, Raytown, MO 64133, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. or on the City of Raytown web site at [www.raytown.mo.us](http://www.raytown.mo.us).

Proposals must be received in the City of Raytown City Clerk's Office by 2:00 p.m. Central Standard Time on January 6, 2015. Mailed proposals must be sent to the City of Raytown, Attn: City Clerk, 10000 East 59<sup>th</sup> St., Raytown, MO 64133. The City reserves the right to reject any and all proposals, to waive technical defects in the proposals, and to select the proposal deemed most advantageous to the City of Raytown.

Questions relating to this Request for Proposals should be directed to Ray Haydaripoor, Neighborhood Services Supervisor, at (816) 737-6093 or via e-mail at [rayh@raytown.mo.us](mailto:rayh@raytown.mo.us).

## **DESCRIPTION OF SERVICES REQUIRED**

1.0 The City of Raytown is soliciting veterinarian services to provide services for the animal control services provided by the Development and Public Affairs Department. The services include but are not limited to:

- ❖ Consultation on various aspects of animal handling and care;
- ❖ Quarantine and test bite case animals for 10-days;
- ❖ Disease testing, vaccinations, spay/neutering, euthanasia, emergency field service (livestock tranquilization / euthanization); and
- ❖ Performing necropsy for cruelty cases (testify in court when necessary).

2.0 The successful veterinary service provider will also need to have the capacity to provide impoundment services relating to the services described in Section 1.0 above for primarily cats, dogs, and / or access to a facility on rare occasions for smaller livestock and wildlife (chickens, goats, horses, etc.). Animal Control officers respond to service requests 24-hours per day, 7 days per week, and 365 days per year. Regular hours are Monday through Friday 8:00 a.m. – 5:00 p.m. Animal control officers respond to after hours and weekend emergency calls also.

3.0 This contract shall be in effect for period of two (2) years with two (2), two (2) year renewal periods thereafter at the discretion of Development and Public Affairs Director.

## INSTRUCTIONS TO RESPONDING VETERINARIAN FIRMS

### 1.0 MINIMUM QUALIFICATIONS

- 1.1 The responding veterinary firm shall include references from other municipalities or agencies for which your firm is currently providing similar services or has in the past.
- 1.2 The veterinarian firm shall detail proposed facility location for use by City animal control officers. The facility shall be located no more than 10-miles from the intersection of 69<sup>th</sup> Terr. and Raytown Road. City personnel will need to be provided access to inspect existing facilities prior to entering into an agreement with any firm to ensure facilities are adequate to provide the expected level of service and care to the animals brought to the facility.
- 1.3 The responding veterinary firm(s) shall include all federal, state, and local licenses, certifications, and documents as part of this proposal.

### 2.0 SELECTION PROCESS

- 2.1 A selection committee comprised of City of Raytown personnel shall evaluate the veterinary firm(s) responses.
- 2.2 The overall process will consist follow these steps:
  - 2.2.1 The selection committee will review and evaluate all responsive proposals based on criteria included in the evaluation criteria section.
  - 2.2.2 The selection committee shall select the top rated firm(s) based upon the following criteria, and the City will begin negotiating the specific terms of the contract.
    - 2.2.2.a. Capacity to provide the services described herein.
    - 2.2.2.b. Proximity to the corporate limits of the City of Raytown.
    - 2.2.2.c. References from other municipalities or agencies that your firm has provided similar services for currently or in the past.
    - 2.2.2.d. Price of services.

### 3.0 VETERINARIAN FIRM COST TO DEVELOP PROPOSAL

- 3.1 All cost for preparing and submitting this RFP proposal response are the responsibility of the responding veterinarian firm(s) and shall not be chargeable in any manner to the City.
- 3.2 Any future contract agreements resulting from this proposal submittal shall be negotiated individually with the veterinarian firm awarded the contract.

### 4.0 RESPONDING VETERINARIAN FIRM RESPONSE TO THIS RFP

- 4.1 Page 1 - The cover letter is limited to 1 page
- 4.2 Page 2 – The Table of Contents is limited to 1 page

- 4.3 Page 3 –Veterinarian Firm(s) Profile is limited to 1 page that is provided in the RFP packet.
- 4.4 Page 4 – Firm(s) Experience is limited to two pages, and shall only include the most recent similar services provided in scope and services to the description. A brief description, the entity’s name in which the services were provided, contact information for the entity referenced and years provided.
- 4.5 Page 5 - Project key personnel list limited to 1 page per resume
- 4.6 Page 6 through page 12 – General conditions governing veterinarian firm(s) responses and subsequent contracts. Each page requires the veterinarian firm principal personnel to initial.
- 4.7 Responding firm shall quote net costs of all goods and services requested, and shall include all transportation, shipping, and other expenses necessary to provide the services as detailed in this proposal.
- 4.8 The City reserves the right to award this contract in its entirety or to split the contract between bidders, whichever is in the best interest of the City. The City may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.

**GENERAL CONDITIONS GOVERNING VETERINARIAN FIRMS RESPONSES AND  
SUBSEQUENT CONTRACTS**

**CITY OF RAYTOWN, MISSOURI**

1. GENERAL CONDITIONS SCOPE:
  - a. The following terms and conditions, unless otherwise modified by the City of Raytown in writing, shall govern the submission of proposals and subsequent contracts. The City of Raytown reserves the right to reject any proposal that takes exception or deviates to these conditions.
  
2. COMPLETING THIS REQUEST for PROPOSAL:
  - a. All information must be legible, up to date, and relevant to the RFP project.
  - b. An authorized representative shall sign each proposal in ink, and all required information included in the veterinarian firm(s) proposal response.
  - c. The contents of the proposal submitted by the successful veterinarian firm will become part of any contract award as a result of this solicitation.
  
3. REQUEST FOR INFORMATION:
  - a. Any requests for clarification, and/or additional information deemed necessary by any responding veterinarian firm shall be submitted in writing to the Development and Public Affairs Department, 10000 E. 59<sup>th</sup> Street, Raytown, Missouri 64133. No requests will be accepted after 2:00 pm on January 6, 2015. All information requests and/or RFP clarifications received prior to 5:00 pm on December 22, 2014 will be responded to in writing by the City in the form of an addendum addressed to all known interested veterinarian firms.
  
4. CONFIDENTIALITY OF PROPOSAL INFORMATION:
  - a. Each proposal must be submitted in a sealed envelope to provide confidentiality of the proposal information. The envelope shall be sealed and clearly marked with "City of Raytown Veterinary Services RFP" on the outside of the envelope.
  - b. All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements may become public information. This is in accordance with the Missouri Sunshine law.
  
5. SUBMISSION OF PROPOSAL:
  - a. Proposals are to be sealed and submitted to the City of Raytown City Clerk's Office, 10000 East 59<sup>th</sup> Street, Raytown, Missouri 64133.
  - b. Submittal date is January 6, 2015 at 2:00p.m.
  - c. The opening of the submitted proposals will only record the name and address of firms submitting responses.

6. ADDENDA:
  - a. The City of Raytown Development and Public Affairs Department in the form of a written addendum may issue all changes, additions, subtractions, and/or clarifications to this Request for Proposal.
  - b. All RFP responses shall acknowledge each addendum by including a respondent signed addendum in the response submittal.
  
7. LATE PROPOSAL RESPONSES AND MODIFICATION OR WITHDRAWALS:
  - a. All proposals received after the response opening date and time (January 6, 2015 at 2:00 p.m.) shall not be considered.
  - b. All proposal withdrawal requests shall be in writing and submitted to the City of Raytown, City Clerk's Office.
  
8. NEGOTIATION:
  - a. The City reserves the right to negotiate all elements of this proposal.
  
9. TERMINATION:
  - a. Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon sixty (60) days advanced written notice to the other party; but if any work or services hereunder is in progress, but not completed as of the draft of termination, then said contract may be extended upon written approval of the City until the work and/or services are completed and accepted by the City.
  - b. In the event that the agreement is Terminated or Cancelled for Convenience by the City, without the required sixty (60) days advanced written notice, then the City shall negotiate reasonable termination costs if applicable.
  - c. In the event that this agreement is terminated for Cause by the City, termination shall be preceded by a fourteen (14) day correction period effective upon delivery to the veterinarian firm receiving written notification from the City. In the event of Termination for Cause by the City, compensation for services rendered by the veterinarian firm up to the date of written termination shall be offset by the City's reasonable cost to mitigate or correct the effects of such termination.
  - d. When funds are not appropriated or otherwise made available to support continuation in a subsequent fiscal year, or project funding is not available at any time during the project, if terminated due to unavailability of funds, the veterinarian firm shall be reimbursed for the reasonable negotiated with the City agreement values of any cost incurred, but not amortized in the price of the supplies and/or services delivered under the agreement terms.
  
10. TAX EXEMPT:
  - a. The City is exempt from state and local sales taxes. All transactions resulting from an executed agreement shall be deemed to have been accomplished within the State of Missouri.

11. SAFETY:
  - a. All activities, materials, supplies, and equipment shall comply with the Federal Occupation Safety and Health Act, as well as any federal, state, and local safety or environmental regulations.
  
12. PROPOSAL RESPONDENT PROHIBITED:
  - a. Proposal responders are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resulting agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, firm, company, or corporation without the previous written approval of the City.
  
13. DISCLAIMER OF LIABILITY:
  - a. The City or any of agencies will not hold harmless or indemnify any firm responding for any liability whatsoever.
  
14. HOLD HARMLESS:
  - a. The veterinarian firm shall agree to protect, defend, indemnify, and hold the City of Raytown, it's Board of Aldermen, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the veterinarian firm, it's agents, subcontractors, sub-consultants, employees, or representatives, in the performance of the veterinarian firm's responsibilities under any executed agreement resulting from this Request For Proposal.
  
15. LAW GOVERNING:
  - a. All contractual agreements shall be subject to, governed by, and constructed according to the laws of the State of Missouri.
  
16. CONFLICTS of INTEREST:
  - a. The City of Raytown, its Board of Aldermen, officers, employees or representatives, shall not have a financial interest, direct or indirect, in this Request for Proposal response or any future contract agreements resulting from this proposal submittal. A violation of this provision renders the contract void. Federal, state, and local conflict of interest regulations shall not be violated. Responding veterinarian firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Request for Proposal response or any future contract agreements resulting from this proposal submittal. The veterinarian firm further covenants that no person having such interest shall be employed in the performance of this or any future contract agreements resulting from this proposal submittal.

17. ANTI-DISCRIMINATION CLAUSE:

- a. No respondent submitting a proposal shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

**SPECIAL CONDITIONS GOVERNING RESPONSES**  
**AND**  
**SUB SEQUENTIAL CONTRACTS**

1. **INSURANCE REQUIREMENTS:**

- a. Veterinarian firm shall maintain at the consultant's expense the following insurance coverage during the Request for Proposal response period or any future contract agreement periods resulting from this proposal submittal.
- b. Veterinarian firm shall provide the CITY with certificates of insurance from an insurance company licensed to do business in Missouri.
- c. PROFESSIONAL LIABILITY – Professional Liability, or Errors and Omissions Insurance protection in the minimum amount of \$1,000,000.00 per claim and annual aggregate.
- d. COMMERCIAL GENERAL LIABILITY –LIMITS:
  - Each Occurrence..... \$ 1,000,000.00
  - Personal and Advertising Injury..... \$ 1,000,000.00
  - Products-Completed/Operations Aggregate..... \$ 1,000,000.00
  - General Aggregate..... \$ 2,000,000.00
- e. Policy must include the following conditions:
  - i. Contractual Liability
  - ii. Products/Completed Operations
  - iii. Personnel/Advertising Injury
  - iv. Independent Contractors
  - v. Additional Insured: City of Raytown, Missouri
- f. Veterinarian firm shall supply the CITY with current WORKERS COMPENSATION insurance certificates against all claims under applicable State Workers' Compensation laws. The veterinarian firm shall provide evidence to the CITY that the sub consultants shall maintain comprehensive general liability, automotive liability, workers' compensation, and professional liability insurance, for not less than the period of services under the subcontract agreements, and in not less than the amounts outlined for the veterinarian firm. The comprehensive general liability policy of the sub consultant shall name the CITY as an additional insured.
- g. Certificate Holder
  - City of Raytown, Missouri
  - Development and Public Affairs Department
  - 10000 East 59<sup>th</sup> Street
  - Raytown, Missouri 64133
- h. **INSURANCE CANCELLATION CLAUSE**

The veterinarian firm shall notify the CITY Thirty (30) days prior to any changes in the insurance requirements listed in the above paragraphs or insurance carriers. The veterinarian firm shall require their insurance carrier to notify the CITY thirty (30) days prior to the cancellation date.

**SPECIFIC BID SPECIFICATIONS AND PRICING**

- 1.0 Payments shall be made monthly. For prompt payment reference “Raytown Veterinary Services” on all invoices, and send directly to Development and Public Affairs Department, 10000 E. 59<sup>th</sup> Street, Raytown, Missouri 64133.
- 2.0 Invoices shall include the following:
  - a. Case number
  - b. Date of Case Start date and Case ending date
  - c. Cost per day
  - d. Type of service rendered, include brief description
  - e. Animal description: dog, cat, female, male, etc.
  - f. Sub-total of each animals expenses
  - g. If after-hours call, invoice shall note the type of service(s) provided
- 3.0 Service Specifications and Bidders pricing: **Bidder to fill in unit price column.**

Service Description	Unit Price	Units	2013 Approx. Quantities
Quarantine Boarding	25 <sup>00</sup>	\$/day	
Euthanasia Services	15 <sup>00</sup>	N/A	
Dead Animal Disposal (if applicable)	28 <sup>00</sup>	\$/ea.	
Rabies Testing	300 <sup>00</sup>	\$/ea.	
Sedation (Dart Charges)	40 <sup>00</sup>	\$/ea.	
Adoption assistance* See description below		N/A	
Necropsy report for cruelty cases	350 <sup>00</sup>	\$/ea.	
Quarantine bite case animals & testing		\$/ea.	
Emergency treatment & on-call	80 <sup>00</sup>	\$/ea.	
Livestock field visit / treatment	175 <sup>00</sup>	\$/ea.	

- a. Euthanasia Services – Provide the labor and the drugs necessary to euthanasia an animal when requested or agreed upon by the Director of Development and Public Affairs or his / her designee.
- b. Dead Animal Disposal Fee – Provide the freezer or other necessary equipment for the storing and disposal of dead animals. As an alternative, a freezer provided by the City can be used for this purpose in which case the city shall incur the cost of the disposal through a separate contract with a disposal company.
- c. Rabies Testing – Provide the necessary services to prepare animal to ship rabies specimens as needed. The veterinary service provider is responsible for the cost of shipping and handling.
- d. Freezer Space – The City shall provide a large chest freezer (5’x3’x2.5’) for dead animals, euthanatized animals, etc. Officers utilize the freezer during and after regular working hours frequently. If located outside, a location for the freezer must be provided that has an electrical outlet, is

protected from the weather, and secured to deter theft. The city will consider alternatives to the use of a freezer for the above purposes.

- e. Quarantine Bite Case Animals & Testing – Provide the necessary caging and testing. Provide secured cages, food, water and general care. Animal Control officers will need 24 hours/day, 7 days/week, and 365 days/year access. Any quarantined animal shall be boarded for a period of up to ten (10) days.
- f. Emergency Treatment & On-Call – On occasion, Animal Control officers will be called to emergency situations involving injured animals at hours not normally associated with the veterinary clinic’s regular working business hours (i.e. evenings or weekends). Included in this unit cost the veterinarian shall provide emergency treatment at all hours needed by the Animal Control division, on an emergency call-out basis.
- g. Livestock Field Visit/treatment – on rare occasions Animal Control personnel encounter injured livestock or livestock that belongs to an unknown owner. Under such contract, the veterinarian shall be required to provide treatment for such animals in the field or be able to provide service from another qualified veterinarian.

4.0 Describe below any additional services and the associated costs that may be incurred.

Description	Unit Cost

6.0 Does your clinic have a back up for days your clinic is closed? If yes, list name, phone number, and provide current license, and must have a MINIMUM of 3 years experience providing similar services. Please attach a firm reference to the submittal detailing number of years in business, location where services shall be provided, doctors and technicians’ credentials, certifications, degrees, etc...

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7.0 Indicate regular hours of operation for clinic. The Development and Public Affairs Department will need to be notified of any change to the regular hours of operation, including but not limited to holiday hours, vacations, etc. Such notification will need to be provided not less than 24 hours in advance of any change.

Monday - Friday 7am - 6pm  
Saturday 8am - Noon  
Sunday closed

8.0 If you have a back up clinic, are the prices the same as listed above? If different, please provide the prices charged by the backup clinic.

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**RENEWAL OPTION**

- 1.0 If the City and the veterinarian firm agree after the first (2) two-year contract period, this contract may be renewed for not more than (2) two additional (2) two year contract periods.
- 2.0 The City shall reserve the right to terminate the current contract upon its stated expiration and solicit new bids. The option to renew is at the discretion of the Development and Public Affairs Department Director.
- 3.0 If the option(s) is exercised, the veterinarian firm shall charge the City the same prices quoted originally except as modified below. Each renewal modification shall be computed against original unit cost bid prices.
- 4.0 Bidders are to state if prices are firm for these renewal periods.

Yes \_\_\_\_\_ No   X  

If no, please indicate percentage of increase for each (2) two-year renewal period.

~~1<sup>st</sup> (2) two year renewal period \_\_\_\_\_ % increase from original unit price bid.~~

~~2<sup>nd</sup> (2) two year renewal period \_\_\_\_\_ % increase from original unit price bid.~~

*See Addendum NO 1*

State of Missouri

*Division of Professional Registration*  
**Veterinary Facility**

**VALID THROUGH MARCH 31, 2015**  
**ORIGINAL CERTIFICATE/LICENSE NO. 2002031514**  
**RAYTOWN ANIMAL HOSPITAL, INC.**  
**10401 E 63RD ST**  
**RAYTOWN MO 64133**  
**USA**

RAYTOWN ANIMAL HOSPITAL, INC.  
10401 E 63RD ST  
RAYTOWN MO 64133  
USA

State of Missouri

**Department of Insurance, Financial Institutions and Professional Registration  
Division of Professional Registration  
Veterinary Medical Board  
Doctor of Veterinary Medicine**

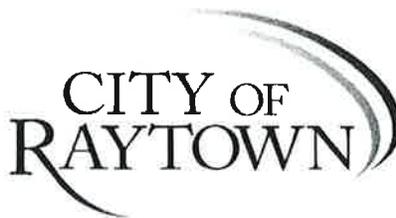
VALID THROUGH NOVEMBER 30, 2015  
ORIGINAL CERTIFICATE/LICENSE NO. 0R6149

HEATH T ROSE  
16940 MEADOW LANE  
BELTON MO 64012  
USA

*Dana K Fernewald*  
EXECUTIVE DIRECTOR

*Janet A. Rackus*  
DIVISION DIRECTOR

CITY OF RAYTOWN, MISSOURI  
DEVELOPMENT AND PUBLIC AFFAIRS DEPARTMENT  
10000 EAST 59<sup>TH</sup> STREET  
RAYTOWN, MISSOURI 64133  
(816) 737-6012



15-01-03P02801 RCVJ JA

**VETERINARY SERVICES REQUEST FOR PROPOSALS**

**ADDENDUM NO. 1**

**Issue Date: Wednesday, January 14, 2015**

The original bid documents for the City of Raytown Veterinary Services Request For Proposals shall remain in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the original Veterinary Services Request For Proposals.

**QUESTIONS:**

1. If the animal boarding facility is operated by an entity other than the entity providing veterinary services and is located at a different location than the veterinary services provider will the veterinary be expected / required to go to the animal boarding facility to provide medical care to animals?

The City will bring any animal to the location of the veterinary services provider unless the animal cannot safely be transported by the city, in which case the veterinary services provider will be asked to come to the location of the animal boarding facility.

**SPECIFICATIONS:**

1. Pg. 1, Pg. 5 (no. 5), and Pg. 6 (no. 7):

*The Bid submittal date and time has changed to Friday, January 30, 2015 at 2:00pm.*

2. Pg. 2 (no. 3.0):

The term of the contract to be awarded has changed from: “. . . a period of two (2) years with two (2), two (2) year renewal periods thereafter at the discretion of Development and Public Affairs Director” to: “. . . a period of three (3) years with one (1), two (2) year renewal period thereafter at the discretion of Development and Public Affairs Director.

3. Pg. 5 (no. 3):

The date for response in writing has been deleted and changed to the following:

Any requests for clarification, and/or additional information deemed necessary by any responding veterinarian firm shall be submitted to:

Ray Haydaripoor  
Neighborhood Services Supervisor  
Development and Public Affairs Department  
10000 E. 59<sup>th</sup> Street  
Raytown, Missouri 64133  
PH: (816) 737-6093  
E-mail: rayh@raytown.mo.us.

4. Pg. 7, No. 11 (Safety):

Specifications for safety has changed from: "All activities, materials, supplies, and equipment shall comply with the Federal Occupation Safety and Health Act, as well as any federal, state, and local safety or environmental regulations" to: "All activities, materials, supplies, and equipment shall comply with any applicable federal, state, and local safety or environmental regulations."

5. Pg. 13, No. 1.0 (Renewal Option):

The term of the contract to be awarded has changed from: ". . . after the first (2) two-year contract period, this contract may be renewed for not more than (2) two additional (2) two year contract periods" to: ". . . after the first three (3) year contract period, this contract may be renewed for not more than one (1) additional (2) two year contract period."

6. Pg. 13, No. 4.0 (Renewal Option):

As provided in No. 11 on page 13, the number of renewal periods following the initial two year contract period has changed from two, two year renewal periods to one, two year renewal period. Therefore, the following option for the price of the services provided has changed as provided below:

Bidders are to state if prices are firm for these renewal periods.

Yes \_\_\_\_\_ No X

If no, please indicate percentage of increase for the two-year renewal period:

10 % increase from original unit price bid.

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

**Date:** February 28, 2019

**Resolution No.:** R-3185-19

**To:** Mayor and Board of Aldermen

**From:** Ray Haydaripoor, Director of Community Development

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

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

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

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**Action Requested:** Approval of the resolution authorizing the continuation of an agreement between the City of Raytown and DEW Farms, LLC to provide Nuisance Abatement Services for the Neighborhood Services Division of the Community Development Department. Total purchases to exceed \$15,000.00, but not to exceed fiscal year 2018-2019 budgeted amounts.

**Recommendation:** Staff recommends approval.

**Analysis:** The Community Development Department proposes to continue the agreement with DEW Farms, LLC to provide the City of Raytown with services for nuisance abatement and mowing related to the City's code enforcement activities. Through the contract, DEW Farms, LLC provides abatement of various property maintenance violations such as junk, trash and debris; brush and branch removal, and mowing of weeds and grass in excess of eight (8) inches in length. Fiscal Year 2018-2019 budgeted amounts for these services is \$46,000.00

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

**Budgetary Impact:**

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

Budget Amount:      \$46,000.00  
Account:                101-82-00-100-53597  
Fund:                    General Fund

**Additional Reports Attached:**

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

**A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT WITH DEW FARMS, LLC FOR MOWING AND NUISANCE ABATEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$46,000.00 FOR FISCAL YEAR 2018-2019**

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

**WHEREAS**, the Community Development Department received one (1) bid in response to the invitation and has determine the bid submitted by DEW Farms, LLC to be the lowest and best bidder qualified to provide such services; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City to authorize and approve the continuation of an agreement with DEW Farms, LLC for such purposes in an amount not to exceed \$46,000.00 for fiscal year 2018-2019;

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

**THAT** the continuation of an agreement for mowing and nuisance abatement services with DEW Farms, LLC as set forth in "Exhibit A" for such purposes in an amount not to exceed \$46,000.00 for fiscal year 2018-2019 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 5<sup>th</sup> day of March, 2019.

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

ATTEST:

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

Approved as to Form:

\_\_\_\_\_  
Jennifer M. Baird, City Attorney

## CONTRACT FOR NUISANCE ABATEMENT SERVICES

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

### WITNESSETH:

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

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

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

### ARTICLE I DESCRIPTION OF PROJECT

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

### ARTICLE II CONTRACTOR'S SCOPE OF SERVICES

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

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

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

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

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

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

The Contractor shall board up abandoned buildings to prevent entry.

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

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

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

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

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

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

**ARTICLE III  
CHANGES IN SCOPE**

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

**ARTICLE IV  
CONTRACTOR'S FEE**

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

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

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

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

**ARTICLE V  
COMPLIANCE WITH LAW**

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

**ARTICLE VI  
TERMINATION**

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

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

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

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

#### **ARTICLE VII ASSIGNMENT**

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

#### **ARTICLE VII DISCLOSURE**

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

#### **ARTICLE IX INDEMNITY**

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

**ARTICLE X  
INSURANCE**

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

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

B. **Liability Insurance.** .

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

b. Commercial General Liability –

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

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

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

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

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

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

vii. Policy must include the following conditions:

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

viii. Additional Insured: City of Raytown, Missouri

**ARTICLE XI  
DISCRIMINATION PROHIBITED**

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

**ARTICLE XII  
ADMINISTRATION OF AGREEMENT**

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

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

Contractor: DEW Farms, LLC

The City of Raytown, Missouri

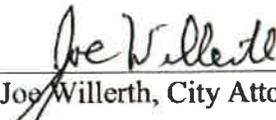
  
By: Doyle E. Weeks, Owner

  
By: Tom Cole, City Administrator

Attest:

  
Teresa Henry, City Clerk

Approved as to Form:

  
Joe Willerth, City Attorney

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

**Date:** February 28, 2019

**Resolution No.:** R-3186-19

**To:** Mayor and Board of Aldermen

**From:** Ray Haydaripoor, Director of Community Development

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

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

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



**Action Requested:** Approval of a resolution approving and authorizing the execution of an Agreement with Truman Heritage Habitat for Humanity for operation of a minor home repair program.

**Analysis:** The Agreement would enable the City of Raytown to partner with Truman Heritage Habitat for Humanity to implement a minor home repair program. The program would provide another 'tool' for the Community Development Department to use as part of the City's neighborhood improvement program. The program would provide assistance to low-moderate income homeowners who are financially unable to correct the following types of property maintenance code violations on their property.

- Exterior Painting;
- Roof Repair and Replacement;
- Repair Decks and Porches;
- Repair Driveways;
- Repair and Replace Flashing and Guttering;
- Repair and Replace Siding;
- Tree Trimming for House Safety; and
- Yard Cleanup.

Homeowners needing to make repairs to address City code violations would be informed of the availability of this program by the Community Development Department when discussing specific code violations listed above. Homeowners expressing an interest would be referred to staff at Truman Heritage Habitat for Humanity who is experienced working with homeowners to meet their needs.

Homeowners meeting the required criteria will be required to repay the cost of the repairs by making a small monthly payment, which would be collected by the Truman Heritage Habitat for Humanity. Loans would be at zero percent interest for a period of up to seven years. The funds collected would then be placed in a Raytown Minor Home Repair Account for future use in this program. The proposed program uses volunteers from local churches and other organizations to lower labor costs. A construction supervisor from Truman Heritage Habitat for Humanity would manage and supervise the projects and volunteers.

Truman Heritage Habitat for Humanity has many national sponsors that donate materials as gifts in kind. Examples of this include paint which is donated from Valspar. Other partners include CertainTeed, Dow, Cree, Whirlpool and many others.

**Alternatives:** Not approve the resolution approving the agreement.

**Budgetary Impact:**

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

Amount: \$20,000.00  
Account#: 101-82-00-100-53597  
Fund: General Fund

**A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH TRUMAN HERITAGE HABITAT FOR HUMANITY FOR THE OPERATION OF A MINOR HOME REPAIR PROGRAM IN AN AMOUNT NOT TO EXCEED \$20,000.00 FOR FISCAL YEAR 2018-2019**

**WHEREAS**, the City of Raytown desires to partner with the Truman Heritage Habitat for Humanity to implement a minor home repair program; and

**WHEREAS**, the Board of Aldermen find that it is in the best interest of the City to enter into an agreement with Truman Heritage Habitat for Humanity to implement a minor home repair program in an amount not to exceed \$20,000.00;

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

**THAT** the agreement by and between the Truman Heritage Habitat for Humanity to implement a minor home repair program in an amount not to exceed \$20,000.00 is hereby authorized and approved;

**FURTHER THAT** the City Administrator and/or his designee is hereby authorized to execute all documents necessary to this transaction 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 5<sup>th</sup> day of March, 2019.

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

ATTEST:

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

Approved as to Form:

\_\_\_\_\_  
Jennifer M. Baird, City Attorney

**2018 AGREEMENT FOR**  
**“A Brush with Kindness”**  
**Minor Home Repair Program**

By and Between the

**City Of Raytown**

and

**Truman Heritage Habitat for  
Humanity**

**Dated: November 1, 2018**

**AGREEMENT BETWEEN THE CITY OF RAYTOWN, MISSOURI  
and  
TRUMAN HERITAGE HABITAT FOR HUMANITY  
for  
City of Raytown "Home Preservation Program"**

THIS AGREEMENT is effective November 1, 2018, by and between the City of Raytown, Missouri, (herein called the "Grantor") and Truman Heritage Habitat for Humanity, a Missouri not-for-profit corporation, (herein called the "Grantee").

WHEREAS, the City of Raytown wishes to implement a minor home repair program for income eligible Raytown homeowners; and

WHEREAS, the City of Raytown has budgeted \$20,000 for a minor home repair to assist low-moderate income homeowners with exterior home, and property, repairs and improvements; and

WHEREAS, a minor home repair program will improve neighborhood property conditions, remove blight, assist homeowners in responding to property code violations and safety hazards in regards to their residence; and

WHEREAS, Truman Heritage Habitat for Humanity has been selected and approved to assist the City of Raytown in utilizing budgeted funds to provide home repair services for the benefit of qualifying low and moderate income households in Raytown;

NOW, THEREFORE, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICE**

A. Activities

1. The Grantee will be responsible for administering a program entitled Raytown Home Preservation Program (HP Program) from the execution date of this Agreement to October 31, 2019 in a manner satisfactory to the Grantor and consistent with any standards required as a condition of providing these funds as set forth in this Agreement. This program will provide up to \$5,000 no interest loans or grants (or loans with discounted repayments) to low-to-moderate income homeowners for necessary repairs on their houses. Loans and grants shall be approved in accordance with Exhibit A of this Agreement on a first come, first served basis for eligible households. City of Raytown funds will be used to provide for direct home repair costs, as well as, salary and costs for the Grantee and certain other operating expenses, based on the budget in Exhibit B of this Agreement.

B. Levels of Accomplishment

The Grantee agrees to provide HP Program services to a minimum number of five low and moderate income households (i.e., \$20,000 overall program budget divided the

maximum cost/house of \$5,000= 5 households minimum goal). More than five households may be served based on the actual program service costs of the first five households served. As many households as possible will be served up to program service costs of \$20,000. The Grantee shall submit reports to the Grantor on the last day of each month the Agreement is in effect on the number of households requesting assistance, the number and location of each household approved with the scope of project, project cost information and the number and location of each project completed with a description of completed project scope, detailed project cost, a narrative of the need and benefits related to the service provided to the homeowner and other information the City may request. A detailed final report will be provided to the City on final program activities and accomplishments prior to the closeout of the Agreement.

C. Performance Monitoring

The Grantor will monitor the performance of the Grantee against goals and performance standards required herein. Substandard performance as determined by the Grantor will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within thirty (30) days after being notified in writing by the Grantor, Agreement suspension, termination procedures, or disqualification for future funding may be initiated.

D. Monitoring Site Visits

In addition to the reporting requirements, the Grantee may be subject to at least one site visit by the Grantor during the term of this Agreement, at which time all documentation, files, and other material related to this Agreement and the operation of any activity described in APPENDIX A to this Agreement shall be made available for review and inspection by the Grantor. The Grantor may visit any of the project sites at any time.

II. **TIME OF PERFORMANCE**

Services of the Grantee shall start on November 1, 2018 and end by October 31, 2019. The term of this Agreement and the provisions herein shall be extended as needed upon mutual agreement between the Grantor and the Grantee.

III. **BUDGET**

The Grantee hereby agrees to follow the budget submitted with this Agreement as described and detailed in APPENDIX B Budget as closely as possible. Due to the nature of the actual work being conducted, there may be differences in actual line item expenditures (e.g., greater contracted work due to needs for trimming large branches overhanging houses) and the budget, but in no case shall grantee administrative costs exceed twenty percent of the total budget. The Grantee agrees to diligently report and document all expenditures for which reimbursement is sought in accordance with this Agreement. Any amendments to this budget must be submitted to and approved in writing by the Grantor. The Grantor shall have the authority to approve or deny any budget amendment. The Grantee agrees to obtain three bids for contracted work and award the contract to the lowest and most responsive bidder.

IV. **PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantor under this Agreement shall not exceed the amount listed in APPENDIX B to this Agreement (i.e., \$20,000).

Payment to the Grantee shall be subject to the prior receipt by the Grantor of documentation reasonably required by Grantor certifying that the Grantee has actually performed the work and/or expended the time and project costs claimed for services under this Agreement, and that Grantee is actually entitled to receive the amount of compensation requested. The Grantor is responsible for invoicing the City directly at least quarterly after the services are rendered. The City shall have thirty (30) days to process payment.

Grantee documentation accompanying requests for reimbursement shall include contractor bids and invoice, contractor lien waivers, before and after pictures of the work done, Grantee time sheets and volunteer hours for each project site.

**V. NOTICES**

Notices required to be given in writing under this Agreement shall be effective when delivered personally to the Addressee or when forty-eight (48) hours have elapsed after the notice is deposited in the United States mail in a sealed envelope with registered or certified mail postage prepaid thereon, addressed to the party which notice is being given. Such addresses may be changed by either party upon notice to the other party given as provided in this section. At the date of execution herein the addresses of the parties are as follows:

City of Raytown  
Damon Hodges  
City Administrator  
10000 East 59<sup>th</sup> Street  
Raytown, Missouri 64133  
816-737-6000

Truman Heritage Habitat for Humanity  
Christina Leakey  
President & CEO  
505 North Dodgion Street  
Independence, Missouri 64050  
816-461-6551

**VI. SPECIAL CONDITIONS**

A. Non-profit, Tax Exempt Organization

The Grantee certifies that it is a non-profit organization and tax exempt pursuant to Internal Revenue Code Section 501(c)(3).

**VII. GENERAL CONDITIONS**

A. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantor shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance.

B. Hold Harmless

The Grantee shall hold harmless, defend and indemnify the Grantor from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter called for in this Agreement, including reasonable court costs and attorney fees.

C. General Release

Upon completion of the work, the Grantee does hereby release and discharge the Grantee from any and all claims, liabilities, demands, suits or causes of action for damages, expenses, attorneys' fees or any other type of relief arising out of the care, maintenance, operation, and control of the funded activities by the Grantee, its successors and/or assignees.

D. Insurance & Bonding

The Grantee shall carry insurance of at least \$1,000,000.00 commercial general liability insurance, naming the City of Raytown as an additional insured.

All contractors/subcontractors engaged by the Grantee pursuant to this agreement shall carry commercial general liability insurance in the amount of \$250,000.000, naming the City of Raytown as an additional insured.

The Grantee shall submit proof of the insurance requirements set forth herein to Grantor upon its request.

E. Grantor Recognition

The Grantee shall insure recognition of the role of the Grantor in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The Grantor or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantor's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantor or Grantee from its obligations under this Agreement.

The Grantor may, in its sole discretion, unilaterally amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the scope of services or schedule of the activities to be undertaken as a part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantor and Grantee.

G. Suspension or Termination

1. Termination: In the event that the Grantee fails to comply with any term of this Agreement, the Grantor may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with this Agreement.

Either party may terminate this Agreement for convenience by giving a minimum of thirty (30) days written notice to the other party. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Grantee under this Agreement shall, at the option of the Grantor, become the property of the Grantor, and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination if such efforts were to be initially compensated.

Should the Grantor desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

- a. Reasonable description of the default/reason for termination;
- b. Demand for a cure; and
- c. Statement of reasonable time within which a cure must be effected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If the Grantee cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the Grantor shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

## **VIII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

The Grantee agrees to adhere to accounting principles and procedures, and adequate internal controls; and maintain necessary source documentation for all costs incurred in accordance with accounting principles generally accepted in the United States of America.

### **B. Documentation and Record-Keeping**

#### **1. Records to be Maintained**

The Grantee shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken; and
- b. Records required to determine the eligibility of the activity(-ies);

#### **2. Retention**

The Grantee shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3. Client Data

The Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility. Such information shall be made available to the Grantor's designee for review upon request.

4. Disclosure

The Grantee understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantor's or Grantee's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving said services.

5. Close-Outs

The Grantee's obligation to the Grantor shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantor), and determining the custodianship of records.

6. Audits & Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to the Grantor at any time during normal business hours, as often as the Grantor deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or termination of this Agreement by Grantor. The Grantee hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy and practices.

C. Reporting Requirements

1. Program Income

In the event that the Grantee generates program income as a result of funds

paid under this Agreement by clients served by the program, then the Grantee shall pay such program income to the Grantor upon demand. The Grantee will maintain all program income received in a separate account. Any program income held by the Grantee at the time of the expiration of this Agreement or generated after the expiration of this Agreement will be paid to the Grantor at such time as it is received by the Grantee.

2. Payment Procedures

The Grantor will pay to the Grantee funds available under this Agreement based upon information submitted by the Grantee and consistent with the approved budget. The Grantee reimbursements may only be submitted following the procedures identified herein. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Grantee based on monthly invoices submitted by the Grantee and approved by the Grantor.

3. Progress Reports

The Grantee shall submit monthly progress reports to the Grantor in the form and with content as reasonably required by the Grantor.

**IX. ENVIRONMENTAL CONDITIONS**

A. Environmental Review

The Grantee to comply with all local, state and federal associated statutes, laws and authorities related to the activities described in this Agreement; and to coordinate completion of an environmental review process with the Grantor for each scope of work for a particular site prior to a commitment of funding for such project. Such a review will include lead paint abatement, asbestos abatement, historic preservation, and other relevant environmental factors that could affect health, safety and preservation of the property. The Grantor will approve each scope of work and each environmental review prior to work being conducted at a specific site.

**X. SUBCONTRACTS**

All subcontracts awarded or entered into by the Grantee pursuant to this Agreement shall contain follow the provisions in Exhibit A, attached hereto and incorporated by reference herein, and shall be subject to the provisions contained therein.

**XI. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

[Grantor]

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Damon Hodges  
City of Raytown  
City Administrator

[Grantee]

BY:  \_\_\_\_\_ Date: 2.20.19  
Christina Leakey  
Truman Heritage Habitat for Humanity  
President & CEO

ATTEST: \_\_\_\_\_ Date: \_\_\_\_\_  
Teresa Henry, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_ Date: \_\_\_\_\_  
Jennifer Baird, City Attorney

## PARKS/STORM WATER SALES TAX

The Mayor's Parks/Storm Water Sales Tax Ad Hoc Committee approved a motion to recommend to the Board of Aldermen the adoption of a City ordinance that would place on the ballot in August 2019 an increase in the sales tax for the Storm Water and for the Parks Board of 1/4 cent from 1/8 with 80% of the revenues going to the Parks and 20% going to the Storm Water.

### PREVIOUSLY PROPOSED BALLOT LANGUAGE

*Below are the various proposed versions of the sales tax ballot language that have either been presented to the BOA for consideration of approval or proposed by an Alderman during the Board of Aldermen meetings. The versions below are ones proposed over the past few months.*

1. Shall the city of Raytown, Missouri increase the existing sales tax from a rate of one-eighth (1/8) of one percent to a rate of one-fourth (1/4) of one percent for the purpose of funding local parks within the city for a term of ten (10) years?
2. Shall the city of Raytown, Missouri increase the existing sales tax from a rate of one-eighth (1/8) of one percent to a rate of one-fourth (1/4) of one percent for the purpose of funding local parks/storm water control within the city for a term of ten (10) years?
3. Shall the city of Raytown, Missouri increase the existing sales tax from a rate of one-eighth (1/8) of one percent to a rate of one-fourth (1/4) of one percent split between one-eighth (1/8) of one percent for the purpose of funding parks and one-eighth (1/8) of one percent for the purpose of funding storm water control within the city for a term of ten (10) years?
4. Place (2) questions on the election ballot:
  - 1) Shall the city of Raytown, Missouri continue to impose an existing sales tax at a rate of one-eighth (1/8) of one percent for the purpose of funding local parks at a percentage of 75% and storm water control at a percentage of 25% within the city for a term of ten (10) years?
  - 2) Shall the city of Raytown, Missouri increase the existing sales tax from a rate of one-eighth (1/8) of one percent to a rate of one-fourth (1/4) of one percent for the purpose of funding local parks within the city for a term of ten (10) years.
5. Shall the city of Raytown, Missouri increase the existing sales tax from a rate of one-eighth (1/8) of one percent to a rate of three-eighth (3/8) of one percent for the purpose of funding local parks/storm water control with an annual allocation of \$100,000 for the purpose of funding storm water control within the city for a term of ten (10) years?