

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
MAY 15, 2018
REGULAR SESSION No. 28
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call
Proclamations/Presentations

- ★ A Proclamation recognizing Emergency Medical Services Week
- ★ A Proclamation recognizing Police Week
- ★ A Proclamation recognizing Public Works Week

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

STUDY SESSION

Sales Tax Oversight Committee Report Card
Missy Wilson, Assistant City Administrator

Neighborhood Services/Animal Control Update
Ray Haydaripoor, Community Development Director

LEGISLATIVE SESSION

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. 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 May 1, 2018 Board of Aldermen meeting minutes.

R-3090-18: A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF LORETHA HAYDEN TO THE RAYTOWN PARK BOARD. Point of Contact: Teresa Henry, City Clerk.

REGULAR AGENDA

NEW BUSINESS

- 2. R-3091-18: 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 2017-2018. Point of Contact: Ray Haydaripoor, Community Development Director.

3. **R-3092-18: A RESOLUTION** AMENDING THE FISCAL YEAR 2017-2018 BUDGET RELATED TO THE POLICE DEPARTMENT. Point of Contact: Jim Lynch, Police Chief.
4. **R-3093-18: A RESOLUTION** AUTHORIZING AND APPROVING AN EXPENDITURE OF FUNDS WITH MDL TECHNOLOGY, LLC FOR INFORMATION TECHNOLOGY-RELATED SERVICES IN AN AMOUNT NOT TO EXCEED \$56,000.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Jim Lynch, Police Chief.

ADJOURNMENT

DRAFT
MINUTES
TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
MAY 1, 2018
REGULAR SESSION No. 27
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
6:00 P.M.

Mayor Michael McDonough called the May 1, 2018 Board of Aldermen meeting Closed Session to order at 6:00 p.m. Reverend James Fuller of the Ivanhoe United Church of Christ provided the invocation and led the pledge of allegiance.

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

Present: Alderman Frank Hunt, Alderman Jason Greene, Alderman Ryan Myers, Alderman Mark Moore, Alderman Steve Meyers, Alderman Bill Van Buskirk, Alderman Bonnaye Mims, Alderman Derek Ward

Absent: Alderman Karen Black, Alderman Jim Aziere

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; and/or
- 610.021(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

Alderman Mims, seconded by Alderman Myers, made a motion to adjourn and reconvene in Closed Session. The motion was approved by a vote of 8-0-2.

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

Nays: None

Absent: Aldermen Aziere, Black

Mayor McDonough called the Open Session to order at 7:02 p.m.

Roll Call

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

Present: Alderman Frank Hunt, Alderman Jason Greene, Alderman Mark Moore, Alderman Bill Van Buskirk, Alderman Derek Ward, Alderman Jim Aziere, Alderman Ryan Myers, Alderman Steve Meyers, Alderman Bonnaye Mims

Absent: Alderman Karen Black

OPENING SESSION
7:00 P.M.

Public Comments

Tony Jacob, 10201 E 64 Street, spoke regarding public comments, taxes, and the City budget.

Mary Jane Van Buskirk, 7812 Woodson Road, spoke regarding the 2018 Senior Expo.

Communication from the Mayor

Mayor McDonough announced that tonight is Tom Cole's final Board of Aldermen meeting as City Administrator.

Communication from the City Administrator

The City Administrator provided an update on the City's current projects and plans.

Committee Reports

Alderman Hunt spoke regarding the 2018 Senior Expo.

Alderman Van Buskirk spoke regarding the 2018 Senior Expo, the recent Legislative Committee meeting, the Municipal Committee meeting on May 15 and Tom Cole's departure.

Alderman Mims spoke regarding the recent Town Hall community meeting and Tom Cole's departure.

LEGISLATIVE SESSION

1. CONSENT AGENDA

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

Approval of the Regular April 17, 2018 Board of Aldermen meeting minutes.

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

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

Nays: None

Abstain: Alderman Greene

Absent: Alderman Black

REGULAR AGENDA

NEW BUSINESS

2. **R-3085-18: A RESOLUTION** ESTABLISHING THE RATES FOR MEDICAL, DENTAL AND VISION INSURANCE FOR THE INSURANCE PLAN YEAR FROM JULY 1, 2018 TO JUNE 30, 2019. Point of Contact: Debbie Duncan, Human Resources Manager.

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

Debbie Duncan, Human Resources Manager, remained available for any discussion.

Alderman Greene, seconded by Alderman Meyers, made a motion to adopt Option 1. The motion was approved by a vote of 9-0-1.

Discussion clarified health care plan terminology and the plan options presented to the Board.

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

Nays: None

Absent: Alderman Black

3. **R-3086-18: A RESOLUTION** APPOINTING MISSY WILSON AND DAMON HODGES AS INTERIM CITY ADMINISTRATORS, EFFECTIVE MAY 6, 2018, AND SETTING FORTH THE DUTIES, ROLES AND RESPONSIBILITIES OF THE INTERIM CITY ADMINISTRATOR. Point of Contact: Mayor McDonough.

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

Mayor McDonough remained available for any discussion.

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

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

Nays: None

Absent: Alderman Black

4. **R-3087-18: A RESOLUTION** AUTHORIZING AND APPROVING AN ORGANIZATION RESOLUTION AND AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND UMB BANK, N.A. Point of Contact: Teresa Henry, City Clerk.

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

Teresa Henry, City Clerk, remained available for any discussion.

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

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

Nays: None

Absent: Alderman Black

5. **R-3088-18: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH CUMMINS SALES AND SERVICE RELATED TO THE PURCHASE AND INSTALLATION OF THE DAY TANK LOCATED AT CITY HALL IN AN AMOUNT NOT TO EXCEED \$10,384.57 AND AUTHORIZING AND APPROVING THE REAPPROPRIATION OF FUNDS RELATED TO THE POLICE DEPARTMENT FOR FISCAL YEAR 2017-2018. Point of Contact: Jim Lynch, Police Chief.

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

Jim Lynch, Police Chief, remained available for any discussion.

Discussion focused on the possible budget impacts of this expenditure, and the details of the generator and its new tank.

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

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

Nays: None

Absent: Alderman Black

6. **R-3089-18: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF A 2019 FORD F350 CAB AND CHASSIS FROM SHAWNEE MISSION FORD AND RELATED EQUIPMENT FROM KNAPHEIDE OFF THE MISSOURI DEPARTMENT OF TRANSPORTATION COOPERATIVE PURCHASING CONTRACT IN AN AMOUNT NOT TO EXCEED \$48,066.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Dave Turner, Interim Parks Director

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

Dave Turner, Interim Parks Director, remained available for any discussion.

Discussion reviewed the plans for the vehicle's use.

Alderman Meyers, seconded by Alderman Van Buskirk, made a motion to adopt. The motion was approved by a vote of 9-0-1.

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

Nays: None

Absent: Alderman Black

Mayor McDonough called for a five-minute recess.

The meeting reconvened at 8:07 p.m.

DISCUSSION ITEM

7. Public Comments, Alderman Steve Meyers

The rules for public comments regarding speaking topics, time limits, agenda order and speaker protocol were discussed.

The Municipal Committee will meet to further discuss the rules for public comments.

8. Firework Ordinance Amendment, Alderman Derek Ward

Regulations regarding fireworks and their use within the City were discussed.

The Municipal Committee will meet to further discuss the topic.

9. Liquor License, Alderman Jason Greene

Regulations regarding the sale of liquor within the City were discussed.

The Municipal Committee will meet to further discuss the topic.

ADJOURNMENT

WORK SESSION
TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
MAY 1, 2018
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

IMMEDIATELY FOLLOWING THE 7:00 P.M. BOARD OF ALDERMEN MEETING

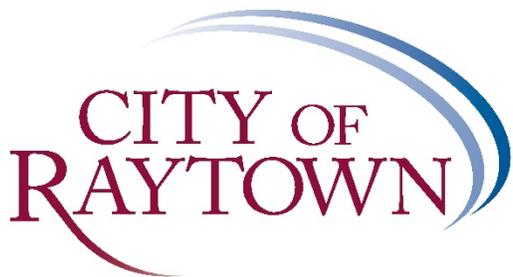
1. Board Goals Update.

Discussed Board goals.

2. Committee's Roles and Responsibilities.

Discussed committee roles and responsibilities.

Adjourn



ADMINISTRATION OFFICE

10000 EAST 59TH STREET

RAYTOWN, MISSOURI 64133-3993

PHONE: 816-737-6091 - FAX: 816-737-6097

E-MAIL: MISSYW@RAYTOWN.MO.US

MEMORANDUM

Date: May 11, 2018

To: Governing Body

From: Missy Wilson, Assistant City Administrator

Re: Sales Tax Oversight Committee Report Card

The Sales Tax Oversight Committee (STOC) is required to report annually to the Board of Aldermen as to whether the Special Sales Tax monies are being spent consistent with the purposes allowed by state statute. Traditionally the Committee has elected to provide the report in the form of a report card.

The report card grades reflect the purchases meeting the intent of the sales tax along with staff's interaction and responsiveness to the committee. Staff reviews the report card with the STOC and then a final report is then submitted to the Board of Aldermen.

The attached report represents the STOC review of fiscal year 2016-17. The committee rated all areas as either meeting or exceeding standards for this review period.

Sincerely,

Missy Wilson
Assistant City Administrator

Special Sales Tax Citizen
Review Committee

DEDICATED TO
PROTECTING YOUR
SALES TAX DOLLARS



2017

ADMINISTRATIVE AND
FISCAL REPORT CARD

1/2 Cent Transportation Sales Tax
3/8 Cent Capital Sales Tax
1/2 Cent Public Safety Sales Tax

2017 Fiscal Report Card

Unaudited Numbers as of October 31, 2017

Transportation Sales Tax

Beginning Fund Balance - **\$667,943**

2017 Revenues - \$1,210,840

2017 Expenses - \$722,149

- Salt purchase
- Concrete Repair on Blue Ridge Cutoff and Citywide
- 59th Street Sidewalk Improvements

Ending Fund Balance - **\$1,156,136**

2017 Roadway Improvements

Concrete Replacement on Blue Ridge Cutoff



2017 Transportation Improvements 59th Street Sidewalk Project



Intersection of 59th St. and Hedges



Improvements East of Hedges



59th Street Culvert Improvements



59th Street and Northern



59th Street and Sterling



59th Street and Woodson

2017 Fiscal Report Card

Unaudited Numbers as of October 31, 2017

Capital Sales Tax

Beginning Fund Balance - **\$1,230,907**

2017 Revenues - \$1,046,637

2017 Expenses - \$1,328,681

- Stryker PowerLOAD System
- 6 Motorola APX4000 portable radios
- 3 Dispatch Computers & 2 monitors
- Dell SonicWall Security Appliance
- HP OfficeJet 8720 Printer (Crime analyst)
- 6 Panasonic Lap tops MDTs and Mounting for In-Car Operations
- HP Office Jet Pro 8720 (Brafford)
- HP LaserJet ENT M604N (Dispatch)
- Barracuda SPAM Firewall
- APC Charge Battery X2
- Cisco Small Business Switches X3
- 2 workstations, 2 monitors & server
- 2 APX4500 Control Stations
- 1 Wireless BlueTooth Microphone
- 1 Desk charger for wireless microphone & Spare battery
- Hard drive for security camera upgrade
- Camera upgrades - Stairs, Lot, Evidence
- Salt Barn Doors
- EMS Overhead Doors
- City Hall New HVACs and roof repairs
- New Animal Control Vehicle
- Bank Fees

Ending Fund Balance - **\$948,863**

EMS EQUIPMENT & IMPROVEMENTS

STRYKER PowerLOAD System



ANIMAL CONTROL TRUCK



CITY HALL HVAC EQUIPMENT AND ROOF REPAIRS



Police Department Purchases





2017 Fiscal Report Card

Unaudited Numbers as of October 31, 2017

Public Safety Sales Tax

Beginning Fund Balance - \$1,090,068

2017 Revenues - \$1,356,599

2017 Expenses - \$1,437,247

- Police Department - \$1,336,324
 - Sworn Officers (10 employees)
 - Detention Staff (3 employees)
 - 2 unmarked vehicles
 - Dispatcher
 - Crime Analyst
 - Police Academy and Training
 - Software & IT Equipment for Police Department
 - 17 APX4000 Portable Radios
 - 17 Impress ION Batteries
 - 3 APX4500 Dash Mount Mobile Radios
 - 1 APX6500 Mobile Radio w/03 Head
 - 4 Low Profile Antennas
 - Programming & Certify 23 radio
 - 2 800MHz Mag-Mount Antennas

Emergency Medical Services - \$100,923

- Paramedic
- Training

Ending Fund Balance - \$1,009,521

We are proud to say that we believe “Raytown City Government is operating at a high level of efficiency. We are confident they will continue to perform at this level for the remainder of the bond and sales tax issues. All expenditures are consistent with the sales tax expectations, and the voters’ intended use for the sales tax. ”

Fleet Purchases



Equipment Purchases





2017 Administration Report Card

(Committee Submitted May 2018)

“As of October 31, 2017 all expenditures have met the intent of the Citizens of Raytown.”

Cumulative Departmental Report Card Score

Mayor / Alderman Liaison

- Coordination / Procedures O

Finance Department

- Budget Forecasting O
- Bidding Process O
- Teamwork / Coordination E

Public Works Department

- Budget Forecasting O
- Bidding Process O
- Quality of Products Purchased E
- Quality of Traffic Signal Systems O
- Teamwork / Coordination O/E *

Police Department

- Budget Forecasting O
- Bidding Process O
- Quality of Products Purchased M/E *
- Teamwork / Coordination E

Emergency Services

- Budget Forecasting O
- Bidding Process O
- Teamwork / Coordination E

LEGEND:

(N) Needs Improvement; (B) Below Average, (M) Meets Committee Standards; (O) Outstanding, (E) Exceptional, (*) Tied

Future Sales Tax Projects

- Hyw 350 & Raytown Road Intersection Improvements
- Annual Asphalt Overlay
- Pavement Condition Analysis
- In-Car Cameras for Police Department
- IT Software and Hardware for Police Department
- Street Sweeper Replacement
- Fuel Tank Replacement
- IT Software and Hardware Updates for Administrative Staff
- Fleet Garage Office and Restroom improvements

Special Sales Tax Citizen Review Committee

Chair - Jim Schaap

Ward 1
Michael Attwood

Ward 2
Rudolph Pieters

Ward 3
Lisa Emerson

Ward 4
Darrell Swofford

Ward 5
Jim Schaap

At Large Member
Paul Hansen

At Large Member
Jeremy Bledsoe, Sr.

Board Liaison - Mark Moore

CITY OF RAYTOWN
Request for Board Action

Date: May 15, 2018
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Resolution No.: R-3090-18

Department Head Approval: _____

City Administrator Approval: _____



Action Requested: Appointment of Loretha Hayden to the Raytown Park Board.

Recommendation: Approve the appointment.

Analysis: The Raytown Park Board was established pursuant to Ordinance 109, which provides for the appointment of nine (9) Park Board Directors appointed by the Mayor with the approval of the Board of Aldermen. The term of the members is for three years and the terms are supposed to be staggered to provide consistent and experienced leadership.

The Mayor has recommended that Loretha Hayden be appointed to replace Danielle Miles (who resigned) and serve the remainder of her term which expires June 1, 2019.

Alternatives: Reject the appointment.

A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF LORETHA HAYDEN TO THE RAYTOWN PARK BOARD

WHEREAS, the Raytown Park Board was established pursuant to Ordinance 109 which provides for the appointment of nine (9) Park Board Directors appointed by the Mayor with the approval of the Board of Aldermen; and

WHEREAS, a vacancy currently exists on the Raytown Park Board and the Mayor has recommended and desires to appoint Loretha Hayden to fill a vacancy and fulfill the remainder of a 3-year term expiring June 1, 2019 or until a successor is duly appointed; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve such appointment as proposed by the Mayor;

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

THAT Loretha Hayden, 7001 Lakeshore Drive, Raytown, Missouri is hereby appointed as a member of the Raytown Park Board to fill a vacancy and fulfill the remainder of a 3-year term expiring June 1, 2019, or until a successor is duly appointed;

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 15th day of May, 2018.

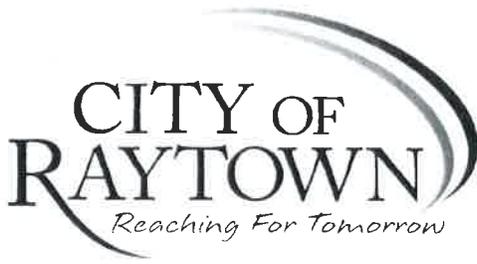
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney



RECEIVED

APR 30 2018

City of Raytown

CITY OF RAYTOWN

Boards and Commissions Application

Thank you for your interest in serving on one of the City of Raytown Boards and Commissions. Volunteers like you are essential to ensuring that your city government is responsive to the needs of the community.

Please help us place you in the most appropriate Board/Commission by completing this questionnaire.

Date: 4-30-18

Name: Hayden Loretha V
Last First Middle

Address: 7001 Lakeshore Drive Raytown MO 64133
Street City Zip Code

Contact Information:

816 510 5243 816 737 5572 lvhayden@sbcglobal.net
Phone: Day Evening Cell Fax E-Mail Address

I want to serve on the Park Board Board/Commission

Because: I think I could bring some different perspectives + utilize my leadership abilities to assist the Park Board in moving forward

My strength(s) on this Board/Commission will be:
Leadership
Diversity of thought
People skills

Education: Paseo High School KC MO May 1979
High School City/State Date

Baker University BA May 2009
Trade/College/University Degree Date

Post Graduate: Avila University Master's Psychology Organizational Development
College/University Degree Date
2015

Employment (Maximum 10 years):

Current: Lutfis Fried Fish 6633 Raytown Road Raytown, MO (owner)
 Employer Address Position

Past: State Farm Insurance KCMO Team Manager 7/16/1984 - 11/1/2016
 Employer Address Position Dates

Past: MO State Probation & Parole KCMO Regional out of District Clerk 4/1985 - 7/1984
 Employer Address Position Dates

Community Involvement:

Organization	Leadership Position(s)	Membership Date(s)
1. <u>Raytown School Board</u>		
<u>Citizens Advisory Committee</u>	<u>liaison</u>	<u>2018 - 2018</u>
<u>Raytown Chamber of Commerce</u>	<u>(several) committee</u>	<u>2007 - 2018</u>
<u>Truman Heartland Foundation</u>		<u>2016 - 2018</u>
<u>Raytown Education Foundation</u>		<u>2015 - 2018</u>
5. _____		

Do you have business or property interests that might place you in a conflict of interest situation should you be appointed to this Board/Commission? If so, please explain.

NO

Do you anticipate that there will be times when you will not be able to attend the Board/Commission meeting? If yes, how often do you anticipate this would occur?

NO

Mail to: Mayor's Office, 10000 East 59th Street, Raytown, MO 64133; or FAX: 816-737-6097.

CITY OF RAYTOWN
Request for Board Action

Date: May 10, 2018

Resolution No. R-3091-18

To: Mayor and Board of Aldermen

From: Ray Haydaripoor, Director of Community Development

Department Head Approval: _____

Finance Director Approval: _____ (only needed if fiscal impact)

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 proposed would enable the City of Raytown to partner with the Truman Heritage Habitat for Humanity to implement a minor home repair program. The implementation of the minor home repair 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 the specific code violations listed above. Homeowners expressing an interest in this program 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 would use volunteers from local churches and other organizations to lower labor costs. A construction supervisor from Truman Heritage Habitat for Humanity would manage each project and supervise 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
Fund: General Fund
Account#: 101-82-00-100-53597

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 2017-2018

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 15th day of May, 2018.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

**2017 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, 2017

**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, 2017**, 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, 2018** 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 (ie \$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, 2017 and end by October 31, 2018.**

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 (eg. 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 (ie. \$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:

<u>City of Raytown</u>	<u>Truman Heritage Habitat for Humanity</u>
Michelle Wilson	Christina Leakey
Interim City Administrator	President & CEO
10000 East 59 th Street	505 North Dodgion Street
Raytown, Missouri 64133	Independence, Missouri 64050
816-737-6000	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 affected. 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: _____
Michelle Wilson
Interim City of Raytown
City Administrator

[Grantee]

BY: _____ Date: _____
Christina Leakey
Truman Heritage Habitat for Humanity
President & CEO

ATTEST: _____
Teresa Henry, City Clerk

Date: _____

APPROVED AS TO FORM

Joe Willerth, Contract City Attorney

Date: _____

ATTACHMENT A

Raytown “Home Preservation Program” (HP Program) Guidelines

1. Eligible HP Program Services

Raytown HP Program services include:

- Exterior Painting
- Roof Repair and Replacement
- Repair Decks and Porches
- Repair Driveways
- Repair and Replace Flashing and Guttering
- Repair and Replace Siding
- Dead or Hazard Tree Trimming or Removal
- Yard Cleanup

The Construction Program Manager shall approve a detailed HP Program scope of work for each home consistent with the above list of approved services. The Construction Program Manager will determine if work is cost effective, safe and feasible for Truman Heritage Habitat for Humanity (THHFH) to undertake. This determination will be the basis for the HP Program scope of work for specific homes consistent with the list above. Prior to project start, the scope of service and estimated project costs will be provided to the City for review and approval.

The Construction Program Manager will be responsible for assuring all federal, state and municipal laws and regulations are adhered to in the performance of HP Program work, including lead paint and asbestos abatement.

Raytown HP Program services will not include:

- Weatherization
- Work Inside The Home

Based on City of Raytown direction, minor changes or additions to the list of eligible HP Program services may be made.

The cost of HP Program services provided for any single household cannot exceed \$5,000.

2. Eligible Homes to Receive HP Program Services

Raytown HP Program services may be provided for income eligible, owner-occupied households within the City limits of Raytown. To be eligible, total annual household income must not exceed 80% of average median income (AMI) for Jackson County as published by the U.S. Department of Housing and Urban Development (HUD). There is no limitation associated with the age of the home.

HP Program services will be provided on a first come, first served basis. "First come" will be based on receipt by THHFH of a qualifying program application.

Raytown HP Program services will not be provided for:

- Mobile Homes

3. Raytown HP Program Selection Criteria

Household selection criteria will be based on the need of the family, ability to pay and willingness to partner.

- a. Need. Program applicants will submit an application for minor home repair services from a list of eligible Raytown HP Program measures. The need for eligible each of the submitted minor home repairs as defined in this policy will be determined by the Construction Director in consultation with the homeowner.

Household income must not exceed the maximum allowable limits defined in Section 2 of this policy.

- b. Ability to Pay. To qualify under this criterion, the family must present evidence of sustained income that will enable repayment.

There will be no discrimination against families being assisted financially by the government for disabilities or on pensions (i.e. SSI or Worker's Compensation, if it is long term). A credit check will be performed and credit references may be contacted. At least one homeowner credit bureau check will be required for each HP Program project.

(1) Debt to Income Ratio

If household debt payments do not exceed 36% of the family's gross monthly income, then repayment of HP Program project costs will be required. If it is determined that the household budget exceeds the 36% debt to income ratio then a financial burden on the household would result from repayment and therefore no repayment will be required. Any such waiver shall be justified in writing, maintained in the file, and presented to the THHFH Board of Directors and the City of Raytown. Repayment is also not required if annual household income is less than 25% AMI. If repayment is required, then criteria in subsections (2) and (3) below must be met.

(2) Monthly Payment Consistency

This repayment criterion is met if the family has demonstrated the ability to make regular payments for rent, utilities and other obligations, or the family can demonstrate an intention to pay debts revealed by a credit card report by providing a documented plan approved by each creditor to repay such debts.

(3) Bankruptcy, Liens, Judgments, Debt Ceilings

This repayment criterion is met if all of the following apply to the family:

- The family is not involved in bankruptcy proceedings in the previous twelve months,
- The family has no liens or judgments against them that cannot be cleared prior to HP Program project start date; and
- The family has had no foreclosures in the last twelve months

c. Willingness to Partner. This HP Program program criterion is met if the family demonstrates willingness to partner and ability to complete the sweat equity commitment. The following are factors to be used in determining whether families are willing to partner with THHFH:

- The family completed the application and provided supporting documentation in a timely manner.
- The family engaged in personal interviews, including a home visit.
- The family signed necessary releases of information to certify their ability to pay.
- The family signed the Applicant Agreement, including agreed on sweat equity hours.

For Raytown HP Program projects, the minimum amount of sweat equity is 10 hours, of which 4 hours should be accomplished prior to the completion of the HP Program service for the home.

- Each partner family will meet with its advocate(s) and make a detailed plan for accomplishing sweat equity hours. Homeowners may have one helper or, if the homeowner is unable, up to two helpers per hour as agreed to with the THHFH Volunteer Coordinator. Homeowners will be responsible for the completion of timecards documenting sweat equity hours. Homeowners will not receive credit for undocumented sweat equity hours.
- The THHFH Family Services Committee may modify sweat equity requirements on a case-by-case situation when required by special circumstances or restriction.

4. **Volunteers**

Raytown HP Program projects will be conducted by volunteers organized and supervised by THHFH staff whenever feasible and safe to do so. The age of all HP Program volunteers should meet HFHI guidelines as well as federal, state and municipal laws and regulations pertaining to youth labor. THHFH policy is:

- a. No one under age 16 may work on any HP Program project. Furthermore, no one under the age of 16 is allowed on an HP Program work site while work is going on. Such children who may wish to assist are

encouraged to find other ways that they can assist the HP Program project.

- b. Youth age 16-17 may perform general construction work on the site including painting and yard cleanup, but may not participate in hazardous construction activities including activities considered by federal regulations to be too hazardous for children. This includes demolition, roofing, excavating, working from a height of six feet or more and the use of power tools and motor vehicles.
- c. Youth age 16-17 will be supervised by responsible adults at a ratio of not less than one adult per four youth.
- d. No youth age 16-17 can engage in activities where the youth could be exposed to asbestos or lead paint hazards.
- e. Any volunteer who is at least 18 years of age may do any of the tasks assigned by the crew leader or THHFH construction site supervisor.
- f. The THHFH construction site supervisor may take action to remove from the site any youth, or other person, who through inattention or other inappropriate behavior, endangers the safety or hinders the progress of himself/herself or others on the site.

Construction rules and safety rules included in the THHFH approved Construction Site Safety Policy will be applicable to HP Program projects.

5. Cost Model

This cost model applies in cases where repayment by homeowners is required. THHFH will provide a zero percent interest loan to the homeowner for a period up to seven (7) years to recover all costs of the HP Program project. The THHFH CEO may require a down payment of \$50 for HP Program program participants. The THHFH CEO may allow a prepayment discount of 10 percent for homeowners who pay the full cost up front.

6. Miscellaneous HP Program Policies

- a. When a residence is served through the Raytown HP Program project, the same residence may not receive additional Raytown HP Program services for a period of five (5) years.
- b. To participate in Raytown HP Program service, the homeowner must sign an Agreement with THHFH which documents all the information required to determine family selection criteria, sets sweat equity requirements and includes a statement that the homeowner does not intend to sell or move from the home in the next five years.

- c. For HP Program services which require homeowner repayment, the THHFH CEO will include in the Homeowner Agreement a repayment schedule at zero percent interest appropriate for the cost of the project. The amount of the monthly repayment and length of term of the repayment (up to seven years) will be based on household income, type of project, actual cost as agreed to by the homeowner. The homeowner will be required to sign a promissory note based on the repayment terms.

Raytown Home Preservation Program 2017-2018 Budget

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
<u>Project Management</u>	Includes program implementation/management such as 1) creating program forms, 2) program coordination between Habitat and City administrative staff, 3) working with homeowners, 4) program recordkeeping and reporting.	\$2,500
<u>Construction Labor & Materials</u>	Includes construction labor and volunteer supervision; contracted work such as tree trimming & removal, gutter repair/replacement, roof repair, etc; materials and supplies such as paint supplies, yard cleanup supplies, and siding, wood for repairs, etc.	\$13,750
<u>General Administration(15%)</u>	Covers all administrative costs associated with the project including office supplies, administrative staff time, vehicle costs, office space, insurance, use of tools/equipment and various other overhead expenses.	\$3,750
<u>Total Program Budget</u>		\$20,000

NOTES:

1. Actual costs are based on the work completed for each eligible project site. Therefore line item actual expenses may vary from the budget since actual scope of work is unknown prior to the start of the "Home Preservation" program. Each month Truman Heritage Habitat for Humanity will submit invoices with actual costs and a comparison with budgeted costs. A scope of work description and detailed cost estimates for each proposed project will be submitted to the City for review and comment prior to the implementation of work.
2. In no case will costs reimbursed by the City exceed \$20,000.
3. All actual costs for individual projects will be subject to reimbursement by non-exempt homeowners per Attachment A to the executed Agreement, including the program administrative cost line item at 15%. Volunteer time and donated supplies will **not** be included as part of the project cost. THHFH makes every effort to use volunteers and donated supplies (such as paint) to the extent feasible.
4. Construction materials and supplies will be charged to the project based on the cost of the materials and supplies to THHFH.
5. All direct THHFH personnel costs will be documented by time sheets that will be provided to the City upon request.
6. All contracted work will be documented with bids, bid awards and contractor invoices that will be provided to the City upon request.

CITY OF RAYTOWN
Request for Board Action

Date: May 11, 2018
To: Mayor and Board of Aldermen
From: Chief James B. Lynch

Resolution No.: R-3092-18

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Approve an amendment to the Fiscal Year 2017-2018 budget per City purchasing policy.

Recommendation: Approve the Resolution

Analysis:

Personnel Expense

The Police Department seeks to reallocate underutilized funds in the current approved budget for training expenses of new employees.

In order to staff open positions within the Department, non-certified future employees will need to attend the police academy. There are also pre-employment expenses associated with the hiring process for both sworn and civilian personnel. The PD is seeking to fill 4 sworn officer vacancies and 2 civilian vacancies within the Fiscal Year 2017-2018.

Total expense for hiring and academy training of 4 officers is \$26,800.00
Total expense for hiring 3 civilian positions \$2,100.00
Combined total \$28,900.00 (See attachment for itemized detail)

These expenses can be absorbed into the Police Department's Fiscal Year 2017-2018 operating budget with the reallocation of funds from Unemployment line item to the Education and Training line item.

IT Expense

These expenses are for IT network support for the remainder of the 2017-2018 Fiscal Year, and the renewal of two maintenance agreements for network backup software and server virtualization.

The combined total is \$71,000.00 and these expenses can be absorbed into the Police Department's Fiscal Year 2017-2018 operating with the reallocation of funds from the Unemployment line item to the Computer Services line item.

This transfer will leave approximately \$14,000.00 in the Unemployment line item.

Alternatives: Cease further hiring efforts and forego IT support for the Department network.

Budgetary Impact:

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

Transfer From:

\$100,000.00
Unemployment
101.32.00.100.51219

Transfer To:

\$28,900.00
Education and Training
101.32.00.100.53701

\$71,100.00
Computer Services
101.32.00.100.53644

Attachments: Itemized Detail

A RESOLUTION AMENDING THE FISCAL YEAR 2017-2018 BUDGET RELATED TO THE POLICE DEPARTMENT

WHEREAS, pursuant to Resolution R-3031-17, the Fiscal Year 2017-2018 Budget was approved; and

WHEREAS, it is necessary to amend the Fiscal Year 2017-2018 Budget; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to amend the Fiscal Year 2017-2018 Budget;

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

THAT the Fiscal Year 2017-2018 budget approved by Resolution R-3031-17 is hereby amended as follows:

Transfer From:

\$100,000.00
Unemployment
101.32.00.100.51219

Transfer To:

\$28,900.00
Education and Training
101.32.00.100.53701

\$71,100.00
Computer Services
101.32.00.100.53644

FURTHER THAT the City Administrator 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 15TH day of May, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

Spring 2018 New Employee Screening/Academy Costs

Employee Candidate Screening

Psychological Examination	450.00
Physical/Drug Screen Examination	207.00
Total	657.00

Kansas City, Missouri Police Academy

Tuition/Uniforms	5335.00
Fingerprints*	40.30
PD-supplied ammunition	780.00
Total	6,155.30

Blue River Police Academy

Tuition/Uniforms/Ammo	4952.00
Books	575.50
Fingerprints*	40.30
Total	5567.80

*Both academies require the use of a specific vendor.

IT expenses

Network support through MDL technologies

Remainder of FY18 - \$56,000.00

Neverfail Maintenance- Annual support and maintenance for the Neverfail product that is a proprietary product that allows servers to replicate in real time. The two copies, one live and one passive, are kept in sync so if the live copy goes down the Department can immediately use the passive copy. The Neverfail product is an important component to our data safety as it creates redundancy in information should the physical site of our network become damaged.

Two year renewal - \$6,426.00

VMware Maintenance- Annual support and maintenance for the VMware software that allows for the virtualization of the Police Department servers allowing several virtual servers to run concurrently on a physical server.

One year renewal - \$5,047.83

**CITY OF RAYTOWN
Request for Board Action**

Date: May 10, 2018
To: Mayor and Board of Aldermen
From: Major Randy Hudspeth

Resolution No.: R-3093-18

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Authorize spending in excess of \$15,000.00 with a single vendor per City purchasing policy.

Recommendation: Approve the resolution.

Analysis: In Fiscal Year 2012-2013, the Board of Aldermen approved a three-year agreement guaranteeing service pricing for three years, approved annually, with MDL Technology, LLC to manage the IT services of the Police Department. The agreed upon service plan is a monthly fee of \$80.00 per workstation and \$400.00 per server. The agreement was renewed in Fiscal Year 2015-2016 for an additional three (3) years with no increase in service cost.

Alternatives: Not approve the resolution, default on the agreement and immediately seek bids for an alternative vendor.

Budgetary Impact:

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

Amount Requested: \$56,000.00
Department: Police
Fund: General

Additional Reports Attached: MDL Agreement

A RESOLUTION AUTHORIZING AND APPROVING AN EXPENDITURE OF FUNDS WITH MDL TECHNOLOGY, LLC FOR INFORMATION TECHNOLOGY-RELATED SERVICES IN AN AMOUNT NOT TO EXCEED \$56,000.00 FOR FISCAL YEAR 2017-2018

WHEREAS, the City of Raytown, Missouri, (the "City") issued its Request for Proposals for information technology-related services on September 6, 2011; and

WHEREAS, the City received two (2) bids in response to its Request for Proposals for information technology-related services; and

WHEREAS, the bid received from MDL Technology, LLC was reviewed and was determined to be reasonable and meet the qualifications specified along with a guaranteed pricing for three years; and

WHEREAS, in Fiscal Year 2015-2016, pursuant to Resolution 2821-15, the agreement with MDL Technology, LLC was approved and the agreement was renewed with guaranteed pricing for three years; and

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

WHEREAS, the Board of Aldermen find it is in the best interest of the City to continue to utilize the services of MDL Technology, LLC to perform information technology-related services for fiscal year 2017-2018 in an amount not to exceed \$56,000.00;

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

THAT the expenditure of funds to continue to utilize MDL Technology, LLC to perform information technology-related services for fiscal year 2017-2018 in an amount not to exceed \$56,000.00 is hereby authorized and approved;

FURTHER THAT the City Administrator and/or his designee is authorized to execute all agreements or documents necessary to approve the expenditure of funds authorized herein and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 15th day of May, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

Managed Services Agreement

Exhibit A

Service Rates Labor	Rate
Remote PC Management/Help Desk 8am-5pm M-F	INCLUDED
Remote Printer Management 8am-5pm M-F	INCLUDED
Remote Network Management 8am-5pm M-F	INCLUDED
Remote Server Management 8am-5pm M-F	INCLUDED
24x7x365 Network Monitoring	INCLUDED
Onsite Labor 8am-5pm M-F	INCLUDED
Remote PC Management/Help Desk 5:01pm-9pm M-F	INCLUDED
Remote Printer Management 5:01pm-9pm M-F	INCLUDED
Remote Network Management 5:01pm-9pm M-F	INCLUDED
Remote Server Management 5:01pm-9pm M-F	INCLUDED
Onsite Labor 5:01pm-9pm M-F	
Remote Labor All Other Times	INCLUDED
Lab Labor All Other Times	INCLUDED
Onsite Labor All Other Times	INCLUDED
Project Work	\$120 PER HOUR

Critical Devices

Monitored Workstations:.....66 @ \$ 80
 Monitored Servers:.....10 @ \$400

SERVICE PLAN

THIS AGREEMENT, referred to as the "Agreement" and/or "Service Plan, dated this 10th day of November, 2015, is entered into between MDL Technology, LLC, a Missouri limited liability company, (hereinafter referred to as "Provider") and Raytown Missouri Police Department (hereinafter referred to as "Customer").

RECITALS

(a) Provider desires to enter into an agreement whereby it will provide certain technology support services to Customer;

(b) Customer is desirous of hiring Provider to supply technology support services to Customer; and

(c) The parties have determined that it is necessary and desirable to document the terms of the Service Plan.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the terms and conditions set forth in this Agreement.

1. Services to be Provided.

Provider will perform such duties as requested from time-to-time by Customer relating to support of information technology system. Provider will service the Personal Computers and Server of customer. Such services shall include, but not be limited to, maintaining the operational system, servicing and troubleshooting system issues as well as issues with the individual Personal Computers, and performing other services as agreed upon from time-to-time. The services provided will depend upon the Service Plan elected, but will include a set hourly on-site rate, a set emergency response fee, guaranteed response times, and remote off-site support sessions. Depending upon the Plan elected, additional services will be provided. The actual services provided will be in accordance with the Platinum Plan as set forth in Exhibit A attached. It shall be within the discretion of Provider as to what services Provider is obligated to provide pursuant to this Agreement.

2. Fees.

Customer will pay Provider a monthly fee of \$80 per Personal Computer and \$400 per Server, in accordance with the schedule on Exhibit "A" attached.

3. Procurement of Necessary Equipment, Hardware and Software.

Customer shall be obligated to pay for any equipment, hardware and software necessary to support Customer's information technology system. Any additional purchase of equipment, hardware or software shall be made by the Customer or made by the Provider and invoiced directly to the Customer should the Customer and Provider agree to the same.

4. Term.

The term of this Agreement shall be three (3) years commencing on the date of the execution of this Agreement. This Agreement shall renew on the anniversary of the execution of the Agreement for one-year increments unless either party provides notice no sooner than ninety (90) days prior to the expiration of the Agreement and no later than thirty (30) day prior to the expiration of the Agreement.

5. Proprietary Information.

Customer acknowledges that information will be disclosed to Customer by Provider or to which Customer will otherwise have access that may include confidential, business, trade secret, proprietary and other like information concerning the operation and maintenance of Customer's website performed by Provider. Customer agrees that such proprietary and like information will be the property of Provider and will be protected from disclosure by Customer. Customer agrees it will use the information only as may be necessary in the course of fulfilling its contractual obligations with Provider and will treat such information as strictly confidential, that will not disclose information orally or in writing to any third party without the prior written consent of Provider and it will not otherwise appropriate information to its own use and the use of any other person or entity.

Provider acknowledges that information will be disclosed to it by Customer for which Provider will otherwise have access which may include confidential, business, trade secret, proprietary or other like information concerning Customer or third parties with whom Customer has an obligation of confidentiality. Provider agrees that it will use the information only as may be necessary in the course of fulfilling its obligations to Customer, that it will treat such information as strictly confidential, that it will not disclose information orally or in writing to any third party without the prior written consent of Customer, and that it will not otherwise appropriate information to its own use or to the use of any other person or entity. Without limiting the foregoing, Provider agrees to take at least such precautions to protect the information as it takes to protect Provider's own proprietary and confidential information, but in no event less than a reasonable standard of care. Provider shall establish and maintain safeguards against the destruction, loss or alteration of information in its possession that are no less rigorous than the policies, procedures and requirements Provider maintains for itself.

6. Computer System Access.

Customer hereby grants Provider access to Customer's computer system. Provider agrees that each employee, having access to the system:

- (a) will not allow unauthorized individuals access to Customer's system;
- (b) will keep strictly confidential any information that enables access to the system; and
- (c) will endeavor to protect the integrity of Customer's computer system.
- (d) will undergo fingerprint and background check.

7. Notification of Violations.

In the event Provider discovers or is notified of a breach or potential breach of security relating to any information, the system, this Agreement or any other applicable law or regulation, Provider shall immediately notify Customer of such breach or potential breach.

8. Customer's Indemnification.

Customer agrees that Provider is not responsible for any information provided to Provider pursuant to this Agreement. Customer agrees that Provider is not responsible for any problems or technical malfunction of any telephone, network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or other technical problems that may cause injury or damage to Customer's business. Customer agrees that Provider is not responsible for any lost data, loss of sales or business interruption due to problems with hardware or software used by Customer and serviced by Provider. Customer agrees to indemnify and hold Provider harmless for any action or suit by Customer or third party with regard to any loss or damage, including personal injury or death resulting from the items set forth above for which Provider takes no responsibility. Further, Customer shall hold Provider harmless for any period of time in which Customer's system is down relating to a force of nature, act of God, or other natural disaster. Provider shall make attempts to assist Customer in returning service as soon as practical and reasonable, however Provider will have no liability associated with the instances set forth herein.

9. Independent Contractor.

Provider will act at all times as an Independent Contractor, and nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Provider and Customer, or to make either Provider or Customer partners, joint venturers, principals, agents or employees of the other, or result in a joint service offering to their respective customers. Provider's employees or approved subcontractors assigned to perform the services for Customer are solely the employees or subcontractors of Provider or its third party providers and not the employees of Customer.

10. Warranties.

Provider gives no warranties relating to hardware or software. Any such warranties run from the manufacturer directly to Customer.

11. Scope of Work and Acceptance of Risk.

Provider work will be limited to that defined under this Agreement. Customer hires Provider to render advice from time to time regarding the computer system of Provider. Customer hereby understands that it takes action or fails to take action on the recommendations of Provider at its own peril. Provider does not assume any responsibility to Customer for work recommended by Provider that is not undertaken.

12. Assignment.

Provider shall not assign this Agreement to any party without the prior written consent of Customer. Moreover, Customer shall not assign this Agreement to any party without the prior written consent of Provider.

13. Survival of Options.

Notwithstanding the paragraph preceding, the obligations imposed by this Agreement shall survive termination of the business or contractual relationship between Provider and Customer.

14. Non-Waiver.

No delay or admission by Provider to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by Provider of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by Provider waiving its rights under this Agreement.

15. Amendments.

No amendment to, or change, waiver or discharge of, any provision of this Agreement will be valid unless in writing and signed by an authorized representative of each party.

16. Severability.

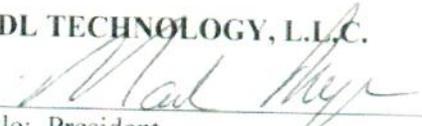
If any provision of this Agreement is held by a Court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect and such remaining provisions shall be deemed to be restated to reflect the original intentions of the parties as nearly as possible, in accordance with applicable law.

17. Governing Law.

This Agreement and rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

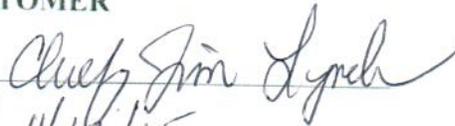
IN WITNESS WHEREOF, the parties have executed this Agreement by duly authorized representatives as of the day first above written.

MDL TECHNOLOGY, L.L.C.


Title: President

Date: 11/10/15

CUSTOMER


Title:

Date: 11/10/15