TENTATIVE AGENDA
Raytown Board of Aldermen
September 19, 2023

REGULAR SESSION NO. 11
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:00 PM

The meeting will be streamed live and can be accessed on the City's website at www.raytown.mo.us. In addition, a video recording of the meeting will be available within 48 hours on the City's website. For questions, contact City Clerk, Teresa Henry at (816) 737-6004 or thenry@raytown.mo.us.

Public comments can be made in-person by signing in before the meeting using the sign-in sheet available in the City hall Council Chamber. To make public comments remotely, please use the Zoom Webinar ID and Passcode below and notify the Clerk, using the contact information above, of your intent to give a Public Comment remotely during the live online meeting, or send your Public Comments to the City Clerk at the email address above by 12:00 p.m. (noon) on so that your comments can be presented in writing to the Board of Aldermen during the Public Comments section of the September 19, 2023 meeting agenda. All Public Comments received will be kept on file in the City Clerk's office.

zoom.us/join
Webinar ID: 874 1828 5180
Passcode: 672074

OPENING SESSION

Invocation/Pledge of Allegiance

Roll Call

Public Comments

Proclamations/Presentations

☆ Proclamation recognizing Robert Atkins, Jr.

Comments from the Mayor

Comments from the City Administrator

Committee Reports

CLOSED SESSION NO. 1

1. 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;

STUDY SESSION

2. **Cityworks Asset Management Software Presentation**
   Robinson Camp, Public Works Director
   Stephanie Boyce, Deputy Public Works Director

LEGISLATIVE SESSION

3. 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.

3.a. **Minutes from the September 5, 2023 Board of Aldermen Meeting**

3.b. **R-3542-23: A RESOLUTION** AUTHORIZING AND APPROVING THE APPOINTMENT OF JULES SNEDDON TO THE RAYTOWN PARK BOARD. Point of Contact: Teresa Henry, City Clerk.

3.c. **R-3543-23: A RESOLUTION** AUTHORIZING AND APPROVING THE REAPPOINTMENT OF DARRELL SWOFFORD AS THE WARD 4 REPRESENTATIVE TO THE SPECIAL SALES TAX REVIEW COMMITTEE. Point of Contact: Teresa Henry, City Clerk.

3.d. **R-3544-23: A RESOLUTION** AUTHORIZING AND APPROVING THE REAPPOINTMENT OF JIM SCHAAP AS THE WARD 5 REPRESENTATIVE TO THE SPECIAL SALES TAX REVIEW COMMITTEE. Point of Contact: Teresa Henry, City Clerk.

3.e. **R-3545-23: A RESOLUTION** DECLARING CERTAIN PROPERTY OWNED BY THE CITY OF RAYTOWN AS SURPLUS AND AUTHORIZING DISPOSITION OF SUCH PROPERTY BY AUCTION. Point of Contact: Dave Turner, Parks & Recreation Director.

3.f. **R-3546-23: A RESOLUTION** AUTHORIZATION AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ARBOR MASTERS FOR PROFESSIONAL TREE AND OVERGROWN SHRUBBERY IN STROMWATER CHANNEL NOT TO EXCEED $32,000.00. Point of Contact: Robinson Camp, Public Works Director

OLD BUSINESS

4. Public Hearing: A public hearing to establish the 2023 Sewer and Sewerage Disposal Service Charges.

   4a. SECOND READING: Amended Bill No. 6643-23, Section XXI-E-8. AN ORDINANCE AMENDING CHAPTER 44, UTILITIES; ARTICLE III; SEWERS, DIVISION 3; SERVICES CHARGES, SECTION 44-154 OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, MISSOURI Point of Contact: Michael Graham, Finance Director.

5. Public Hearing: A public hearing to establish the annual property tax levy for the year 2023.

   5a. SECOND READING: Amended Bill No. 6644-23, Section VIII: AN ORDINANCE ESTABLISHING THE ANNUAL PROPERTY TAX LEVY RATE FOR THE CITY OF RAYTOWN GENERAL OPERATING FUND AND THE PARK FUND FOR THE YEAR 2023. Point of Contact: Michael Graham, Finance Director.

6. **SECOND READING: Bill 6635-23, Section XIII: AN ORDINANCE** AUTHORIZING AND APPROVING AN AGREEMENT BY AND AMONG SHIRIN INVESTMENTS, LLC, THE CITY OF RAYTOWN, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR PLANS REVIEW IN CONNECTION WITH A CONVENIENCE STORE TO BE LOCATED AT 8619 BLUE RIDGE BLVD. Point of Contact: Missy Wilson, Assistant City Administrator/Economic Development Administrator.

   ☆ **City Staff is requesting this ordinance be tabled indefinitely.**

NEW BUSINESS

7. **R-3547-23 A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT FOR INMATE SECURITY HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY MISSOURI SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED $114,000.00 AND APPROVING AN AMENDMENT TO THE FISCAL YEAR 2022-2023 BUDGET. Point of Contact: Chief Kuehl, Raytown Police Department

CLOSED SESSION NO. 2

Notice is hereby given that the Mayor and Board of Aldermen may conduct a closed session, pursuant to the following statutory provisions:

610.021 (3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information relating to the performance or merit of an individual employee is discussed or recorded; and/or

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

ADJOURNMENT

MINUTES
RAYTOWN BOARD OF ALDERMEN
SEPTEMBER 5, 2023
REGULAR SESSION NO. 10
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:00 P.M.

OPENING SESSION

Mayor Michael McDonough called the September 5, 2023, Board of Aldermen Regular meeting to order at 7:03 p.m. Timmy Hensel of River Church, provided the invocation and led the pledge of allegiance.

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

Present: Alderman Greg Walters, Alderman Jim Aziere, Alderman Loretha Hayden, Alderman Ryan Myers, Alderman Janet Emerson, Alderman Theresa Garza, Alderman Bill Van Buskirk, Alderman Bonnaye Mims, Alderman Diane Krizek

Absent: Alderman Scott

Public Comments

None

Communication from the Mayor

Mayor McDonough spoke on recent events and City business.

Communication from the City Administrator

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

Committee Reports

Comments were made by Aldermen Bill Van Buskirk, Mims, and Walters.

LEGISLATIVE SESSION

1. **CONSENT AGENDA**
   All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. An item designated for the Consent Agenda may be removed from the Consent Agenda at the request of the Mayor or an Alderman, where there is no objection by the remaining members of the Board. If there is an objection to removal of an item from the Consent agenda, the item may be removed by a motion and vote of the Board.

   Minutes from the August 15, 2023 Board of Aldermen Meeting

   R-3536-23: A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF DIRECTORS TO THE RAYTOWN CROSSING COMMUNITY IMPROVEMENT DISTRICT BOARD OF DIRECTORS. Point of Contact: Missy Wilson, Assistant City Administrator/Economic Development Administrator.

DRAFT

R-3537-23: A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH CENTRAL SALT, L.L.C. FOR THE PURCHASE OF SALT FOR THE PURPOSE OF TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER. Point of Contact: Robinson Camp, Public Works Director.

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

Ayes: Aldermen Van Buskirk, Emerson, Krizek, Aziere, Mims, Garza, Hayden, Myers
Nays: Alderman Walters
Absent: Alderman Scott

REGULAR AGENDA

NEW BUSINESS

2. **FIRST READING: Bill No. 6644-23, Section VIII: AN ORDINANCE** ESTABLISHING THE ANNUAL PROPERTY TAX LEVY RATE FOR THE CITY OF RAYTOWN GENERAL OPERATING FUND AND THE PARK FUND FOR THE YEAR 2023. Point of Contact: Michael Graham, Finance Director. (Public Hearing will be held on September 19, 2023)

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

Michael Graham, Finance Director, presented the item and remained for any discussion.

3. **R-3538-23: A RESOLUTION** AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GEORGE BUTLER ASSOCIATES, INC. FOR SANITARY SEWER LINE AND STORM WATER CHANNEL WORK FOR THE 53RD STREET REDEVELOPMENT PROJECT IN AN AMOUNT NOT TO EXCEED $137,735.00. Point of Contact: Robinson Camp, Public Works Director.

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

Robinson Camp, Public Works Director, presented the item and remained for any discussion.

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

Ayes: Aldermen Garza, Mims, Emerson, Krizek, Aziere, Van Buskirk, Walters, Hayden, Myers
Nays: None
Absent: Alderman Scott

4. **R-3539-23: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF ONE (1) 2021 FORD EXPLORER FROM MCCARTHY AUTO GROUP AND RATIFYING THE EXPENDITURE OF FUNDS FOR SUCH PURCHASE IN THE AMOUNT OF $34,436.00. Point of Contact: Robinson Camp, Public Works Director.

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

Stephanie Boyce, Public Works Deputy Director, presented the item and remained for any discussion.

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

DRAFT

5. **R-3540-23: A RESOLUTION** AUTHORIZING AND APPROVING AN APPLICATION FOR AMERICAN RESCUE PLAN ACT FUNDING THROUGH JACKSON COUNTY, MISSOURI. Point of Contact: Damon Hodges, City Administrator.

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

Damon Hodges, City Administrator, presented the item.

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

Ayes: Aldermen Garza, Mims, Emerson, Krizek, Aziere, Van Buskirk, Walters, Hayden, Myers
Nays: None
Absent: Alderman Scott

6. **R-3541-23: A RESOLUTION** ENCOURAGING THE JACKSON COUNTY EXECUTIVE TO MAINTAIN ASSESSED VALUATIONS FOR REAL PROPERTY IN JACKSON COUNTY AT THEIR 2022 LEVELS FOR CALENDAR YEAR 2023. Point of Contact: Alderman Greg Walters.

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

The item was presented by Alderman Walters.

Alderman Walters, seconded by Alderman Garza, made a motion to adopt.

Discussion continued.

Alderman Myers called the question. The motion to call the question was approved by a vote of 9-0-1.

Ayes: Aldermen Walters, Garza, Mims, Emerson, Krizek, Aziere, Van Buskirk, Hayden, Myers
Nays: None
Absent: Alderman Scott

Alderman Walters' motion to adopt, seconded by Alderman Garza, was approved by a vote of 5-4-1.

Ayes: Aldermen Walters, Garza, Aziere, Van Buskirk, Hayden
Nays: Aldermen Mims, Emerson, Krizek, Myers
Absent: Alderman Scott

ADJOURNMENT

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

The meeting was adjourned at 8:09 p.m.

_____
Teresa M. Henry, City Clerk, MRCC

DRAFT

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 09/15/2023

MEETING DATE: September 19, 2023

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Resolution

SUBJECT/REQUEST

Appointment of Jules Sneddon to the Raytown Park Board.

BACKGROUND/JUSTIFICATION

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 (3) years and the terms are supposed to be staggered to provide consistent and experienced leadership.

The Mayor has recommended that Jules Sneddon be appointed to replace Jennifer Perkins (who resigned) with an unexpired term which expires June 1, 2024.

RECOMMENDED MOTION

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
Funding Source/Account #:	

REVIEWED BY

Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Appointing Jules Sneddon-Raytown Park Board 2023
2. Reso Appointing Jules Sneddon-Raytown Park Board 2023-Application

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

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

RESOLUTION NO.: R-3542-23

A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF JULES SNEDDON 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 Jules Sneddon to fill a vacancy and fulfill the remainder of a 3-year term expiring June 1, 2024 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 Jules Sneddon, 7037 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, 2024, 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 19th day of September, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

From: donotreply@form.govoffice.com
To: Teresa M. Henry
Subject: Apply to Serve of Boards, Commissions, and Committees (form) has been filled out on your site.
Date: Monday, May 8, 2023 2:02:47 PM

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

Date: 2023-05-08
Full Name: Jules Sneddon
Street Address: 7037 Lakeshore Dr.
Address City, State, Zip: Raytown, MO MO 64133
Phone: (816)878-1294
Fax:
Email: julessneddon@gmail.com
Which board would you like to serve on?: Whichever board that the Mayor and Alderman feel that my experience would be best fit. I believe I would be a fit to almost any board, but especially education, finance. or anything that has to do with codes or policies. I have experience in K-12 education, Higher Education (both college and technical training), finance & economics, insurance law & insurance policies, real estate law & residential and commercial real estate, fire & flood restoration construction & contents, large community event planning & operations, and as experience as an executive board member (chair & co-chair) over several for-profits and non-profits. I would love to just serve my community in whatever way would be the biggest benefit to my city.
I would like to serve on this Board or Commission because: I believe that I have a unique set of skills that make me well rounded and an asset to the community and city. I want to utilize my skills to help Raytown become an even better city than it already is. My expertise is in organizational leadership, organizational communication, and organizational development. My heart is for anything that has to do with children or families (I am a women, children, & family pastor). However, I excel at all things math, finance, & budgeting. To me, it is important as a servant hearted person to be willing to do what is needed and not necessarily just what you want to do.

My strength(s) on this Board/Commission will be: I am a dynamic top-performing management executive with 20+ years of senior level experience, entrepreneurial drive, and demonstrated success in both business development and start-up operations. Highly educated and accomplished in sales, marketing, operations, and P&L management. Exceptional communicator and presenter. Inspirational and passionate servant leader with high-capacity interpersonal relationship skills. A strategist and tactician with specialized skills in identifying and developing new opportunities in both current and emerging markets, resulting in new market share. Demonstrated ability to develop and execute strategic sales, marketing, and operations plans with the goal of driving sustainable and profitable business growth. Expert in building and coaching a team with a hands-on leadership style focusing on alignment of strategy, structure, people, rewards, metrics, and management processes to improve efficiency and productivity, resulting in organizational systems that impact engagement, productivity, performance, and profitability. I am a well rounded candidate that is here to learn and to serve.
Trade/College/University/Degree/Date: I have a Missouri State Real Estate License (since 2020). Bachelor's degree in Finance & Economics (3.8 GPA/received in 2018) & a Master's degree in Education & Communication (4.0 GPA/2022). I begin my Doctorate this summer.
Current Employer/Address/Position: Grand Canyon University - Remote - University Development & Strategic Partnerships (2016 - Present)
Greater KC Homes - Team Lead - Keller WIlliams Key Partners (2020 - Present)
Past Employers/Address/Position/Dates: O-Three Enterprises - Los Angeles, CA - Executive Vice President/Chief Financial Officer - 2007-2016
Pacific Services - La Verne, CA - Assistant Vice President - 1999-2007
Organization/Leadership Position(s)/Membership Date(s): First Vice President - Women's Counsel of Realtors for Kansas City Governing Board - (2020-Present)
Salvation Army Advisory Board (2020-Present)
Committe Member - San Diego Chamber of Commerce - Women in Leadership - (2016-2020)
Do you have business or property interests that might place you in a conflict of interest situation should you be

appointed to this Board/Commission? If so, please explain: No.
Are your personal and real estate taxes current? If not, you can provide an explanation if you choose: Yes
Do you anticipate that there will be times when you will not be able to attend the Board/Commission meeting? If yes, how often to do you anticipate this would occur?: No

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

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED:

MEETING DATE: September 19, 2023

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Resolution

SUBJECT/REQUEST

BACKGROUND/JUSTIFICATION

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

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

Mr. Darrell Swofford's term as the representative from Ward 4 has expired and the Aldermen from Ward 4 have reached a consensus and recommend Mr. Swofford be reappointed to a five-year term.

To be qualified for appointment a citizen must meet the following criteria:
1. current resident
2. at least 21 years of age
3. citizen of US
4. resident of the City for at least one year prior to appointment.

RECOMMENDED MOTION

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	

Amount of Request/Contract:	
Amount Budgeted:	
Funding Source/Account #:	

REVIEWED BY

Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Reappointing Darrell Swofford-STOC 2023
2. Reso Reappointing Darrell Swofford-STOC 2023-Application

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

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

RESOLUTION NO: R-3543-21

A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF DARRELL SWOFFORD AS THE WARD 4 REPRESENTATIVE TO THE SPECIAL SALES TAX REVIEW COMMITTEE

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

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

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

WHEREAS, the Aldermen from Ward 4 recommend the reappointment of Darrell Swofford to be the Ward 4 representative to the Special Sales Tax Review Committee.

WHEREAS, the current term of Special Sales Tax Review Committee member Darrell Swofford has expired and the Aldermen from Ward 4 recommend the reappointment of Darrell Swofford to be the Ward 4 representative to the Special Sales Tax Review Committee.

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

THAT Darrell Swofford, 7712 Westridge Road, Raytown, MO is hereby reappointed as the Ward 4 member of the Special Sales Tax Review Committee, to a 5-year term ending November 1, 2027, or until a successor is duly appointed;

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of September, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

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

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

Date: 2023-09-14
Full Name: Darrell E Swofford
Street Address: 7712 Westridge Rd
Address City, State, Zip: Raytown MO 64138
Phone: (816)820-7375
Fax:
Email: dswofford01@comcast.net
Which board would you like to serve on?: Special Sales Tax Oversight Committee
I would like to serve on this Board or Commission because: I would like to serve on this Board or Commission because: I have seen this Committee at work for seven years since being appointed for the first time in 2016 and I believe more strongly now then I did in 2016 that the work of this committee is not only extremely important, but essential. Raytown voters created these special sales tax categories to generate much needed funds to move our city forward and make it the best place we can afford. Promises were made to the voters as to what the money from the sales taxes would be used. These promises have been kept to the satisfaction of the voters as evidenced by the April 2014 renewal of the Transportation Sales Tax and the Capital Improvement Sales Tax. I wrote previously: "The best way to keep Raytown voters supportive of these two taxes and the Public Safety Sales Tax is to ensure through oversight that the monies from the taxes are being spent in keeping with the promises made to the voters and in such a way as to give voters and residents the best "bang for their bucks."' This all comes down to what is missing far too much in certain levels of government: Accountability. The involvement of a citizen-based oversight committee helps to ensure accountability, which the voters appreciate, and attests to the voters and residents that these tax dollars are being spent in accordance with the original promises made to voters.

My strength(s) on this Board/Commission will be: My strength(s) on this Board/Commission will be: A strong work ethic and sense of responsibility to Raytown voters who are my neighbors in the community I have called home for 50 years, since October 1973, which will drive me to study what is brought before the committee and be sure that I am properly and adequately prepared to vote on the issues
and ensure that the expenditures I vote to approve fall within the scope of the voters' intent when they passed the various taxes.
I am principled. I am a Christian, and I try to live my life to reflect that in a positive way.
I am a good listener and always try to have and fully understand all the facts before making my decisions. If shown to be in error, I am willing to change my mind and my vote when furnished additional or different facts than I had when first forming my opinion and decision. However, right is right and wrong is wrong, and I will not change from doing what is right. When I served on the Raytown C-2 School District Board of Education, I placed a note on the inside front cover of my agenda book asking the vital question: Is it right for the children? I don't have an agenda book for a note like that, but I try to approach each proposal brought before the committee with the vital question: Does this meet the intent of the voters as they passed the applicable sales tax issue?
I am a team player. I am respectful of my colleagues on the SSTOC and all city employees and all members of City Government at all levels.
I have the best interests of my community at heart.
I have experience with financial oversight in my volunteer service on the boards of other organizations.
Trade/College/University/Degree/Date: MJC-KC; Associate of Arts Degree; 1968.
Cleveland Chiropractic College; Doctor of Chiropractic (D.C.); 1971.
Current Employer/Address/Position: Retired.
Past Employers/Address/Position/Dates: Hubbell Law Firm, Union Station Kansas City, 30 West Pershing Road, Kansas City, Missouri 64108. Medicolegal investigator and analyst. January 2, 1972 to April 30, 2013.

Organization/Leadership Position(s)/Membership Date(s): Missouri Model Railroad Museum, Board of Directors, 2022 - present.
Eastland Community Foundation, Board of Directors; Chairman. Dental Task Force; 2007-2010
Board of Education, Raytown C-2 School District, appointed November 1997; elected April 1998; re-elected April 2001 & April 2004; Vice president, 2001-03; President, 2003-04; Vice president, 2004-05, 2005-06.
Raytown Board of Education Representative to Cooperating School Districts of Greater Kansas City, 1997 to 2007.
Member, Legislative Committee of Cooperating School Districts of Greater Kansas City, 1997 to 2007; cochairman, legislative committee, 2001 to 2007.
Raytown Board of Education Representative to Raytown Area Chamber of Commerce Legislative Committee, 2001 to 2007.
Raytown C-2 School District Drug-free Schools/Community Advisory Council, 1987 to 2007.
School District of Raytown Educational Foundation, Board of Directors - 1993 to 2004; Vice President, 1996-97; President 1997-98, 1998-99, 1999-2000, 2000-01, 2001-02 and 2003-04.
Missouri PTA Board of Managers, Vice president and Director, Department of Legislation and Advocacy, October 2003 to October 2005.
Missouri PTA Board of Managers, Vice president and Director, Department of Legislation, October 2001 to October 2003.
Missouri PTA Board of Managers, State Legislative Chairman, October 1997 to October 2001.
Raytown PTA Council, Legislative Chairman, 1988 to 2004.
Raytown PTA Council, President, 1993 to 1995.
Raytown South High School PTSA, President, 1992 to 1994.
Boy Scouts of America, Raytown Troop 550, Troop Committee Chairman, 1989 to 1993; adult leader, 1987 to 1994.
Raytown/Lee's Summit YMCA, Member of Board of Managers, 1980 to 1988; Chairman, 1984 to 1986.
Raytown Partners for Education (a community group successfully promoting a $33.5 million school bond (capital improvements) issue for Raytown C-2 School District), Co-Chairman, 1990-1991.
Western Regional Advisory Council, State of Missouri Department of Mental Health, Division of Alcohol and Drug Abuse, Member, 1988-1990; Chairman, Prevention and Education Committee, 1989 to 1990.
Do you have business or property interests that might place you in a conflict of interest situation should you be appointed to this Board/Commission? If so, please explain: No.
Are your personal and real estate taxes current? If not, you can provide an explanation if you choose: Yes.
Do you anticipate that there will be times when you will not be able to attend the Board/Commission meeting? If yes, how often to do you anticipate this would occur?: No. In my years of service, I have not missed many meetings and do not expect to do so in the future. That said, I'm not sure anyone can guarantee perfect attendance. I don't miss without there being a good reason.

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

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED:

MEETING DATE: September 19, 2023

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Resolution

SUBJECT/REQUEST

Approve the reappointment of Jim Schaap to the Special Sales Tax Review Committee.

BACKGROUND/JUSTIFICATION

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

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

Mr. Jim Schaap's term as the representative from Ward 5 has expired and the Aldermen from Ward 5 have reached a consensus and recommend Mr. Schaap be reappointed to a five-year term.

To be qualified for appointment a citizen must meet the following criteria:
1. current resident
2. at least 21 years of age
3. citizen of US
4. resident of the City for at least one year prior to appointment

RECOMMENDED MOTION

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
Funding Source/Account #:	

REVIEWED BY

Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Reappointing Jim Schaap-STOC 2023
2. Reso Reappointing Jim Schaap-STOC 2023-Application

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

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

RESOLUTION NO: R-3544-23

A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF JIM SCHAAP AS THE WARD 5 REPRESENTATIVE TO THE SPECIAL SALES TAX REVIEW COMMITTEE

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

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

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

WHEREAS, the current term of Special Sales Tax Review Committee member Jim Schaap representing Ward 5 has expired and the Aldermen from Ward 5 recommend the reappointment of Jim Schaap to be the Ward 5 representative to the Special Sales Tax Review Committee.

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

THAT Jim Schaap, 11108 E. 83rd Terrace, Raytown, MO is hereby reappointed as the Ward 5 member of the Special Sales Tax Review Committee, to a 5-year term ending November 1, 2027, or until a successor is duly appointed;

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of September, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

From: donotreply@form.govoffice.com
To: Teresa M. Henry
Subject: Apply to Serve of Boards, Commissions, and Committees (form) has been filled out on your site.
Date: Wednesday, September 13, 2023 9:10:25 AM

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

Date: 2023-09-13
Full Name: Jim Schaap
Street Address: 11108 E.83rd. Ter
Address City, State, Zip: Raytown MO 64138 3643
Phone: (816)358-4541
Fax:
Email: jschaap3@comcast.net
Which board would you like to serve on?: sales tax oversite committe
I would like to serve on this Board or Commission because: I have been on the board since it inception
My strength(s) on this Board/Commission will be: The expeerience i have gained over the years of service to the city and board
Trade/College/University/Degree/Date: a number of USPS school formaintaince
Current Employer/Address/Position: retired
Past Employers/Address/Position/Dates: Lake city ammunition plant (1969)
USPS (1970 thru 2001) Bldg. Main. and elevator mechanic
Organization/Leadership Position(s)/Membership Date(s): Knights of Columbus Grand Knight and District Deputy (current member since 1990)
American Legion (current member since 1968)
Do you have business or property interests that might place you in a conflict of interest situation should you be appointed to this Board/Commission? If so, please explain: no
Are your personal and real estate taxes current? If not, you can provide an explanation if you choose: 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 to do you anticipate this would occur?: very infrequent (I have missed 3 or 4 meeting since the inception of the board)

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

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 08/30/2023

MEETING DATE: September 19, 2023

SUBMITTED BY: **DEPARTMENT: Parks**

Document Type: Resolution

SUBJECT/REQUEST

Sale of used mowing equipment.

BACKGROUND/JUSTIFICATION

The Raytown Parks has been taking on additional mowing to stay within the budgeted amount for the contracted mowing expenses. With the higher use of our older mowers our maintenance costs and related staff time increased. To address this, we received four bids to replace them with new mowing equipment that would better suit our needs and reduce the ongoing costs of maintaining the older equipment. The items to be replaced are a Toro 48" deck walk behind mower purchased in 2005, and a Toro 60" deck Zero-turn mower purchased in 2013.

The Parks Department would like to have these two mowers surplussed and sold as used equipment on the public auction site Purple Wave. The funds from the sale of the used equipment will go into the Parks revenue account line item Gain on sale of Fixed Asset #201-92-00-100-46303.

RECOMMENDED MOTION

The Parks Board makes the recommendation to have the two mowers surplussed and sell the items separately on the public auction site Purple Wave.

PREVIOUS ACTION

Minutes of the August Park Board meeting attached.

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	

Funding Source/Account #:201-92-00-100-46303	Parks revenue line item- Gain on sale of Fixed Asset

REVIEWED BY

Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Parks Surplus Equipment 2023
2. Surplus Mowers model and serial numbers
3. 8-21-23

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

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

RESOLUTION NO.: R-3545-23

A RESOLUTION DECLARING CERTAIN PROPERTY OWNED BY THE CITY OF RAYTOWN AS SURPLUS AND AUTHORIZING DISPOSITION OF SUCH PROPERTY BY AUCTION

WHEREAS, the City of Raytown owns the property set forth in Exhibit "A" attached hereto, which is no longer required for the provision of services to the citizens of the City and is hereby found to be surplus property; and

WHEREAS, the City's purchasing policy provides for the disposition of surplus and obsolete property by trade, auction, sealed bid, salvage or scrapping; and

WHEREAS, the Board of Aldermen find that disposition of the property contained in the attached Exhibit "A" by auction is in the best interest of the City;

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

THAT the items set forth in Exhibit "A" attached hereto and made a part hereof by reference are hereby declared as surplus property of the City; and

FURTHER THAT the City Administrator is hereby authorized to dispose of such property as allowed under the City's purchasing policy by auction, sealed bid, salvage or scrapping.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of September, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Parks request to surplus used mowers on Purple Wave

2005 Toro 48" walk-behind mower		$2,746.00
M-30531 #240000301		April, 2005

2013 Toro Z588 Mower		$7,900.00
Toro 74255 #250000156		June, 2013

Raytown Park Board
Minutes
August 21, 2023

Attendance:
Park Board: Robbie Tubbs, Michael Anderson, Jennifer Perkins, Jackie Blunt, Brian Morris, Evan Gorrell
Staff: Dave Turner, Tony Mesa, and Gage Colton
Guests: Alderman Loretha Hayden

A quorum was declared present and the meeting was called to order at 7:00 pm. Brian Morris made a motion to approve the minutes from July 17, 2023. Michael Anderson seconded and the motion passed.

Reports of Officers:
President – Robbie gave a positive report on the band Lucidity at the Raytown Live event.
Vice President – no report

Reports of Standing and Special Committees:
Personnel – no report
Finance – budget updated in new business
Program – no report
Buildings & Grounds - no report
BMX – no report
Rice Tremonti – Brian noted the fire system is working, R-T is working on updating bylaws, and their board voted not to host the Farmers Market in 2024.
.
Staff Reports:
Director – a written report was distributed.
Superintendent of Parks - a written report was distributed.
Recreation - a written report was distributed.

New Business:
1. Evan Gorrell made a motion to purchase the 48" Revolt for $7,232.35 and 72" Renegade for $14,016.30 mowers from Sutherlands for a total of $21,248.65. Brian Morris seconded and the motion passed.

2. Michael Anderson made a motion to sell the 2005 Walk behind and 2013 Toro Z-Turn mowers that are being replaced. Jennifer Perkins seconded and the motion passed.

3. Jennifer Perkins made a motion to appoint a liaison to the Main Street Association. Michael Anderson seconded and the motion passed.

4. Jennifer Perkins announced that she is moving out of Raytown and will be resigning from the Park Board effective immediately.

5. Brian Morris made a motion to adjourn at 8:10 pm. Jennifer Perkins seconded and the motion passed.

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 09/07/2023

MEETING DATE: September 19, 2023

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

Authorization to approve an agreement with Arbor Masters for professional services for tree and overgrown shrubbery removal in stormwater channel not to exceed $32,000.00.

BACKGROUND/JUSTIFICATION

Public Works is utilizing the on-call tree removal service to remove trees and shrubbery in two locations within our stormwater channels.

One location is the stormwater channel starting at 8798 East 81st Terrance, which flows to the location of 8899 East 83rd Street. Arbor Masters have provided two (2) quotes which will help staff remove trees and shrubbery for equipment to enter various properties to clean out the concrete channel.

The second location is the stormwater channel at 9206 East 79th Street to East 79th Street. There are numerous trees and shrubs located at this location. Arbor Masters have provided one (1) quote which will help staff remove trees and shrubbery for equipment to enter the property to clean out the stormwater ditch so it is easier to maintain.

Arbor Masters is helping staff remove the larger trees and shrubs so that we can complete the projects in a timely manner.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

An RFP was issued for on-call tree trimming and emergency tree debris removal services on November 29, 2021. Bids were closed on December 17, 2021 and at such time Arbor Masters was the only successful bidder. On February 21, 2022, the City Administrator executed an agreement, pursuant to the Purchasing Policy at the time, for on-call tree trimming services. The terms of the agreement establish a term of one year with the option to renew for two (2) additional one-year periods.

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	Arbor Masters
Amount of Request/Contract:	$32,000.00
Amount Budgeted:	$70,000.00
Funding Source/Account #:	401-62-00-100-53600

REVIEWED BY

Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Arbor Master
2. Stormwater Map Locations
3. Arbor Masters Quote 1a - 8798 E 81 Terrace
4. Arbor Masters Quote 1b - 8899 E 83rd St
5. Arbor Masters Quote 2 - 9209 E 79th
6. Reso Arbor Master attachments - 2022 Agreement

SUPPORTING DOCUMENTS (FOR CONTRACT ITEMS ONLY)

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

RESOLUTION NO.: R-3546-23

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS ARBOR MASTERS FOR REMOVAL OF TREES AND OVERGROWN SHRUBBERY IN TWO STORMWATER CHANNELS IN AN AMOUNT NOT TO EXCEED $32,000.00 FOR FISCAL YEAR 2022-2023

WHEREAS, the City of Raytown has a need to remove trees and overgrown shrubbery in two stormwater channels; and

WHEREAS, the City of Raytown has an agreement on file with Arbor Masters for on call Tree Trimming and Emergency Tree Debris Removal Services; and

WHEREAS, the Board of Aldermen find it is in the best interest to approve the expenditure of funds with Arbor Masters for the removal of trees and overgrown shrubbery in two stormwater channels in an amount not to exceed $32,000.00 for fiscal year 2022-2023;

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 to approve the expenditure of funds with Arbor Masters for the removal of trees and overgrown shrubbery in two stormwater channels in an amount not to exceed $32,000.00 for fiscal year 2022-2023; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary 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 19th day of September, 2023.

_____
Michael McDonough, Mayor

ATTEST:

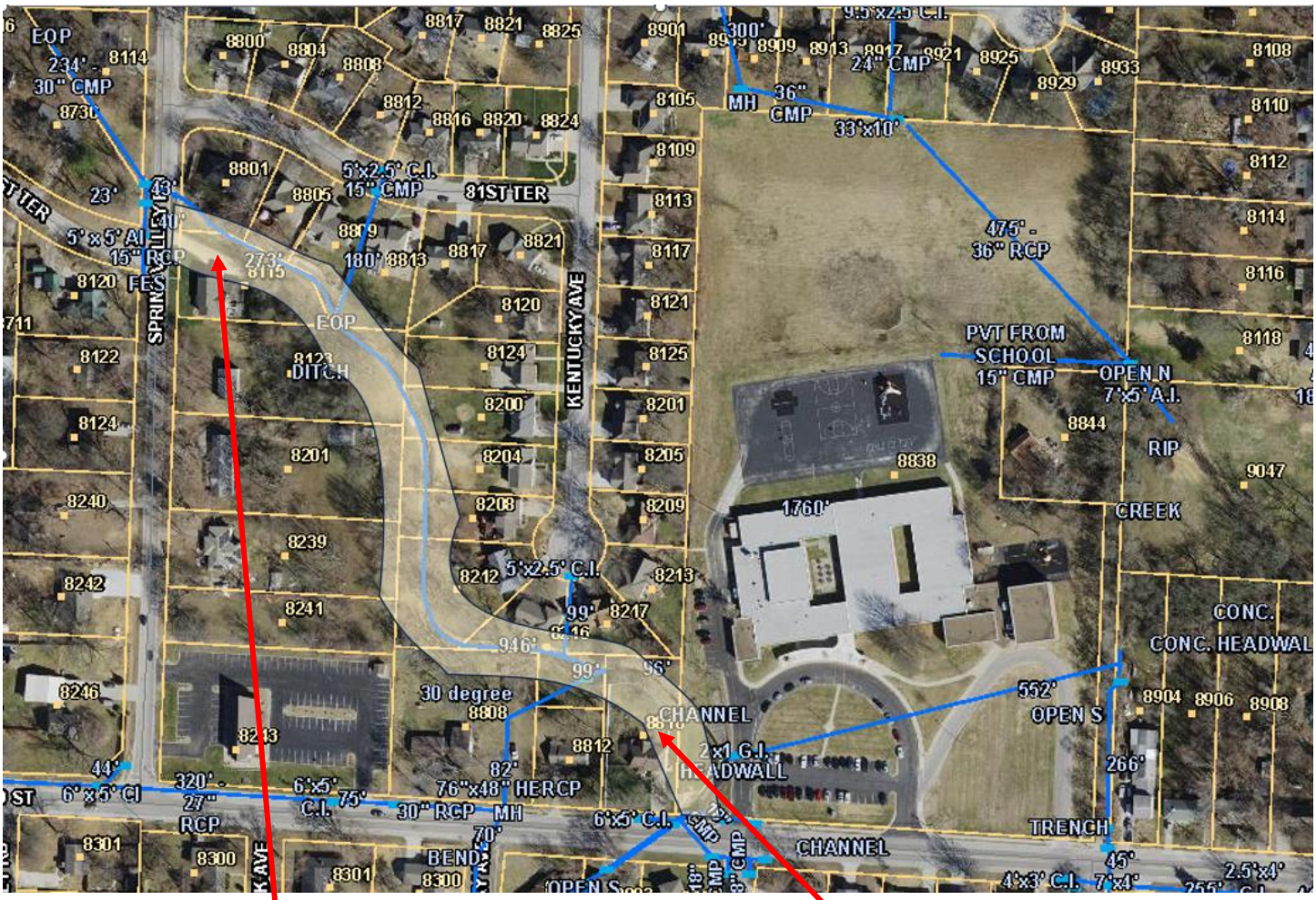
_____
Teresa M. Henry, City Clerk

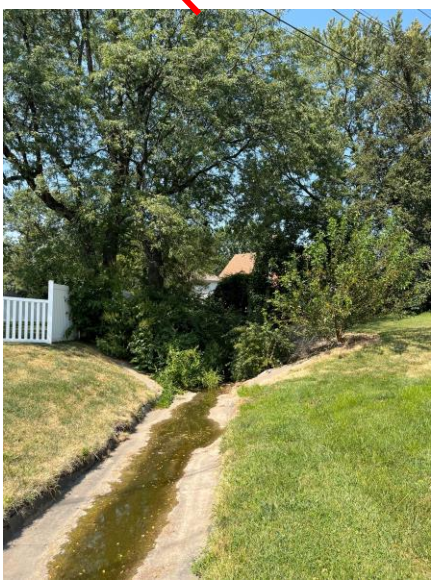
Approved as to Form:

_____
Jennifer M. Baird, City Attorney

First Location

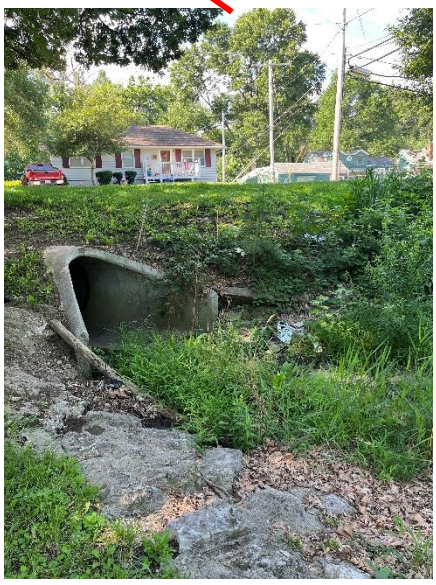
8798 East 81st Terrance to 8899 East 83rd Street





Second Location

9206 East 79th street to East 79th Street



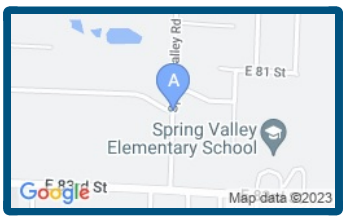
Proposal #118097
Created: 08/24/2023
From: Tom Bornaman

Proposal For

City of Raytown
10000 East 59th St
Raytown , MO 64133

Location

8798 E 81 Terrace
Raytown, MO 64138



8798 E 81 Terrace 64138

Terms
Net 30

ITEM DESCRIPTION	AMOUNT
1) Tree Removal ClmCr (MO)	$ 9,466.50

Location and species of tree(s) to be removed: Volunteer trees, vines, and woody plants have overgrown throughout the easement.

Other side of property Mulberry and Osage Orange.

Objective(s): Clear all volunteer trees and vines from easement up to clearing.

Other side of property take back large limbs on Mulberry and Osage Orange to the main trunk for dump truck clearance.

Specification: Spray pesticide after the debris has been cut and apply Tordon.

This job will take 3 days to complete. If we finish before the 3 days we will rework the numbers for the allotted time it took us to finish the job.

Specification: Entire tree shall be taken down as close to grade as possible; All generated debris shall be removed from site. All work shall be completed in compliance with ANSI Z133 Arboricultural Safety Standards.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Payment is due upon receipt.

Pricing is good for 30 days from the date of this Proposal.

SUBTOTAL	$ 9,466.50
SALES TAX	$ 0.00
TOTAL	$ 9,466.50

Payments as low as $162/month
Learn more

Signature

x Date:

Please sign here to accept the terms and conditions

Arbor Advisor

Tom Bornaman
Office: 913-441-8888
Mobile: 816-814-9479
tbornaman@arbormasters.com

Zach Gill
Office: 913-441-8888
zgill@arbormasters.com

TERMS AND CONDITIONS Thank you for choosing Arbor Masters! The following terms and conditions, together with the terms, prices, and specifications outlined on your estimate, proposal, and/or services agreement and Plant Health Care, if applicable for your state, constitute your entire agreement with Shawnee Mission Tree Service, Inc. DBA Arbor Masters and herein later referred to as "Arbor Masters".

PERFORMANCE BY ARBOR MASTERS Our Plant Health Care programs are designed to manage and not eradicate, insects, mites, and disease. Horticulturally tolerable levels of insects, mites, and disease may still be present after treatments. Epidemic infestations may require additional visits at additional cost to you, pending your approval. Each time we are on your property, an evaluation will be emailed indicating the service(s) performed and, if necessary, any additional recommendations and precautions to be observed. Remeasurement of your lawn, trees or shrubs may also be done if there is a discrepancy between the original estimate and the actual square footage or product(s) required. You will be notified of any price adjustments for future services. Work crews will arrive at the job site unannounced unless otherwise noted herein. Arbor Masters shall not be liable for damage or losses due to delays for weather or causes beyond our control, or for failure to observe precaution notices. By accepting this Agreement and engaging our services, you accept that every day during the Agreement's term is a day on which applications may be applied, and you are continuously on notice that Arbor Masters will perform applications on any day during the term of this Agreement if any other day becomes unnecessary or infeasible for performance (due to weather, scheduling conflicts, insect, mite and disease cycles) in which case you waive Arbor Masters' performance on such a day. Absent extraordinary circumstances, you request that Arbor Masters not further contact you concerning dates of application as such further contact would be a burden to you. You understand that, in connection with rendering our services to you, Arbor Masters may be required to bring trucks and other heavy equipment onto your driveway and other parts of your property. Arbor Masters operates under the assumption that any and all parts of your property onto which we must bring such equipment can sustain the presence, weight, and movement of that equipment, and you hereby hold Arbor Masters harmless for, and agree not to bring any claims against Arbor Masters as a result of, any damage or degradation to any part of your property that results from the presence on it of such equipment. You understand that certain work that Arbor Masters will render for you, such as dismantling large trees, will likely have a visible impact on your lawn and other parts of your property (e.g., divots, holes, sawdust, etc.). While we will do our best to minimize, mitigate, and repair any such impact, you hereby hold Arbor Masters harmless for, and agree not to bring any claims against Arbor Masters as a result of, any such impact on your property. You understand that after removal of stumps/roots that some shrubs/trees will continue to produce sprouts that may require multiple treatments, at additional cost to you, for control and that these treatments may result in damage to nearby plants/shrubs/trees and that you hereby hold Arbor Masters harmless for, and agree not to bring any claims against Arbor Masters as a result of, any damage to nearby plants/shrubs/trees. This Agreement may be terminated without penalty at any time by either party.

WORKMANSHIP All work is performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Our work meets and exceeds the guidelines and standards set forth by ANSI (the American National Standards Institute) A300. Most work to be performed will be evaluated during an on-site inspection by an arborist who will submit an estimate, proposal, and/or services agreement for client approval. You are responsible for advising Arbor Masters regarding the location of underground utilities in the area where work is to be done. Arbor Masters shall not be responsible for damage to such utilities unless the location has been indicated prior to the commencement of work. Recommendations are intended to minimize or reduce hazardous conditions associated with trees. The owner or owner's representative is responsible for the annual scheduling of the required inspection of supplemental support systems. You have a duty to inspect your property within fifteen (15) calendar days of service and provide written notice within that time of alleged damage of any nature. If written notice is not provided within that time, you agree that any claims alleging damage of any nature and/or rights to withhold future payments under this Agreement are waived. Stump grinding will not take place on the day of tree removal. Typically, stumps will be ground within 4-7 days after removal, weather permitting.

NO WARRANTIES Except as expressly set forth in this agreement, no representations, warranties, or guarantees, express or implied, are intended with regard to products used or services performed.

INSURANCE Arbor Masters is insured for liability resulting from injury to persons or negligent damage to property, and all its employees are covered by Workers' Compensation Insurance. A certificate of insurance is available upon request.

OWNERSHIP By accepting this Agreement and engaging our services, you warrant that all trees, plant material and property on which work is to be performed are either owned by you or that permission for the work has been obtained from the owner by you. It is further agreed that the property owner or representative shall be responsible for obtaining any and all permits which may be required by local authorities. You hereby hold Arbor Masters harmless from all claims for damages resulting from your failure to obtain such permits.

TERMS OF PAYMENTS The total cost estimates within this Agreement are valid for 30 days unless otherwise noted. All invoices are payable upon receipt. A deposit of 50% may be required prior to the commencement of General Tree Care work. A finance charge at the maximum rate allowed under applicable state law will be added to invoices after 30 days. Your next treatment may not be performed if your account is past due. Past due balances void any guarantees. If outside assistance is used to collect the account, you are responsible for all costs associated with the collection including, but not limited to, reasonable attorneys' fees and court costs. Sales tax, if applicable, will be added to the amounts of this Agreement per your local and state tax jurisdiction. Should any terms of this Agreement be amended, subsequent payment for our services shall constitute your written acceptance thereof. By accepting this Agreement and engaging our services, you accept that the annual program total cost shall increase on January 1st of each year of this Agreement by the annual increase in the CPI (CPI-U) published on www.bls.gov for twelve months ending September 30 unless otherwise agreed, with a minimum annual increase of 1%. Further, you hereby acknowledge that you have received notice of and understand the total cost of Arbor Masters' services.

CONCEALED CONTINGENCIES You agree to pay Arbor Masters on a time and materials basis for any additional work required to complete the job occasioned by concrete or other foreign matter; stinging insect nests in the tree, trees, or branches; rock, pipe, or underground utilities encountered in excavations; and work not described within this Agreement, or any other condition not apparent in estimating the work specified.

STATE NOTIFICATION REQUIREMENTS Certain states require that specific product information be submitted to you. Such information will be provided to you in your proposal. Accepting your proposal waives any pre-notification requirement unless noted otherwise.

LIMIT OF LIABILITY Arbor Masters' total liability for any losses, damages, and expenses of any type whatsoever incurred by you or any of your guests, tenants, or invitees in connection with or resulting from Arbor Masters' services under this Agreement ("Losses"), which are caused by wrongful acts or omissions of Arbor Masters, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to Arbor Masters hereunder. In no event will Arbor Masters be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to Arbor Masters in advance or could have reasonably been foreseen by Arbor Masters.

ARBITRATION Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof, the work performed by Arbor Masters for you, and/or any commission or omission by Arbor Masters, shall be submitted to and determined by arbitration before a single arbitrator pursuant to the Commercial Rules of the American Arbitration Association. The arbitration shall be held at the American Arbitration Association office closest to the site at which Arbor Masters performed the underlying services for you. The arbitration award shall be final and binding. Judgment on the award may be entered in any Court having competent jurisdiction thereof.

CUSTOMER SATISFACTION YOUR SATISFACTION IS IMPORTANT Should our service fall short of your expectations, please contact us immediately and we will do everything we can to make it right.

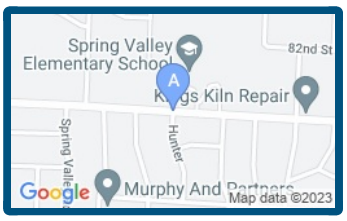
Proposal #118103
Created: 08/24/2023
From: Tom Bornaman

Proposal For

City of Raytown
10000 East 59th St
Raytown , MO 64133

Location

8899 E 83rd St
Raytown, MO 64138



8899 E 83rd St 64138

Terms
Net 30

ITEM DESCRIPTION	AMOUNT
1) Tree Removal ClmCr (MO) Location and species of tree(s) to be removed: Volunteer trees, vines, Honey Suckles, woody plants have overgrown throughout the utility easement from the school entrance to the clearing. Objective(s): Clear all Volunteer trees, vines, Honey Suckles, woody plants from easement. Specification: Spray pesticide after the debris has been cut and apply Tordon. Specification: All trees shall be taken down as close to grade as possible; All generated debris shall be removed from site. All work shall be completed in compliance with ANSI Z133 Arboricultural Safety Standards. This job will take 2 days to complete. If we finish before the 2 days we will rework the numbers for the allotted time it took us to finish the job.	$ 6,311.00

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Payment is due upon receipt.

Pricing is good for 30 days from the date of this Proposal.

SUBTOTAL	$ 6,311.00
SALES TAX	$ 0.00
TOTAL	$ 6,311.00

Payments as low as $108/month
Learn more

Signature

x Date:

Please sign here to accept the terms and conditions

Arbor Advisor

Tom Bornaman
Office: 913-441-8888
Mobile: 816-814-9479
tbornaman@arbormasters.com

Zach Gill
Office: 913-441-8888
zgill@arbormasters.com

TERMS AND CONDITIONS Thank you for choosing Arbor Masters! The following terms and conditions, together with the terms, prices, and specifications outlined on your estimate, proposal, and/or services agreement and Plant Health Care, if applicable for your state, constitute your entire agreement with Shawnee Mission Tree Service, Inc. DBA Arbor Masters and herein later referred to as "Arbor Masters".

PERFORMANCE BY ARBOR MASTERS Our Plant Health Care programs are designed to manage and not eradicate, insects, mites, and disease. Horticulturally tolerable levels of insects, mites, and disease may still be present after treatments. Epidemic infestations may require additional visits at additional cost to you, pending your approval. Each time we are on your property, an evaluation will be emailed indicating the service(s) performed and, if necessary, any additional recommendations and precautions to be observed. Remeasurement of your lawn, trees or shrubs may also be done if there is a discrepancy between the original estimate and the actual square footage or product(s) required. You will be notified of any price adjustments for future services. Work crews will arrive at the job site unannounced unless otherwise noted herein. Arbor Masters shall not be liable for damage or losses due to delays for weather or causes beyond our control, or for failure to observe precaution notices. By accepting this Agreement and engaging our services, you accept that every day during the Agreement's term is a day on which applications may be applied, and you are continuously on notice that Arbor Masters will perform applications on any day during the term of this Agreement if any other day becomes unnecessary or infeasible for performance (due to weather, scheduling conflicts, insect, mite and disease cycles) in which case you waive Arbor Masters' performance on such a day. Absent extraordinary circumstances, you request that Arbor Masters not further contact you concerning dates of application as such further contact would be a burden to you. You understand that, in connection with rendering our services to you, Arbor Masters may be required to bring trucks and other heavy equipment onto your driveway and other parts of your property. Arbor Masters operates under the assumption that any and all parts of your property onto which we must bring such equipment can sustain the presence, weight, and movement of that equipment, and you hereby hold Arbor Masters harmless for, and agree not to bring any claims against Arbor Masters as a result of, any damage or degradation to any part of your property that results from the presence on it of such equipment. You understand that certain work that Arbor Masters will render for you, such as dismantling large trees, will likely have a visible impact on your lawn and other parts of your property (e.g., divots, holes, sawdust, etc.). While we will do our best to minimize, mitigate, and repair any such impact, you hereby hold Arbor Masters harmless for, and agree not to bring any claims against Arbor Masters as a result of, any such impact on your property. You understand that after removal of stumps/roots that some shrubs/trees will continue to produce sprouts that may require multiple treatments, at additional cost to you, for control and that these treatments may result in damage to nearby plants/shrubs/trees and that you hereby hold Arbor Masters harmless for, and agree not to bring any claims against Arbor Masters as a result of, any damage to nearby plants/shrubs/trees. This Agreement may be terminated without penalty at any time by either party.

WORKMANSHIP All work is performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Our work meets and exceeds the guidelines and standards set forth by ANSI (the American National Standards Institute) A300. Most work to be performed will be evaluated during an on-site inspection by an arborist who will submit an estimate, proposal, and/or services agreement for client approval. You are responsible for advising Arbor Masters regarding the location of underground utilities in the area where work is to be done. Arbor Masters shall not be responsible for damage to such utilities unless the location has been indicated prior to the commencement of work. Recommendations are intended to minimize or reduce hazardous conditions associated with trees. The owner or owner's representative is responsible for the annual scheduling of the required inspection of supplemental support systems. You have a duty to inspect your property within fifteen (15) calendar days of service and provide written notice within that time of alleged damage of any nature. If written notice is not provided within that time, you agree that any claims alleging damage of any nature and/or rights to withhold future payments under this Agreement are waived. Stump grinding will not take place on the day of tree removal. Typically, stumps will be ground within 4-7 days after removal, weather permitting.

NO WARRANTIES Except as expressly set forth in this agreement, no representations, warranties, or guarantees, express or implied, are intended with regard to products used or services performed.

INSURANCE Arbor Masters is insured for liability resulting from injury to persons or negligent damage to property, and all its employees are covered by Workers' Compensation Insurance. A certificate of insurance is available upon request.

OWNERSHIP By accepting this Agreement and engaging our services, you warrant that all trees, plant material and property on which work is to be performed are either owned by you or that permission for the work has been obtained from the owner by you. It is further agreed that the property owner or representative shall be responsible for obtaining any and all permits which may be required by local authorities. You hereby hold Arbor Masters harmless from all claims for damages resulting from your failure to obtain such permits.

TERMS OF PAYMENTS The total cost estimates within this Agreement are valid for 30 days unless otherwise noted. All invoices are payable upon receipt. A deposit of 50% may be required prior to the commencement of General Tree Care work. A finance charge at the maximum rate allowed under applicable state law will be added to invoices after 30 days. Your next treatment may not be performed if your account is past due. Past due balances void any guarantees. If outside assistance is used to collect the account, you are responsible for all costs associated with the collection including, but not limited to, reasonable attorneys' fees and court costs. Sales tax, if applicable, will be added to the amounts of this Agreement per your local and state tax jurisdiction. Should any terms of this Agreement be amended, subsequent payment for our services shall constitute your written acceptance thereof. By accepting this Agreement and engaging our services, you accept that the annual program total cost shall increase on January 1st of each year of this Agreement by the annual increase in the CPI (CPI-U) published on www.bls.gov for twelve months ending September 30 unless otherwise agreed, with a minimum annual increase of 1%. Further, you hereby acknowledge that you have received notice of and understand the total cost of Arbor Masters' services.

CONCEALED CONTINGENCIES You agree to pay Arbor Masters on a time and materials basis for any additional work required to complete the job occasioned by concrete or other foreign matter; stinging insect nests in the tree, trees, or branches; rock, pipe, or underground utilities encountered in excavations; and work not described within this Agreement, or any other condition not apparent in estimating the work specified.

STATE NOTIFICATION REQUIREMENTS Certain states require that specific product information be submitted to you. Such information will be provided to you in your proposal. Accepting your proposal waives any pre-notification requirement unless noted otherwise.

LIMIT OF LIABILITY Arbor Masters' total liability for any losses, damages, and expenses of any type whatsoever incurred by you or any of your guests, tenants, or invitees in connection with or resulting from Arbor Masters' services under this Agreement ("Losses"), which are caused by wrongful acts or omissions of Arbor Masters, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to Arbor Masters hereunder. In no event will Arbor Masters be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to Arbor Masters in advance or could have reasonably been foreseen by Arbor Masters.

ARBITRATION Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof, the work performed by Arbor Masters for you, and/or any commission or omission by Arbor Masters, shall be submitted to and determined by arbitration before a single arbitrator pursuant to the Commercial Rules of the American Arbitration Association. The arbitration shall be held at the American Arbitration Association office closest to the site at which Arbor Masters performed the underlying services for you. The arbitration award shall be final and binding. Judgment on the award may be entered in any Court having competent jurisdiction thereof.

CUSTOMER SATISFACTION YOUR SATISFACTION IS IMPORTANT Should our service fall short of your expectations, please contact us immediately and we will do everything we can to make it right.

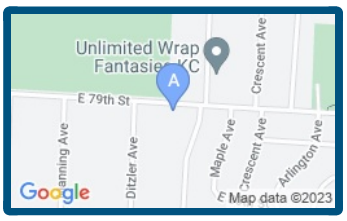
Proposal #118085
Created: 08/24/2023
From: Tom Bornaman

Proposal For

City of Raytown
10000 East 59th St
Raytown , MO 64133

Location

9209 E 79th St
Raytown, MO 64138



9209 E 79th St 64138

Terms
Net 30

ITEM DESCRIPTION	AMOUNT
1) Tree Removal ClmCr (MO) Location and species of tree(s) to be removed: Volunteer trees and vines that have overgrown from 79th street back to the North fence. Objective(s): Clear all volunteer trees and vines from easement. Specification: Spray pesticide after the debris has been cut and apply Tordon. Specification: All trees shall be taken down as close to grade as possible; All generated debris shall be removed from site. All work shall be completed in compliance with ANSI Z133 Arboricultural Safety Standards. This job will take 5 days to complete. If we finish before the 5 days we will rework the numbers for the allotted time it took us to finish the job.	$ 15,777.50

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Payment is due upon receipt.

Pricing is good for 30 days from the date of this Proposal.

SUBTOTAL	$ 15,777.50
SALES TAX	$ 0.00
TOTAL	$ 15,777.50

Payments as low as $270/month
Learn more

Signature

x Date:

Please sign here to accept the terms and conditions

Arbor Advisor

Tom Bornaman
Office: 913-441-8888
Mobile: 816-814-9479
tbornaman@arbormasters.com

Zach Gill
Office: 913-441-8888
zgill@arbormasters.com

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CUSTOMER SATISFACTION YOUR SATISFACTION IS IMPORTANT Should our service fall short of your expectations, please contact us immediately and we will do everything we can to make it right.

Contract for Services

This Agreement made this 21st day of February 2022 ("Commencement Date") by and between **Arbor Masters** hereinafter called the "Contractor", and the **City of Raytown, Missouri**, hereinafter called the "City".

WHEREAS, The City is desirous of augmenting its tree trimming and emergency tree debris removal; and

WHEREAS, pursuant to Section 2.1 and 7 of the City's purchasing policy, the City wishes to utilize the City of Raytown, Missouri's cooperative purchasing program for tree trimming and emergency tree debris removal with Contractor; and

WHEREAS, the City of Raytown bid for its tree trimming and emergency tree debris removal and Contractor was the lowest responsible bidder; and

WHEREAS, Contractor has agreed to cooperative purchasing under the Raytown contract and will provide the same services under the same prices and terms to the City; and

WHEREAS, Contractor agrees to perform its tree trimming and emergency tree debris removal work within the City's boundaries per the attached map; and

WHEREAS, the Contractor is desirous of providing such service on the terms hereinafter set forth.

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

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all the materials and equipment necessary to provide tree trimming and emergency tree debris removal within the City of Raytown, Missouri pursuant to the Request for Proposal - 2021 Tree Trimming and Emergency Tree Debris Removal (Attached hereto as **Exhibit A** and incorporated herein), Contractor's Response to the Request for Proposal (Attached hereto as **Exhibit B** and incorporated herein), and this Agreement.

ARTICLE 2. CONDITIONS AND TERMS OF TREE TRIMMING AND EMERGENCY TREE DEBRIS REMOVAL

It is the intent of the City to utilize the Contractor for tree trimming and emergency tree debris removal for one year beginning on the Commencement Date with the option to renew for two (2) additional one-year periods. .

ARTICLE 3. THE CONTRACT PRICE

The City will remit payment monthly upon receipt and review of the invoice and time logs provided by the Contractor pursuant to the Contractor Rates and Equipment Rates found in the Contractor's Response to the Request for Proposal, provided the total amount will not exceed $25,000 except by written agreement between the parties (**Exhibit B**).

ARTICLE 4. COMPLIANCE WITH LAWS AND APPLICABLE REGULATIONS.

The Contractor shall be licensed and legally authorized to do business in the State of Missouri and the City of Raytown, Missouri and shall obey all laws, ordinances, rules and regulations of the United States Government, State of Missouri, County of Jackson and City of Raytown, Missouri.

ARTICLE 5. VEHICLES AND DRIVERS

Contractor shall use properly licensed vehicles with the name of the Contractor and phone number painted on each vehicle used in the area to be serviced hereunder. The Contractor shall keep said vehicles neat in appearance throughout the term of this Contract. All questions regarding any damages should be directed to Contractor at 913-530-8831 or email mcantrell@arbormasters.com.

ARTICLE 6. GENERAL PROVISIONS

1. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
2. Contractor may at its discretion engage subcontractors as required to perform work herein, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
3. Contractor warrants it meets or will meet the following insurance requirements for the duration of the Agreement:
    - Comprehensive General Liability:
        - Minimum limit $1,000,000 combined single limit for bodily injury and property damage
    - Comprehensive Automobile Liability:
        - Minimum limit $1,000,000 combined single limit
    - Workers' Compensation – statutory limit
    - Provide a certificate of insurance to the City prior to beginning work.
    - Add the City as an additional insured to the Comprehensive General Liability policy and list in the Description of Operations Box "See Attached Page". The following statement shall be included in the Additional Remarks Section:

      City does not waive or intend to waive any sovereign immunity or official immunity provided to City or its officials, officers or employees by the Constitution of the State of Missouri or by any federal, state or local law, ordinance or custom. To the extent that Contractor is required to provide any insurance coverage to the City or its officials, officers or employees, that coverage may not waive any immunity of any kind. Any certificate of insurance issued to or for the City should state that the insurance provided is not a waiver, and is not intended to waive, any immunity (sovereign, official or other). Further, Contractor's insurer(s) shall acknowledge that their coverage is not intended to, does not, and may not be construed to, waive any sovereign immunity or official immunity provided to the City or its officials, officers or employees by the Constitution of the State of Missouri or by any federal, state or local law, ordinance or custom.

4. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
5. The Contractor shall hold harmless, defend at its own expense, and indemnify the City, its officers, employees, and agents against any and all liability, claims losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or reckless acts or omissions, or acts of willful misconduct of the Contractor or its officers, agents, or employees in rendering services under this contract.
6. In the event City shall fail to pay any periodic or installment payment due herewith, Contractor may

cease work without breach pending payment or resolution of any dispute.

7. Pursuant to RSMO 285.530(1), by its sworn affidavit in substantially the form attached hereto as **Exhibit C** and incorporated herein, Consulting Engineer/Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Consultant affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

ARTICLE 8. PRIMARY CONTACTS

Contractor: Arbor Masters
Mark Cantrell
8250 Cole Pkwy, Shawnee, KS 66227
Vice President / Tree Division Manager / Certified Arborist
Contact Phone: 913-530-8831
Email: mcantrell@arbormasters.com

City: City of Raytown, Missouri
10000 East 59th Street
Raytown, MO 64133
Contact Person: Mathias Lwomeleza
Contact Phone: 816-839-8660
Contact Email: mathiasl@raytown.mo.us
Billing Contact: Jonda Demarco
Contact phone: 816-737-6012

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

CITY OF RAYTOWN, MISSOURI

Damon L Hodges

Damon Hodges, City Administrator

ATTEST:

Teresa M. Henry

Teresa Henry, City Clerk

ARBOR MASTERS

Mark Cantrell

Mark Cantrell, Vice President

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 09/15/2023

MEETING DATE: September 19, 2023

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Ordinance

SUBJECT/REQUEST

Approve the recommended sewer rate user fee to provide coverage for necessary operational, capital, treatment and debt expenses and the repeal of Section 44-154.

BACKGROUND/JUSTIFICATION

Over the past several years, sewer treatment costs have risen for treatment services provided by Kansas City Missouri (KCMO) and Little Blue Valley Sewer District (LBVSD). For several years, City staff were able to maintain the City rate through the implementation of numerous cost-saving programs.

In order to be compliant with funding requirements associated with debt issued for the sewer fund, the sewer rate will need to be increased by approximately 7%, 5.25%, or 3.5% across the board. This will ensure the sustainability of the fund. Based on historical increases from KCMO and LBVSD, there will be additional increases needed in future years.

Due to rising costs in treatment, maintenance, and operations, staff are recommending the following sewer rate adjustments to Chapter 44, Article III, Sec. 44-154:

Option (1) **7%**

1. Amend c (4) to read Base Rate - the Base Rate shall be $[18.32] 19.60 [Eighteen dollars and Thirty-Two] Nineteen dollars and Sixty Cents per month.
2. Amend c (9) to read *Variable rate.* The revenue charge expressed in per 1,000 gallons that is derived when the annual variable rate revenue requirement is divided by the customer volumes, estimated to be $[11.27] 12.06 [Eleven dollars and Twenty-Seven cents] Twelve dollars and Six cents per 1,000 gallons, in excess of 1,000 gallons.

Option (2) **5.25%**

1. Amend c (4) to read Base Rate - the Base Rate shall be $[18.32] 19.28 [Eighteen dollars and Thirty-Two] Nineteen dollars and Twenty-Eight Cents per month.
2. Amend c (9) to read *Variable rate.* The revenue charge expressed in per 1,000 gallons that is derived when the annual variable rate revenue requirement is divided by the customer

volumes, estimated to be $[11.27] 11.86 [Eleven dollars and Twenty-Seven cents] Eleven dollars and Eighty-Six cents per 1,000 gallons, in excess of 1,000 gallons.

Option (3) **3.5%**

1. Amend c (4) to read Base Rate - the Base Rate shall be $[18.32] 18.96 [Eighteen dollars and Thirty-Two] Eighteen dollars and Ninety-Six cents per month.
2. Amend c (9) to read *Variable rate.* The revenue charge expressed in per 1,000 gallons that is derived when the annual variable rate revenue requirement is divided by the customer volumes, estimated to be $[11.27] 11.66 [Eleven dollars and Twenty-Seven cents] Eleven dollars and Sixty-Six cents per 1,000 gallons, in excess of 1,000 gallons.
3. Amend c

Due to the rising cost of treatment, staff does not believe there are any alternatives to raising the sewerage rate to cover the increases.

RECOMMENDED MOTION

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
Funding Source/Account #:	

REVIEWED BY

Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ord Sewer Rate Increase 2023
2. Ord Sewer Rate Increase 2023-Affidavit of Publication

SUPPORTING DOCUMENTS (FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain

Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

AMENDED NO. 6643-23 ORDINANCE NO. _____ SECTION NO. XXI-E-8

AN ORDINANCE AMENDING CHAPTER 44, UTILITIES; ARTICLE III; SEWERS, DIVISION 3; SERVICES CHARGES, SECTION 44-154 OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, MISSOURI

WHEREAS, the City of Raytown (the "City") owns and operates its sanitary sewer system; and

WHEREAS, the City of Raytown, pursuant to RSMo. Chapter 250, is authorized to establish, make and collect charges for sewerage services; and

WHEREAS, pursuant to Ordinance 5706-22 the City adopted a formula for the calculation of sanitary sewer service charges to customers within the City; and

WHEREAS, prior to establishing the sanitary sewer charge the City is required to hold a public hearing on the proposed rate to be utilized; and

WHEREAS, after due public notice as required by law, a public hearing on the proposed sanitary sewer service charges was held on September 19, 2023; and

WHEREAS, after considering the proposed charges and the public input, the City of Raytown desires to establish sanitary sewer charges within the City as set forth herein; and

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

SECTION 1 – APPROVAL OF AMENDMENT. That Section 44-154, commonly known as Formula for Calculating Rates Established of the Code of Ordinances of the City of Raytown is hereby amended as provided in Section 2.

SECTION 2 - AMENDMENT. The City Code Chapter 44, Utilities; Article III, Sewers; Division 3; Services Charges, Section 44-154 relating to the formula for calculating rates established within the City is hereby amended to read as follows:

Section 44-154. Formula for Calculating Rates Established.

(c) The following variables shall be used in calculating the rate of sanitary sewer service charges:

(4) Base Rate - the base rate shall be $[18.32] _____ [Eighteen dollars and Thirty-Two Cents] _____ per month.

(9) Variable Rate - The revenue charge expressed in per 1,000 gallons that is derived when the annual variable rate revenue requirement is divided by the customer volumes, estimated to be $[11.27] _____ [Eleven dollars and Twenty-Seven cents] _____ (See Attached) per 1,000 gallons, in excess of 1,000 gallons.

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

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

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its date of passage. The amendment to the base and variable rate, as stated in Section 2 of this ordinance shall be effective November 1, 2023.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 19th, September, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

APPROVED AS TO FORM:

_____
Jennifer M. Baird, City Attorney

NOTICE OF PUBLIC HEARING

Pursuant to RSMo 250.233, the City of Raytown provides notice of a public hearing concerning the proposed 2023-2024 Sanitary Sewer Rate Adjustment. Date and Time of Meeting: September 19th, 2023 – 7:00 p.m. Location of Meeting: City of Raytown Council Chambers 10000 E 59th Street, Raytown, Missouri, 64133. The Public Hearing will be held by the City of Raytown's Board of Aldermen.

Published in the Lee's Summit Tribune
August 12, 2023 Vol. 20 No. 37

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 09/15/2023

MEETING DATE: September 19, 2023

SUBMITTED BY: **DEPARTMENT: Finance**

Document Type: Ordinance

SUBJECT/REQUEST

Approve the recommended 2023 levy rates for the General Fund and the Parks and Recreation Fund

BACKGROUND/JUSTIFICATION

The City has received its notice of 2023 Assessed Valuation from the County. Finance has recalculated the levy rates using the formula supplied by the State Auditor's Office. These calculations indicate the City could levy a rate of $0.2562 per $100.00 assessed valuation for general city operations and a rate of $0.1277 per $100.00 assessed valuation for park operations. The 2023 proposed combined rate represents a decrease from the 2022 rate based on higher assessment totals. According to Zillow the median home value for Raytown is approximately $198,223. The total taxes collected for the City and Parks on the median home would be $141.12 for each the City of Raytown collections.

The Adjusted Assessed Valuation:

- Real Estate values increased by $130,941,952 or 42.57% from last year's amounts for a 2023 value of $438,526,256.
- Personal property value decreased by $4,585,952 or 5.18% from last year's amounts for a 2023 value of $83,865,975.

Based on the assessed valuation and the proposed mill levy, staff is projecting that approximately $1,336,656 will be generated for the General Fund and approximately $666,409 will be generated for the Park Fund, which equates to a 11.18% increase for both General Fund and Parks Fund.

In accordance with State law, the City must hold a public hearing on the establishment of the levy rate prior to passage of the ordinance approving the 2023 rates which has been scheduled for September 19, 2023.

RECOMMENDED MOTION

None

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
Funding Source/Account #:	

REVIEWED BY

Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ord Prop Tax Levy 2023
2. 2023 CITY Raytown AAV JACO Assessment 9112023
3. 2023 Raytown Property Tax Calculations
4. 2023 Levy Public Hearing Notice
5. Ord Prop Tax Levy 2023-Affidavit of Publication

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

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

AN ORDINANCE ESTABLISHING THE ANNUAL PROPERTY TAX LEVY RATE FOR THE CITY OF RAYTOWN GENERAL OPERATING FUND AND THE PARK FUND FOR THE YEAR 2023

WHEREAS, pursuant to the provisions of Chapters 67 and 94, Sections 67.110, 94.100, and 94.330 of the Revised Statutes of the State of Missouri, the rate for the levy of taxes must be established for the year 2023 on all taxable realty and tangible personal properties situated in the City of Raytown, Missouri, for the maintenance and operation of the City government and services to the citizens of Raytown; and

WHEREAS, the rate for the levy of taxes for the year 2023 has been calculated by the Director of Finance/Controller in accordance with the Missouri Constitution and Statutes; and

WHEREAS, a Public Hearing on the proposed tax levy required by Section 67.110 RSMo. was held on September 19, 2023, after publication of required notice; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to set the City of Raytown's 2023 Property Tax Levy at 25.62 cents ($0.2562) per one hundred dollars ($100.00) assessed valuation for general City Operations and at 12.77 cents ($0.1277) per one hundred dollars ($100.00) assessed valuation for Park Operations.

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

SECTION 1 – GENERAL CITY OPERATING TAX RATE LEVY FOR 2023 ESTABLISHED. That the rate of levy of tax for the year 2023 on all taxable realty and tangible personal property within the City of Raytown, Missouri, is hereby established at 25.62/100 cents ($0.2562) per one hundred dollars ($100.00) assessed valuation for general expenses incurred by the City.

SECTION 2 – PARK TAX RATE LEVY FOR 2023 ESTABLISHED. That the rate of levy of tax for the year 2023 on all tangible realty and tangible personal property within the City of Raytown, Missouri, is hereby established at 12.77/100 cents ($0.1277) per one hundred dollars ($100.00) valuation for the purpose of a park fund to keep, maintain and further develop a system of public parks.

SECTION 3 – PROPERTY TAX LEVIED. That the aforesaid taxes, hereinafter referred to are hereby levied on all taxable realty and tangible personal property within the City of Raytown, Missouri for the year 2023 the same being due and payable on November 1, 2023, and delinquent on January 1, 2024, pursuant to Section 94.300 of the Revised Statutes of the State of Missouri.

SECTION 4 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 6 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only,

PASSED AND ADOPTED by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri this 19th day of September, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Office of
Mary Jo Spino
Clerk of the County
Legislature

COUNTY LEGISLATURE

JACKSON COUNTY, MISSOURI

Jackson County
Courthouse
415 E. 12th Street
Kansas City, MO
64106
816-881-3242

NOTICE OF 2023
AGGREGATE ASSESSED VALUATION
FOR
POLITICAL SUBDIVISIONS
OTHER THAN SCHOOL DISTRICTS

As required by Section 137.245.3 RSMo., I, Mary Jo Spino, County Clerk of Jackson County, State of Missouri, do hereby certify that the following is the aggregate assessed valuation in Jackson County of...

City of Raytown

a political subdivision, for the year 2023, as shown on the Jackson County Assessment Rolls, plus Railroad and Utility valuations as reported by the State Tax Commission.

REAL PROPERTY ..... $ **427,535,688**

	County Assessment Rolls		Locally Assessed RR & Utility		Total
Residential	$ 356,573,027	+	N/A	=	$ 356,573,027
Agricultural & Horticultural	$ 7,221	+	N/A	=	$ 7,221
Commercial	$ 68,841,816	+	$ 2,113,624	=	$ 70,955,440
	$ 425,422,064	+	$ 2,113,624	=	$ **427,535,688**

NEW CONSTRUCTION

Residential	$ 724,039
Ag & Hort	$
Commercial	$
TOTAL	$ 724,039

Note: The Amount of "New Construction" Value(s) are included above

The Non-Taxable Amount of "Abatement and/or TIF" Value(s) are **not** included above

PERSONAL PROPERTY ..... $ **82,375,620**

	County Assessment Roll		Locally Assessed RR & Utility		Total
"PP-B" Personal Property – Business	$ 20,425,605	+	$ 222,207	=	$ 20,647,812
"PP-I" Personal Property - Individual	$ 61,727,808	+	N/A	=	$ 61,727,808
	$ 82,153,413	+	$ 222,207	=	$ **82,375,620**

STATE ASSESSED – REAL PROPERTY ..... $ **10,990,568**

STATE ASSESSED – PERSONAL PROPERTY ..... $ **1,558,764**

TOTAL CURRENT VALUATION $ **522,460,640**

This information is transmitted to assist you in complying with Section 67.110 RSMo., which requires that notice be given and public hearings held before tax rates are set.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the County of Jackson, at my Office in Kansas City, Missouri, this 11th day of September 2023.

Mary Jo Spino Clerk
Mary Jo Spino

ASSESSMENT DEPARTMENT

JACKSON COUNTY, MISSOURI

Jackson County
Courthouse
415 E. 12th Street
Kansas City, MO
64106
816-881-3239

NOTICE OF 2023
AGGREGATE ASSESSED VALUATION
OF TAX INCREMENT FINANCED PROPERTY

CITY - RAYTOWN

For the year 2023, as shown on the Jackson County Assessment Rolls.

TIF VALUES		
Residential	$	12,863
Ag & Hort	$	
Commercial	$	6,218,612

TOTAL TIF INCREMENT..... $ 6,231,475

NEW CONSTRUCTION TIF		
Residential	$	
Ag & Hort	$	
Commercial	$	
TOTAL	$	

Note: The amount of "New Construction TIF" is included above.

INFORMAL TAX RATE CALCULATOR FILE **Printed on: 9/14/2023**

Form A **(2023)**

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raytown	09-048-0015	General Fund
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. **(2023) Current year assessed valuation** Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.
   (a) 438,526,256 (Real Estate) + (b) 83,934,384 (Personal Property) = 522,460,640 (Total)
2. **Assessed valuation of new construction & improvements**
   2(a) - Obtained from the county clerk or county assessor 2(b) - increase in personal property, use the formula listed under Line 2(b)
   (a) 724,039 (Real Estate) + (b) 0 = 724,039 (Total)
   Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b)
   If Line 2b is negative, enter zero
3. **Assessed value of newly added territory** obtained from the county clerk or county assessor
   (a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)
4. **Adjusted current year assessed valuation** (Line 1 total - Line 2 total - Line 3 total) 521,736,601
5. **(2022) Prior year assessed valuation** Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization. NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.
   (a) 307,859,899 (Real Estate) + (b) 88,098,388 (Personal Property) = 395,958,287 (Total)
6. **Assessed value of newly separated territory** obtained from the county clerk or county assessor
   (a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)
7. **Assessed value of property locally assessed in prior year, but state assessed in current year** obtained from the county clerk or county assessor
   (a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)
8. **Adjusted prior year assessed valuation** (Line 5 total - Line 6 total - Line 7 total) 395,958,287

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

	For Political Subdivision Use in Calculating its Tax Rate
9. **Percentage increase in adjusted valuation** of existing property in the current year over the prior year's assessed valuation (Line 4 - Line 8/Line 8 x 100)	31.7655%
10. **Increase in Consumer Price Index (CPI)** certified by the State Tax Commission	**6.5000%**
11. **Adjusted prior year assessed valuation** (Line 8)	395,958,287
12. **(2022) Tax rate ceiling from prior year** (Summary Page, Line A)	0.3215
13. **Maximum prior year adjusted revenue** from property that existed in both years (Line 11 x Line 12/100)	1,273,006
14. **Permitted reassessment revenue growth** The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.	5.0000%
15. **Additional revenue permitted** (Line 13 x Line 14)	63,650
16. **Total revenue permitted in current year*** from property that existed in both years (Line 13 + Line 15)	1,336,656
17. **Adjusted current year assessed valuation** (Line 4)	521,736,601
18. **Maximum tax rate permitted by Article X, Section 22, and Section 137.073 RSMo** (Line 16 / Line 17 x 100) Round a fraction to the nearest one/one hundredth of a cent. **Enter this rate on the Summary Page, Line B**	0.2562

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.

INFORMAL TAX RATE CALCULATOR FILE
Informational Data
For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Printed on: 9/14/2023
(2023)

City of Raytown	09-048-0015	General Fund
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.

Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

	Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken in a Prior Even Numbered Year
Informational Summary Page	
A. **Prior year tax rate ceiling** (Prior Year Informational Summary Page, Line F)	0.3215
B. **Current year rate computed** (Informational Form A, Line 18 below)	0.2562
C. **Amount of increase authorized by voters for current year** (Informational Form B, Line 7 below)	
D. **Rate to compare to maximum authorized levy** (Line B if no election, otherwise Line C)	0.2562
E. **Maximum authorized levy** most recent voter approved rate	1.0000
F. **Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year** (Lower of Line D or E)	**0.2562**

Informational Form A	
9. **Percentage increase in adjusted valuation** (Form A, Line 4 - Line 8 / Line 8 x 100)	31.7655%
10. **Increase in Consumer Price Index (CPI)** certified by the State Tax Commission	**6.5000%**
11. **Adjusted prior year assessed valuation** (Form A, Line 8)	395,958,287
12. **(2022) Tax rate ceiling from prior year** (Informational Summary Page, Line A from above)	0.3215
13. **Maximum prior year adjusted revenue** from property that existed in both years (Line 11 x Line 12 / 100)	1,273,006
14. **Permitted reassessment revenue growth** The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%.	5.0000%
15. **Additional reassessment revenue permitted** (Line 13 x Line 14)	63,650
16. **Total revenue permitted in current year** from property that existed in both years (Line 13 + Line 15)	1,336,656
17. **Adjusted current year assessed valuation** (Form A, Line 4)	521,736,601
18. **Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo,** if no voluntary reduction was taken (Line 16 / Line 17 x 100)	0.2562

Informational Form B	
6. **Prior year tax rate ceiling to apply voter approved increase to** (Informational Summary Page, Line A if increase to an existing rate, otherwise 0)	
7. **Voter approved increased tax rate to adjust** (If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b)	

INFORMAL TAX RATE CALCULATOR FILE **Printed on: 9/14/2023**
Form A **(2023)**
For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raytown	09-048-0015	Park And Recreation
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. **(2023) Current year assessed valuation** Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.
   (a) 438,526,256 (Real Estate) + (b) 83,934,384 (Personal Property) = 522,460,640 (Total)
2. **Assessed valuation of new construction & improvements**
   2(a) - Obtained from the county clerk or county assessor 2(b) - increase in personal property, use the formula listed under Line 2(b)
   (a) 724,039 (Real Estate) + (b) 0 Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) = 724,039 (Total)
   If Line 2b is negative, enter zero
3. **Assessed value of newly added territory** obtained from the county clerk or county assessor
   (a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)
4. **Adjusted current year assessed valuation** (Line 1 total - Line 2 total - Line 3 total) 521,736,601
5. **(2022) Prior year assessed valuation** Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization. NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.
   (a) 307,584,304 (Real Estate) + (b) 88,098,388 (Personal Property) = 395,682,692 (Total)
6. **Assessed value of newly separated territory** obtained from the county clerk or county assessor
   (a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)
7. **Assessed value of property locally assessed in prior year, but state assessed in current year** obtained from the county clerk or county assessor
   (a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)
8. **Adjusted prior year assessed valuation** (Line 5 total - Line 6 total - Line 7 total) 395,682,692

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

	For Political Subdivision Use in Calculating its Tax Rate
9. **Percentage increase in adjusted valuation** of existing property in the current year over the prior year's assessed valuation (Line 4 - Line 8/Line 8 x 100)	31.8573%
10. **Increase in Consumer Price Index (CPI)** certified by the State Tax Commission	**6.5000%**
11. **Adjusted prior year assessed valuation** (Line 8)	395,682,692
12. **(2022) Tax rate ceiling from prior year** (Summary Page, Line A)	0.1604
13. **Maximum prior year adjusted revenue** from property that existed in both years (Line 11 x Line 12/100)	634,675
14. **Permitted reassessment revenue growth** The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.	5.0000%
15. **Additional revenue permitted** (Line 13 x Line 14)	31,734
16. **Total revenue permitted in current year*** from property that existed in both years (Line 13 + Line 15)	666,409
17. **Adjusted current year assessed valuation** (Line 4)	521,736,601
18. **Maximum tax rate permitted by Article X, Section 22, and Section 137.073 RSMo** (Line 16 / Line 17 x 100) Round a fraction to the nearest one/one hundredth of a cent. **Enter this rate on the Summary Page, Line B**	0.1277

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.

INFORMAL TAX RATE CALCULATOR FILE
Informational Data
For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Printed on: 9/14/2023
(2023)

City of Raytown	09-048-0015	Park And Recreation
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.

Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

	Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken in a Prior Even Numbered Year
Informational Summary Page	
A. **Prior year tax rate ceiling** (Prior Year Informational Summary Page, Line F)	0.1604
B. **Current year rate computed** (Informational Form A, Line 18 below)	0.1277
C. **Amount of increase authorized by voters for current year** (Informational Form B, Line 7 below)	
D. **Rate to compare to maximum authorized levy** (Line B if no election, otherwise Line C)	0.1277
E. **Maximum authorized levy** most recent voter approved rate	1.0000
F. **Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year** (Lower of Line D or E)	**0.1277**

Informational Form A	
9. **Percentage increase in adjusted valuation** (Form A, Line 4 - Line 8 / Line 8 x 100)	31.8573%
10. **Increase in Consumer Price Index (CPI)** certified by the State Tax Commission	**6.5000%**
11. **Adjusted prior year assessed valuation** (Form A, Line 8)	395,682,692
12. **(2022) Tax rate ceiling from prior year** (Informational Summary Page, Line A from above)	0.1604
13. **Maximum prior year adjusted revenue** from property that existed in both years (Line 11 x Line 12 / 100)	634,675
14. **Permitted reassessment revenue growth** The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%.	5.0000%
15. **Additional reassessment revenue permitted** (Line 13 x Line 14)	31,734
16. **Total revenue permitted in current year** from property that existed in both years (Line 13 + Line 15)	666,409
17. **Adjusted current year assessed valuation** (Form A, Line 4)	521,736,601
18. **Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo,** if no voluntary reduction was taken (Line 16 / Line 17 x 100)	0.1277

Informational Form B	
6. **Prior year tax rate ceiling to apply voter approved increase to** (Informational Summary Page, Line A if increase to an existing rate, otherwise 0)	
7. **Voter approved increased tax rate to adjust** (If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b)	

Notice of Public Hearing

City of Raytown Property/Real Estate Tax Levy
Date of Hearing: September 19, 2023
Time: Approximately 7:00 pm
Location: Raytown City Hall Council Chambers
10000 E 59th Street, Raytown MO 64133

ASSESSED VALUATION	*2022*	*2023*
Real Estate	$ 307,584,304	$ 438,526,256
Personal Property	88,520,336	83,934,384
Total Valuation:	**$ 396,104,640**	**$ 522,460,640**

TAX RATES (per $100 assessed valuation)	*TAX RATE CEILING 2022*	*ACTUAL TAX RATE*	*TAX RATE CEILING 2023*	*PROPOSED TAX RATE*
General Operating Fund	0.3179	0.3179	0.2562	0.2562
Parks & Recreation Fund	0.1586	0.1586	0.1277	0.1277
	$ 0.4765	$ 0.4765	$ 0.3839	$ 0.3839

PROPERTY TAX BILLED	*FISCAL YEAR 2022-23*	*FISCAL YEAR 2023-24*
General Operating Fund	$ 1,201,953	$ 1,336,656
Parks & Recreation Fund	599,653	666,409
	$ 1,801,606	**$ 2,003,065**

** This notice was prepared utilizing the latest data available from Jackson County. The final tax levy amounts will be determined based on the final assessed valuations furnished by Jackson County.*

Notice of Public Hearing

City of Raytown Property/Real Estate Tax Levy
Date of Hearing: September 19, 2023
Time: Approximately 7:00 pm
Location: Raytown City Hall Council Chambers
10000 E 59th Street, Raytown MO 64133

ASSESSED VALUATION	2022	Preliminary 2023
Real Estate	$ 307,584,304	$ 450,795,398
Personal Property	88,520,336	83,865,975
Total Valuation:	**$ 396,104,640**	**$ 534,661,373**

TAX RATES (per $100 assessed valuation)	TAX RATE CEILING 2022	ACTUAL TAX RATE	TAX RATE CEILING 2023	PROPOSED TAX RATE
General Operating Fund	0.3179	0.3179	0.2500	0.2500
Parks & Recreation Fund	0.1586	0.1586	0.1247	0.1247
	$ 0.4765	$ 0.4765	$ 0.3747	$ 0.3747

PROPERTY TAX BILLED	FISCAL YEAR 2022-23	FISCAL YEAR 2023-24
General Operating Fund	$ 1,201,953	$ 1,336,653
Parks & Recreation Fund	599,653	666,723
	$ 1,801,606	**$ 2,003,376**

** This notice was prepared utilizing the latest data available from Jackson County. The final tax levy amounts will be determined based on the final assessed valuations furnished by Jackson County.*

2537601 Jackson Sep. 11, 2023

Kansas City Daily Record
920 Main St
Kansas City, MO, 64105
Phone: 8169312002 Fax: 0

The Daily Record
KANSAS CITY

Affidavit of Publication

See Page 2 for ad proof

To: City of Raytown - Missouri - Michael Stolzle
10000 E 59Th St
Raytown, MO, 64133

Re: Legal Notice 2537601, City of Raytown Property/Real Estate Tax Levy

State of MO }
} SS:
County of Jackson }

I, Amanda Loyet, being duly sworn, depose and say: that I am the Authorized Designee of Kansas City Daily Record, a daily newspaper of general circulation in Kansas City, County of Jackson, State of MO; that a notice, of which the annexed is a printed copy, has been duly and regularly published in the Kansas City Daily Record once each day for 1 consecutive days; and that the date of the publication were as follows: 09/11/2023.

Publishers fee: $121.80 By: Amanda Loyet

Sworn to me on this 11th day of September 2023

By: Karie C Clark

Karie C Clark
Notary Public, State of MO
No. 20404921
Qualified in Lincoln County
My commission expires on
October 19, 2024

KARIE C CLARK
Notary Public - Notary Seal
Lincoln County - State of Missouri
Commission Number 20404921
My Commission Expires Oct 19, 2024

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 08/31/2023

MEETING DATE: September 19, 2023

SUBMITTED BY: **DEPARTMENT: Police Department**

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

Approve entering into an agreement for Inmate Detention Housing with the Johnson County, Missouri Sheriff's Office and approve the Inmate Detention Housing expenditure for an amount not to exceed $114,000.00 and amend the fiscal year 2022-2023 budget.

BACKGROUND/JUSTIFICATION

Prisoners often must remain in custody to await trial or serve jail time, sentenced by the Raytown Municipal Court. The Raytown Detention Unit is not equipped to properly house those prisoners, due to facility limitations. The Raytown Detention Unit is only able to temporarily hold prisoners until they are released or transported to the off-site prisoner detention facility. Thus, prisoners being held for more than a short period of time must be held at an off-site detention facility until their court date or their sentence is served.

Prisoner housing fees are only incurred as services are provided. A total of $76,000.00 is currently budgeted for Inmate Detention Housing in the FY23 budget. This expenditure meets the "sole source" exception to the competitive bid process, outlined in section 2.1 of the City's Purchasing Policy. Staff is asking for an additional $38,000.00 to be added to the FY22-23 budget for prisoner housing due to rising costs.

The Johnson County Sheriff's Office is the sole off-site detention source that provides prisoner transportation directly to/from Police Headquarters as part of the service, which is necessary to keep police officers available for calls for service in Raytown, instead of leaving the area to make prisoner transports out of the city.

RECOMMENDED MOTION

Approve the Resolution.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

This expense was approved by the Sales Tax Oversight Committee on 11-09-2022.

FINANCIAL IMPACT

Contractor:	JOHNSON COUNTY, MISSOURI SHERIFF'S OFFICE
Amount of Request/Contract:	$114,000.00
Amount Budgeted:	$76,000.00
Funding Source/Account #: Public Safety Sales Tax - Professional Services	207-32-00-100-52250
Transferring From Account: Public Safety Sales Tax Fund Balance	207-00-00-100-39999

REVIEWED BY

Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Johnson County Inmate Security Housing 2022-2023
2. Johnson County Sheriff Inmate Housing Agreement 01-2023

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

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

RESOLUTION NO.: R-3547-23

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT FOR INMATE SECURITY HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY MISSOURI SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED $114,000.00 AND APPROVING AN AMENDMENT TO THE FISCAL YEAR 2022-2023 BUDGET

WHEREAS, the Police Department has the need to provide for the proper inmate housing of prisoners; and

WHEREAS, in order to provide for such inmate housing, the Police Department desires to utilize the sole source services of Johnson County Missouri Sheriff's Office for fiscal year 2022-2023; and

WHEREAS, pursuant to Resolution R-3486-22, the Fiscal Year 2022-2023 Budget was approved and it is necessary to amend the Fiscal Year 2022-2023 Budget; and

WHEREAS, the Board of Aldermen find it is in the best interests of the City of Raytown to enter into such agreement in an amount not to exceed $114,000.00 for fiscal year 2022-2023 and approve an amendment to the Fiscal Year 2022-2023 Budget;

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

THAT the Agreement for Inmate Security Housing Services, in an amount not to exceed $114,000.00, by and between Johnson County Missouri Sheriff's Office and the City of Raytown, Missouri in substantially the same form as attached hereto, marked Exhibit "A" and incorporated herein by reference is hereby authorized and approved; and

FURTHER THAT the Fiscal Year 2022-2023 budget approved by Resolution R-3486-22 is hereby amended as follows:

TO:	**FROM:**
Public Safety Sales Tax-Professional Services	Public Safety Sales Tax-Fund Balance
207.32.00.100.52250	207.00.00.100.39999
$38,000.00	$38,000.00

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day September, 2023.

_____
Michael McDonough

ATTEST:

Approved as to Form:

_____
Teresa M. Henry, City Clerk

_____
Jennifer M. Baird, City Attorney

Sheriff
Scott W. Munsterman

Major
Aaron N. Brown

Captain
Mike Hanes

AGREEMENT FOR DETENTION SERVICES

This AGREEMENT is made by and between the City of Raytown, Missouri (hereinafter called "City") and the County of Johnson (hereinafter called "Contractor").

WHEREAS, City requires services for the housing of City inmates and detainees ("prisoners or inmates") on a short and long-term basis; and

WHEREAS, Contractor is prepared to provide these services;

NOW, THEREFORE, in consideration for the mutual covenants contained in this Agreement, the City and the Contractor agree as follows:

SECTION 1. Scope of Agreement.

(a) Contractor agrees to furnish secure facilities and personnel twenty-four (24) hours a day, seven (7) days a week for confinement of both male and female City inmates and detainees being held who are pretrial or serving City time as imposed by a municipal court judge.

(b) Contractor agrees to provide the following consistent with the current American Correctional Association standards: correctional officers, administrative and support service staff, housing, food and facilities for the City's inmate and detainees, including, but not limited to providing a bed, tables, chairs, clothing, food, and other related facilities.

(c) Contractor shall at all times treat and care for all City inmates and detainees

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Phone: (660) 747-6469 – Fax: (816) 732-6382 – www.jocomosheriff.org

and City arrestees and detainees placed with the Contractor in a humane, appropriate, and professional manner in compliance with all requirements of state, local and federal law and consistent with applicable industry standards. Nothing contained within this Agreement shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws, constitutions, or administrative regulations of the City of Raytown, Missouri, State of Missouri or the United States of America.

(d) Contractor shall ensure that persons confined in the Facility have adequate clothing, food, and bedding. Deprivation of adequate clothing, food, or bedding shall not be used as a disciplinary action against any confined person.

Section 2. The-Facilities. The Detention Facility ("Facility" or "Facilities") is located at 278 S.W. 871 Road, Centerview, MO 64019. All Facilities shall meet the following requirements:

(a) Facility must be secured for the prevention of escape and confinement of prisoners at all times.

(b) The Facility shall separate male and female inmates such that they are not in sight or sound of each other (normal voice level).

(c) The Facility shall meet the requirements of the ACA (American Correctional Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by the City.

Section 3. Operation of Facilities. All Facilities must be operated in accordance with the following requirements:

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Sheriff
Scott W. Munsterman

Major
Aaron N. Brown

Captain
Mike Hanes

(a) **Federal, State and ACA Standards.** All Contractor's operations shall comply with all Federal, State, and Local laws, and ACA (American Correctional Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by the City. Policies, where required, shall be available for review by the City.

i. Contractor shall specifically comply with Section 221.050, RSMo which provides, "Persons confined in jails shall be separated and confined according to sex. Persons confined under civil process or for civil causes shall be kept separate from criminals. Nothing in this section shall be construed to prohibit the housing of persons on probation or parole with offenders or persons being held on criminal charges."

(b) **Contractor's Employees.** Contractor shall conduct background checks of all employees. Contractor shall not allow employees with prior felony convictions to have direct contact with or supervision of City prisoners.

(c) **Programs.** Programs, activities and services shall be provided equally to male and female prisoners.

(d) **Isolation Units.** The City agrees it will contact Contractor in advance if City is sending a prisoner who will require segregation or isolation to determine if space is available for that prisoner.

(e) **Transportation.**

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(1) **In General.** City shall be responsible for transporting prisoners from the City to the detention facility and other destinations (court, medical, and dental treatment), as required.

(2) **Optional Transportation Service.**

a. **Basic Service.** In Contractor's sole discretion, Contractor may elect to offer transportation services during the term of the Contract.

1. The cost associated with the transporting of prisoners will be a cost of twenty dollars **($20.00)** per round trip, however, when multiple prisoners from the City are transported, only one charge will be assessed for that trip. If the City has more prisoners to be transported than the capacity of the transport vehicle, and a second transport is needed, then a second transport fee of twenty dollars **($20.00)** will be assessed for that trip.

2. The Contractor may charge the City a total of twenty dollars **($20.00)** per round trip from the Contractor's facility to pick up or to deliver the prisoner back to the City 's Facility or their respective Courts. The twenty-dollar ($20.00) fee will be charged per trip regardless of the number of prisoners being transported in the transport vehicle. If an additional vehicle is required, then an additional transport fee will be assessed.

b. **Additional Pickups.** If the Contractor offers transportation

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services during the term of the Contract, the Contractor and City will agree to times and schedule. If additional pickup and deliveries are requested by the City, it is understood the twenty-dollar (**$20.00)** round trip charge will apply.

c. **Cancellation.** If the Contractor provides optional transportation services, the Contractor may cancel or postpone any pickup or delivery of prisoners due to inclement weather or when conditions exist that would make the delivery or pickup dangerous to the public, prisoner, or the Contractor's employee.

d. **Documentation.** Documentation associated with the pickup and delivery of the City prisoners MUST be received by the Contractor by the time designated by the Contractor which will be set by agreement between the Parties.

e. **Male and Female Passengers.** When transporting an opposite sex prisoner, Contractor will ensure there are other prisoners on board or a minimum of two drivers unless the transport vehicle is equipped with a working in car video.

f. **Minimum Equipment.**

1. Transport vehicles shall be secure, handicap accessible and shall have at minimum, cages, restraint equipment, emergency equipment (first aid and fire extinguisher), and communications equipment (radio or phone).

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2. The transport vehicles must be equipped with working heat and air conditioning in the prisoner compartment.

Section 5. Prisoner Health Care.

(a) **In general.** All prisoners shall be provided onsite health care professional care and prescriptions for non- emergency health care needs at no cost to City and all City prisoners shall receive the same onsite health care professional care and prescriptions for non- emergency health care and prescriptions as prisoners from Johnson City, Missouri.

(b) **Emergencies.** Prisoners requiring medical treatment at a hospital emergency room are to be taken to the nearest appropriate medical facility. Anytime a prisoner is taken for medical treatment, Contractor will contact the City and notify the on-duty staff of the nature of the prisoner's illness/injury. Emergency treatment may be authorized by the Contractor; however, the City may not accept responsibility for the associated cost. If City does not accept responsibility for the associated cost of the prisoner's emergency treatment, Contractor may return prisoner to City immediately so that City will house the prisoner.

(c) **Hospital Admission**. If a prisoner is admitted into a medical facility or transported to another medical facility, Contractor will contact the City and notify the on-duty staff of the nature of the prisoner's illness/injury. If elected, the City shall respond to the medical facility within two (2) hours and take custody of the prisoner. If the City designates not to respond, the cost associated to the City is thirty dollars **($30.00)** per employee, per hour,

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as the Contractor remains with the prisoner.

(d) **Prisoner Solely Responsible for Medical Costs.** Prisoners are personally responsible for any routine medicine, medical or dental expenses, in accordance with the revised Statues of the State of Missouri, (221.120 RSMO).

(e) **Medications.** Contractor shall provide routine medications to Prisoners at no cost to the City in accordance with Contractor's policies for prisoners from Johnson City, Missouri. Contractor does not purchase more than seven (7) days medication at a time.

(f) **Refusal of Certain Prisoners.** The City agrees Contractor shall have the right to refuse to accept a Prisoner based upon current medical conditions including but not limited to: high risk or late term pregnancy, cancer, influenza, tuberculosis, any highly contagious or infectious disease and any medical condition which requires hospitalization or 24- hour around the clock medical care.

Section 6. Release of Prisoners.

(a) **In General.** All prisoners are to be released through the City and no City prisoner shall be released in Centerview. When a prisoner has reached the day prior to his/her scheduled release date or earlier if ordered by the City, City will transport him/her to the City 's designated Place in Raytown, Missouri. Prisoners who have had their fine or bond posted will also be transported back to the City 's designated Place for release

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by the City.

(b) **Prisoner's Release Date and Jake's Law.** Whenever a Prisoner has reached his or her release date, the Prisoner will, without exception be returned to the City's designated Place. City is responsible for the transportation of the Prisoner. This procedure will be followed regardless of any warrant that is outstanding from another agency. The Prisoner will be taken back to the City 's designated Place and will be released to the City. City is responsible for compliance with Jake's Law. It is the City 's responsibility to contact the Agency which has the outstanding warrant for the subject.

Section 7. Reports. Contractor shall provide the following reports, in writing:

(a) **Incidents.** Any Incidents involving any City prisoner, whether as victim or suspect, Contractor shall immediately report the incident to the City. Reportable incidents include, but are not limited to: injuries, fights, assaults, claims of harassment, loss of personal property, escape, or attempted escape or conduct that result in loss of prisoner privileges.

(b) Housing and Medical Reports. A detailed report for housing, medical services, dental and medicine will be submitted to the City or their designee once per month for all prisoners housed during the previous calendar month. This report shall include the prisoner's name, dates of housing, total number of days housed during the reporting period, and any other expenses.

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Section 8. Visits.

(a) City reserves the right to make unscheduled visits at the Contractor's Facility and full access will be required at that time or the Agreement may be canceled.

(b) Contractor shall allow City inmates to have visitation from outside persons in accordance with Contractor's visitation policies and through the methodologies used by Contractor for visitation for Johnson City, Missouri inmates.

SECTION 9. Compensation.

(a) **Minimum Number of Beds.** Contractor provides no guarantee to the City the availability of a certain number of beds per day in Contractor's Facility. City shall pay the Contractor fifty dollars **($50.00)** per bed per day.

(b) **Additional Beds.** If City needs additional beds for prisoners, Contractor shall provide City additional beds if Contractor has additional beds. The decision of whether there are additional available beds shall be made by the Contractor's Jail Administrator. City shall pay Contractor an additional fifty dollars **($50.00)** per day per bed. If Contractor needs the additional bed back from the City, the City must return the additional bed(s) within one day except on holidays and the weekends.

(c) **Additional Services.** The fee of fifty dollars ($50.00) only pertains to the housing of the prisoners and does not include the Contractor's optional transportation fees associated with the transporting of the prisoners to the required locations such as to and from the City

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designated Place, Contractor's facility, and Court or any other additional services agreed upon by the City and Contractor.

(d) **Return of Prisoners.** The Contractor may refuse to house, or order the return a housed inmate back to the City's designated Place due to safety or medical issues which require additional services that the Contractor cannot provide. City shall be responsible for the transport of the inmate back to the City's designated Place.

(e) **Payment.** Contractor shall submit a monthly invoice to the City for services provided in the previous month. City shall pay the Contractor within 30 days of receipt of the actual invoice.

SECTION 10. Modification of the Contract.

Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, City and Contractor will agree to an equitable adjustment of the Agreement price, period of service, or both, and will reflect such adjustment in a change order or contract amendment.

SECTION 11. Indemnification.

(a) Having considered the potential liabilities that may exist during the performance of this Agreement and the Contractor's fee, and in consideration of the mutual covenants contained in the Agreement, City and Contractor agree to allocate and limit such liabilities in accordance with this Section.

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(b) The Contractor agrees to indemnify and hold harmless the City and the Raytown Police Department, their agents, officials, and employees and to assume all risk, responsibility for death of or injury to, any persons and for loss, damage or injury to any property (together with all expenses, including attorney fees, in defense or prosecution of any action involving any such death, injury or damage), arising from, growing out of, or in any manner or degree directly or indirectly related to the performance of this work, including patent and copyright infringements.

(c) Contractor shall indemnify City and Raytown Police Department against legal liability for damages arising out of claims by Contractor's employees.

(d) Contractor shall have no obligation to defend, indemnify, or hold harmless the City or Raytown Police Department or any City or Raytown Police Department officials or employees for any claim arising out of a negligent act or intentional misconduct on the part of a City or Raytown Police Department official or employee.

SECTION 12. Insurance.

During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:

A. Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of $500,000 for each occurrence.

B. Professional Liability Insurance, with a limit of $1,000,000 annual aggregate.

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C. General Liability, Insurance, with bodily injury limits of $1,000,000 for each occurrence and $2,000,000 aggregate, and with property damage limits of $1,000,000 for each occurrence and $1,000,000 aggregate.

D. Automobile Liability Insurance, with bodily injury limits of $1,000,000 for each person and $1,000,000 for each accident, and with property damage limits of $1,000,000 for each accident.

Contractor shall furnish City and Raytown Police Department certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the City and Raytown Police Department. All subcontractors shall be required to include City and Raytown Police Department and Contractor as additional insured on their General Liability insurance policies, and shall be required to indemnify City and Raytown Police Department and Contractor to the same extent.

SECTION 13. Termination.

(a) **Termination for Convenience.** City may terminate or suspend performance of this Agreement at City 's convenience upon sixty (60) days' written notice to Contractor. If termination or suspension is for the City 's convenience, City shall pay Contractor for all the services performed until the date of the termination by City. Upon restart, and equitable adjustment shall be made to Contractor's compensation.

(b) **Termination for Cause.** This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-

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performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

(c) **Termination for Lack of Funding.** In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to Contractor.

(d) **Force Majeure Termination.** If, as a result of any natural disaster, windstorm, earthquake, fire, flood, act of terrorism or war, or Act of God, Contractor is unable to perform this Agreement, the Agreement shall immediately terminate.

SECTION 14. Waiver

A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

SECTION 15. Severability.

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the

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stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined.

SECTION 16. Binding Agreement.

City and Contractor each bind itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

SECTION 17. Assignment.

Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

SECTION 18. Third Party Beneficiary.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City, Raytown Police Department, and Contractor.

SECTION 19. Independent Contractor.

Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be

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interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind.

SECTION 20. Right to Audit.

The Parties shall maintain all records in accordance with all State of Missouri Records Retention Requirements. Contractor agrees that Raytown Police Department and the City, or their duly authorized representatives, shall, until the expiration of three (3) years after final payment under this Agreement have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement.

SECTION 21. Term of Contract.

(a) **Initial Term.** This agreement shall be in full force and effect for a period of one (1) year from the date of this Agreement and will automatically renew for a successive one (1) year period unless either party notifies the other of its intent not to renew at least sixty (60) days prior to the end of the current term.

SECTION 22. Discrimination.

During the performance of this contract/agreement or purchase order, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other

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legally protected category. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. However, this provision shall not be construed to require Contractor act in any way beyond what is required by federal law of the laws of the State of Missouri and no cause of action is created by this provision for any individual not a signatory to this Agreement.

The Contractor will comply with all solicitations of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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Sheriff
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Major
Aaron N. Brown

Captain
Mike Hanes

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract/agreement or purchase order with any of the said rules, regulations, or orders, this contract/agreement or purchase order may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for any further government agreement/contracts or purchase order or federally assisted contract/agreement in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event an organization becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by City, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

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SECTION 23. Governing Law.

This Agreement shall be governed by the laws of the state of Missouri.

SECTION 24. Notice

Any communication required by this Agreement shall be made in writing to the address specified below:

CONTRACTOR:

Sheriff Scott Munsterman
Johnson City Sheriff's Office 278
SW 871 RD
Centerview, MO 64019

CITY OF RAYTOWN:

Chief Robert Kuehl
10000 E. 59th St.,
Raytown, MO 64133

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

SECTION 25. Additional Projects

City and Contractor each reserve the right to, from time to time; enter into other

agreements or contracts for specific projects. If such agreements or contracts are separately approved in writing by the parties, the terms and conditions of those agreements or contracts shall prevail for the specific projects set forth therein.

SECTION 26. Disputes

This Agreement represents the entire agreement between City and Contractor. All previous or contemporaneous agreements, representations, promises and conditions relating the Contractor's services described herein are superseded. Any dispute resolving any provision of this Agreement shall be resolved by binding Arbitration if the Parties cannot reach an agreement after escalating the dispute through their chain of command. The arbitrator shall be a retired Circuit or Associate Circuit Judge. of the State of Missouri, to be agreed upon by the parties. If the parties are unable to agree upon a retired judge to serve as an arbitrator, each party shall select an arbitrator. The arbitrators so selected shall then meet and select a third arbitrator who shall hear and decide the matter.

SECTION 27. Survival of Certain Sections

The following Sections shall survive the expiration or termination of this Agreement for any reason: (3, 9, 11, 14, 15, 17, 19, 20, 26 and 27).

SECTION 28. Employee Eligibility Verification.

Contractor shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C.

§1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

SECTION 29. City 's Financial Obligation.

City shall order all services to be provided by Contractor under this Agreement by means of a Purchase Order issued by the City 's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. City shall not have any financial obligations to Contractor under this Agreement until the City issues a Purchase Order to Contractor. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City. Each Purchase Order that City issues to Contractor incorporates this Contract by reference even if the Purchase Order does not incorporate this Contract by reference.

SECTION. 30. Meetings.

(a) **Kickoff Meeting:** In order to have a smooth transition for Contractor providing services, the City and Contractor shall have a kickoff meeting in person at a time

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agreed by the Parties that includes the personnel from the City and Contractor who will be implementing and performing the services in the Contract for the City and the Contractor. The meeting shall be at the Facility.

(b) **Meetings 1st 90 Days of the Contract.** The City and Contractor shall meet bi-weekly during the first ninety days of the Contract. The meetings will be at the Facility unless the Parties agree to a teleconference meeting.

(c) **Regular Meetings.** After the first ninety days of the Contract, City and Contractor shall meet regularly to communicate on operations and any issues.

SECTION 31. Reports.

Contractor shall provide City regular reports in such time intervals and on such items as the Parties agree.

SECTION 32. Misuse of Prison Labor.

Contractor shall not misuse prison labor. Contractor shall comply with City ordinance, Section 44-1O entitled "Misuse of Prison Labor" which provides as follows:

> **Prohibited.** Except where permitted in subsection {b} of this section, it shall be unlawful for the City, City, or any department, officer or employee of the City, or City, to engage or permit to be engaged any prisoner, in the custody and care of a correctional facility, in competition with free labor, or to contract the services of a City prisoner in any labor which otherwise would be performed by paid laborers. This prohibition shall not include services provided by an inmate as a trustee at the Facility or for the Facility.

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Sheriff
Scott W. Munsterman

Major
Aaron N. Brown

Captain
Mike Hanes

Exceptions. This section shall not be construed as prohibiting the employment of City prisoners after conviction in any work to be performed strictly for the use and benefit of the City or other governmental entities or agencies, or as a part of any established community service work program, or for work performed for any charitable organization, agency or other non-for-profit corporation.

IN WITNESS WHEREOF, City of Raytown and Contractor, by and through their authorized officers, have made and executed this Agreement.

CITY OF RAYTOWN	COUNTY OF JOHNSON
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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