TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
JANUARY 2, 2024
REGULAR SESSION NO. 18
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:00 P.M.

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 January 2, 2024 so that your comments can be presented in writing to the Board of Aldermen during the Public Comments section of the meeting agenda. All Public Comments received will be kept on file in the City Clerk's office.

zoom.us/join
Webinar ID: 869 6145 4079
Passcode: 154341

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

Public Comments

Comments from the Mayor
Comments from the City Administrator
Committee Reports

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 December 19, 2023 Board of Aldermen Meeting

R-3574-24: A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF GEORGE KOEPP TO THE TAX INCREMENT FINANCING COMMISSION. Point of Contact: Teresa Henry, City Clerk.

R-3575-24: A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH MOWERS AHEAD LAWN & LANDSCAPING LLC. FOR MOWING SERVICES IN AN AMOUNT NOT TO EXCEED $48,000.00 FOR FISCAL YEAR 2023-2024. Point of Contact: Dave Turner, Parks & Recreation Director.

R-3576-24: A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH TRUMAN HERITAGE HABITAT FOR HUMANITY FOR THE OPERATION OF A MINOR HOME REPAIR PROGRAM IN AN AMOUNT NOT TO EXCEED $50,000.00 FOR FISCAL YEAR 2023-2024. Point of Contact: Diane Egger, Community Development Director.

NEW BUSINESS

2. **FIRST READING: Bill No. 6656-24, Section V-A: AN ORDINANCE** AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL REAL ESTATE LEASE AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI, THE CITY OF RAYTOWN, MISSOURI PARK DEPARTMENT AND THE FRIENDS OF RICE-TREMONTI HOME ASSOCIATION. Point of Contact: Damon Hodges, City Administrator and Dave Turner, Parks and Recreation Director.

ADJOURNMENT

MINUTES
RAYTOWN BOARD OF ALDERMEN
DECEMBER 19, 2023
REGULAR SESSION NO. 17
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:00 P.M.

Mayor Michael McDonough called the December 19, 2023, Board of Aldermen Regular meeting to order at 7:00 p.m. Timmy Hensel of the 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 Ian Scott, Alderman Jim Aziere, Alderman Loretha Hayden, Alderman Ryan Myers, Alderman Janet Emerson, Alderman Theresa Garza, Alderman Bill Van Buskirk, Alderman Diane Krizek

Absent: Alderman Bonnaye Mims

Proclamations/Presentations

Tim Ross of the APWA KC made a presentation to Joey Carley.

Alderman Mims joined the meeting at 7:14 p.m.

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 Hayden, Mims, Van Buskirk.

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 December 5, 2023 Board of Aldermen Meeting
   Minutes from the December 7, 2023 Special Board of Alderman Meeting

DRAFT

R-3569-23: A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF ANGEL ABERCROMBIE TO THE TAX INCREMENT FINANCING COMMISSION. Point of Contact: Teresa Henry, City Clerk.

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

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

NEW BUSINESS

2. **FIRST READING: Bill No. 6653-23, Section V-A: AN ORDINANCE** AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR INMATE DETENTION HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY MISSOURI SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED $90,000.00 FOR FISCAL YEAR 2023-2024. Point of Contact: Robert Kuehl, Police Chief.

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

Captain Dyon Harper, Raytown Police Department, presented the item and remained for any discussion.

Alderman Mims, seconded by Alderman Garza, made a motion to suspend the rules and hold an immediate second reading. The motion was approved by a vote of 8-2.

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

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

Alderman Myers, seconded by Alderman Hayden, made a motion to adopt. The motion was approved by a vote of 10-0.

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

Became ordinance 5745-23.

3. **FIRST READING: Bill No. 6654-23, Section V-A: AN ORDINANCE** AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR INMATE DETENTION HOUSING SERVICES BY AND BETWEEN VERNON COUNTY MISSOURI SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED $10,000.00 FOR FISCAL YEAR 2023-2024. Contact: Robert Kuehl, Police Chief.

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

Captain Dyon Harper, Raytown Police Department, presented the item and remained for any discussion.

Alderman Mims, seconded by Alderman Emerson, made a motion to suspend the rules and hold an immediate second reading. The motion was approved by a vote of 8-2.

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

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

DRAFT

Alderman Van Buskirk, seconded by Alderman Scott, made a motion to adopt. The motion was approved by a vote of 10-0.

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

Became ordinance 5746-23.

4. **FIRST READING: Bill No. 6655-23, Section XVII: AN ORDINANCE** AMENDING CHAPTER 28 TO INCLUDE NEW SECTIONS REGARDING UNLAWFUL TENTING AND LOITERING. Point of Contact: Robert Kuehl, Police Chief.

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

Captain Dyon Harper, Raytown Police Department, presented the item and remained for any discussion.

Alderman Mims, seconded by Alderman Scott, made a motion to suspend the rules and hold an immediate second reading. The motion was approved by a vote of 10-0.

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

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

Alderman Van Buskirk, seconded by Alderman Garza, made a motion to adopt. The motion was approved by a vote of 10-0.

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

Became ordinance 5747-23.

5. **R-3570-23: A RESOLUTION** AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 5, 2017. 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 and remained for any discussion along with Debbie Duncan, Human Resources Manager.

Alderman Scott, seconded by Alderman Hayden, made a motion to adopt. The motion was approved by a vote of 10-0.

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

6. **R-3571-23: A RESOLUTION** AMENDING THE AGREEMENT WITH MCANANY CONSTRUCTION INC. FOR THE 2023 ULTRATHIN BONDED ASPHALT SURFACE PROJECT IN THE AMOUNT OF $4,967.00 FOR A TOTAL PROJECT AMOUNT OF $656,040.00. 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 Myers, seconded by Alderman Emerson, made a motion to adopt. The motion was approved by a vote of 10-0.

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

7. **R-3572-23: A RESOLUTION** AMENDING FISCAL YEAR 2023-2024 BUDGET TO REAPPROPRIATE VARIOUS EXPENDITURES INCOMPLETE FROM THE PREVIOUS YEAR. Point of Contact: Michael Graham, Finance Director.

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

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

Alderman Myers, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 10-0.

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

8. **R-3573-23: A RESOLUTION** AMENDING FISCAL YEAR 2022-2023 BUDGET TO REALLOCATE VARIOUS EXPENDITURES BETWEEN DESIGNATED FUNDS BUDGET ADJUSTMENTS. Point of Contact: Michael Graham, Finance Director.

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

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

Alderman Emerson, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 10-0.

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

ADJOURNMENT

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

The meeting adjourned at 8:11 p.m.

_____
Teresa M Henry, City Clerk, MRCC

DRAFT

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 12/29/2023

MEETING DATE: January 2, 2024

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Resolution

SUBJECT/REQUEST

Reappointment of George Koepp to the Tax Increment Financing Commission.

BACKGROUND/JUSTIFICATION

The Tax Increment Financing Commission (TIF) was established pursuant to Ordinance 4121-95, amended by Ordinance 4889-03, and provides for the appointment of six (6) TIF Commissioners appointed by the Mayor with the approval of the Board of Aldermen. The term of the members is for four (4) years and the terms are required to be staggered to provide consistent and experienced leadership.

George Koepp is currently serving a 4-year term on the TIF Commission with such term expiring November 1, 2021 or until a successor is duly appointed, and the Mayor is recommending George Koepp be reappointed for a 4-year term, expiring November 1, 2025.

RECOMMENDED MOTION

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
From Account Name and #:	Amount:
To Account Name and #:	Amount:

REVIEWED BY

Teresa Henry

Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Reappointing George Koepp-TIF Commission 2024
2. Reso Reappointing George Koepp-TIF Commission 2024-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-3574-24

A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF GEORGE KOEPP TO THE TAX INCREMENT FINANCING COMMISSION

WHEREAS, Ordinance 4121-95, as amended by Ordinance 4889-03, provides for the appointment of a Tax Increment Financing (TIF) Commission within the City of Raytown; and

WHEREAS, six (6) members of the TIF Commission are appointed by the Mayor with consent of a majority of the Board of Aldermen; and

WHEREAS, in addition to the members appointed by the City, such TIF Commission is comprised of two (2) members appointed by the Raytown Consolidated School District Number 2, two (2) members appointed by Jackson County and one (1) member is appointed by the other taxing jurisdictions within the City who are all appointed at the time a Tax Increment financing Plan is submitted for consideration; and

WHEREAS, George Koepp is serving a 4-year term on the TIF Commission with such term expiring in November 1, 2021 until a successor is duly appointed, and the Mayor desires to reappoint George Koepp to a 4-year term on the TIF Commission, expiring November 1, 2025; 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 George Koepp, 10801 E. 350 Highway, Raytown, Missouri is hereby reappointed as a member of the Tax Increment Financing Commission to a 4-year term expiring on November 1, 2025, 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 2nd day of January, 2024.

_____
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, December 27, 2023 4:27:48 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: 2023-12-27
Full Name: George N Koepp
Street Address: 10801 E 350 Hwy
Address City, State, Zip: Raytown MO 64138
Phone: (816)353-3646
Fax: (866)462-7713
Email: GEORGE.KOEPP@EDWARDJONES.COM
Which board would you like to serve on?: Tiff Commission
I would like to serve on this Board or Commission because: Local business owner, and additionally looking to purchase property in the Raytown area in the near future. (Non Tiff property)
My strength(s) on this Board/Commission will be: Financial knowledge.
Trade/College/University/Degree/Date: Missouri state Degree not completed
University of Phoenix business degree not completed.
Current Employer/Address/Position: Edward Jones Investments
Financial Advisor for 17+ years
Raytown MO.
2006-present
Past Employers/Address/Position/Dates: Fiorella's Jack Stack BBQ
2000-2006
Organization/Leadership Position(s)/Membership Date(s): Past president of Raytown Rotary
Member of the Overland Park Masonic Lodge
Truman Heartland Community Foundation Paul M Thompson Professional Advisor of the year 2019.
Various leadership positions within my firm.
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: 12/29/2023

MEETING DATE: January 2, 2024

SUBMITTED BY: **DEPARTMENT: Parks**

Document Type: Resolution

SUBJECT/REQUEST

Approval of the 23-24 FY mowing contract

BACKGROUND/JUSTIFICATION

The Raytown Parks Department reached the end of its mowing contract after the end of the FY22-23 mowing season. The Parks Department put out to bid a mowing contract for FY 23-24 mowing duties on November 2nd. There were four bids collected on November 29th with the lowest bidder being Mowers Ahead Lawn & Landscaping LLC. This is a local contractor that has solid references.

RECOMMENDED MOTION

Staff recommends awarding the contract to the low bidder, Mowers Ahead Lawn & Landscaping LLC.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

Raytown Park Board

FINANCIAL IMPACT

Contractor: Mowers Ahead	
Amount of Request/Contract: $48,000	
Amount Budgeted: $50,000	
From Account Name and #: 201-92-00-100-53999	Amount:
To Account Name and #:	Amount:

REVIEWED BY

Damon Hodges

Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Parks Mowing 2023-2024
2. 2023 Mowing bid tabulation
3. FY23-24 Mowing Agreement
4. Dec. 18

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)	Y	
Bid/RFP/RFQ Tabulation:	Y	
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

RESOLUTION NO.: R-3575-24

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH MOWERS AHEAD LAWN & LANDSCAPING LLC. FOR MOWING SERVICES IN AN AMOUNT NOT TO EXCEED $48,000.00 FOR FISCAL YEAR 2023-2024

WHEREAS, the City Parks & Recreation Department solicited sealed bids from qualified firms interested in providing mowing services to Raytown park areas; and

WHEREAS, the Parks & Recreation Department received four (4) sealed bids in response which were opened on November 29, 2023; and

WHEREAS, Mowers Ahead Lawn & Landscaping LLC. submitted its bid and was determined to be the lowest and best bidder qualified to provide such services; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve an agreement with Mowers Ahead Lawn & Landscaping LLC. in an amount not to exceed $48,000.00 for fiscal year 2023-2024.

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

THAT an agreement for mowing services of park areas with Mowers Ahead Lawn & Landscaping LLC. as set forth in “Exhibit A” for such purposes in an amount not to exceed $48,000.00 for fiscal year 2023-2024 is hereby authorized and approved; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 2nd day of January, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Raytown Parks Bid Tabulation
23/24 Parks mowing contract

11/29/2023

contractor	price per mow	based on 16 mowings total contract amt
RPM Mowing	$2,365	$37,840
Mowers Ahead	$1,135.50	$18,168
DLLC Dupree Landscaping	$3,232	$51,712
Hometown LLC	$5,500	$88,000

CITY OF RAYTOWN, MISSOURI

AGREEMENT BETWEEN CITY AND CONTRACTOR

THIS AGREEMENT is made in Jackson County, Missouri, by and between the City of Raytown, Missouri, [hereinafter "City"], and _____, [hereinafter "Contractor"]. City intends to contract with Contractor for following described services [hereinafter "Project"] in Raytown, Missouri:

2024 Raytown Parks Contract Mowing Project
(Locations noted in Bid Form)

In consideration of the compensation to be paid to Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, City for itself and its successors, and Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. By executing this Agreement, Contractor represents to City that Contractor is professionally qualified to do this Project and if required, is licensed to practice the services being offered by all public entities having jurisdiction over Contractor and the Project. Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the Project as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement; all Work to be done in a good, substantial and workmanlike manner and to the satisfaction of City, and in accordance with the laws of the City of Raytown, the State of Missouri and the United States of America.

Contractor shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of the Agreement, the parties anticipate that the following individual will perform as the Contractor's Principal on the 2024 Raytown Parks Mowing contract. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Contractor. So long as the individual named above remains actively employed or retained by the Contractor, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties.

The Parks Department shall designate Tony Mesa, 816-358-4100 as the Project Representative to represent City in coordinating this project with Contractor, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Head, and if applicable, City Administrator and/or Governing Body/Change Order Committee, shall be required to approve any increase in Project cost.

ARTICLE II. City agrees to pay Contractor for the actual work performed on the Project at the rates set forth in the Bid Form, which is attached hereto and incorporated by reference into this Agreement, the total of which shall not exceed a maximum total mowing budget.

ARTICLE III. The contractor shall bill City weekly or monthly for all work performed. The bill submitted by Contractor shall itemize the work for which payment is requested, **with an invoice to the Parks and Recreation Department.** City agrees to pay Contractor within thirty (30) days of approval unless a "Quick Pay" discount option is made available to us. Payment by the City will be made by check. All checks will be mailed to Contractor's place of business, without exception and may not be picked up in person by Contractor. All money not paid when due as provided above shall bear interest at the rate specified by Missouri State Stature, RSMo 34-057. The contractor agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by federal law.

ARTICLE IV. Unless otherwise provided in this Agreement, execution of this agreement will commence on April 1, 2024. All work at each site will be initiated by the Parks & Recreation Department. Time is of the essence. All work under this contract shall be completed prior to October 31, 2024.

ARTICLE V. Contractor is an independent contractor and as such is not an agent or employee of City. Additionally, Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of this Agreement or any portion hereof, without previous written consent of City. No subcontracts or other transfer of this Agreement shall release Contractor of its liability under this Agreement.

ARTICLE VI. Contractor agrees to secure and maintain throughout the duration of this Agreement (on an occurrence basis unless otherwise agreed to), insurance of such types and in at least such amounts as required herein from an insurance company licensed to do business in the State of Missouri and from a company which carries a Best's Policyholder rating of "A" or better and carries at least a Class "X" financial rating, unless otherwise agreed to by the City. Contractor shall provide certificate(s) of insurance confirming the required protection on standard Acord forms. The certificate(s) are to be filed with City prior to commencement of any work. The city shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s).

Excess/Umbrella Liability

Each Occurrence $2,000,000
Aggregate.....$2,000,000

General Liability

Limits

Each Occurrence .....$ 1,000,000
Damage to Rented Premises.....$100,000
Medical Expense Limit.....$5,000
Personal & Advertising Injury.....$ 1,000,000
General Aggregate Limit.....$ 2,000,000
Products/Completed Operations
.....$1,000,000
General Aggregate.....$1,000,000
Fire Damage Limit.....$50,000

Policy **MUST** include the following conditions:

(a) Contractual Liability and Independent Contractors; and
(b) Explosion, Collapse & Underground, if applicable.

City of Raytown will be listed as Additional Insured on proof of insurance document.

Automobile Liability

Policy shall protect the contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

A) Any Auto
OR
B) All Owned Autos.
Hired Autos; and
Non-Owned Autos

Minimum Limits
Automobile Liability

Combined Single Limit……	$ 1,000,000
Each Occurrence Limit……	$ 1,000,000
Medical Expense Limit……...	$ 5,000

Notwithstanding the foregoing, should Contractor not own any automobiles, the automobile liability requirements shall be amended to allow Contractor to maintain only Hired and Non-Owned Auto protection.

Workers' Compensation
Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, $1,000,000 from a single carrier.

Employers' Liability

Bodily Injury by Accident:	$1,000,000 Each Accident
Bodily Injury by Disease:	$500,000 Policy Limit
Bodily Injury by Disease:	$500,000 Each Employee

ARTICLE VII. For purposes of this Agreement, Contractor hereby agrees to indemnify and hold harmless City, its employees and agents from any and all loss where loss is caused or incurred in whole or in part as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents and subcontractors /assignees and their respective servants, agents and employees.

It is agreed as a specific element of consideration of this contract that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any third party's joint, concurrent or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Contractor's obligation hereunder shall not include amounts attributable to the fault or negligence of City or any third party for whom Contractor is not responsible.

In the case of any claims against City, its employees or agents indemnified under this contract, by an employee of Contractor, its affiliates, subsidiaries, or subcontractor/assignees, the indemnification obligation contained in this contract shall be limited to those losses caused by the negligence of Contractor but, shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Contractor, its affiliates, subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts. Contractor's obligation hereunder shall not include amounts attributable to the fault or negligence of City or any third party for whom Contractor is not responsible.

ARTICLE VIII. City reserves the right to terminate this Agreement for cause or for convenience and without cause or default by providing ten (10) days written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall, at City's option as contained in the notice: (1) immediately cease all work; or (2) meet with the City's Project Representative and, subject to City's approval, determine what work shall be required of Contractor in order to bring the project to a reasonable termination in accordance with the request of the City. If the City terminates this Agreement for convenience and without cause, the City shall compensate Contractor for all work

completed to date of its receipt of the termination notice and for any additional work the parties might agree is reasonably necessary to bring the project to a reasonable termination point. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. If the City shall terminate for cause or default on the part of Contractor, City shall compensate Contractor for the reasonable cost of its work completed to date of receipt of its termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. The City also retains its rights and remedies against Contractor including but not limited to its rights to sue for damages, interest and attorney fees.

ARTICLE IX. Contractor specifically acknowledges and confirms that: 1.) Contractor has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and knowingly accepts same; 2.) Contractor has furnished copies of this Agreement to Contractor's insurance carrier(s); and 3.) Contractor's insurance carrier(s) agree to be bound as specified in this Agreement, as set forth in the insurance policy(ies) pertaining to liability coverage. 4.) Contractor has given Parks and Recreation Director written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the Parks and Recreation Director is acceptable to Contractor.

ARTICLE X. City and Contractor specifically agree that this Agreement is not intended to create any third-party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE XI. City and Contractor agree to the following additional condition(s):

1. The number of mowings is estimated and is not guaranteed. In some years there will be fewer mowings due to dry weather, and in other years there will be more mowings due to wet weather.
2. All mowing will be scheduled to control the frequency and start date of the mowing contract. In general, this will be weekly or as weather conditions allow.
3. All billing, scheduling, and inspecting will be initiated by the Parks Department.
4. The City will award the contract according to the most advantageous (to the City).

ARTICLE XII. If the contractor and owner agree, this contract may be renewed for a period of not more than two (2) additional contract periods, within 90 days of the conclusion of the current contract period.

If the renewal option(s) is exercised, the Contractor shall charge the **Parks Department** the same prices as quoted originally, except with the provision that the Contractor may increase their charge by an amount not-to-exceed the percentage quoted with this original bid. However, the **Parks Department** is under no obligation to pay the maximum increased price and may negotiate for the most advantageous price.

Renewal options will be considered in the evaluation of this bid. Bids will be evaluated on first year pricing as well as renewals.

ARTICLE XIII. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except by written agreement signed by both parties.

ARTICLE XIV. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Missouri.

ARTICLE XV. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE XVI. Contractor shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the work. Contractor shall secure all occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

ARTICLE XVII. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site. The construction safety program shall include a course in construction safety and health that is approved by OSHA, or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as a stringent as an approved OSHA program as required by Section 292.675, RSMo.

All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period.* If they cannot do so within 20 days of a request for such documentation, they must be removed from the project.

Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

ARTICLE XVIII. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00) plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Article XVI above.

The penalty described in the first paragraph of this Article shall not begin to accrue until the time periods described in Article XVII above have lapsed.

Violations of Article XVII above and imposition of the penalty described in this Article shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIX. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

ARTICLE XX. Start and end times for mowing shall be as stated in the Specifications Section.

ARTICLE XXI. A "PDF" copy of this bid can be obtained at **www.raytownparks.com** **,** located near the bottom of the home page – "***Bids in Progress"***.

ARTICLE XXII. During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex,

national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

ARTICLE XXIII. City and Contractor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

ARTICLE XXIV. City and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

ARTICLE XXV. Pursuant to 2825.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- Submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- Providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2: a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XXVI. Should any provision of this Agreement or the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Raytown, Missouri has caused this Agreement to be executed on its behalf and Contractor through Contractor's duly authorized officer or representative has executed two (2) counterparts of this Agreement in the prescribed form and manner, the day and year first above written.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement)

OWNER:	CONTRACTOR:
CITY OF RAYTOWN, MO	_____
By: print Damon Hodges	By: print _____

sign _____

title City Administrator

sign _____

title _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: print Teresa Henry

sign _____

title City Clerk

Attest: print _____

sign _____

title _____

Address for giving notices:

Raytown City Hall

10000 E. 59th Street

Raytown, MO 64133

Address for giving notices:

_____

_____

_____

License No.: _____
(Where applicable)

(Owner is a public body, attach evidence of authority to sign & resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

_____

Raytown Park Board
Minutes
December 18, 2023

Attendance:
Park Board: Robbie Tubbs, Dave Thurman, Brian Morris, Evan Gorrell, Jules Sneddon, Brent Hugh (zoom),
Staff: Dave Turner, Tony Mesa, Gage Colton and Mary Ann McCormick
Guests: Alderman Loretha Hayden

A quorum was declared present and the meeting was called to order at 7:00 pm. Dave Thurman made a motion to approve the minutes from November 20, 2023. Evan Gorrell seconded and the motion passed.

Reports of Officers:
President – no report
Vice President – no report

Reports of Standing & Special Committees:
Personnel – no report
Finance – no report
Program – no report
Buildings & Grounds – no report
Main Street is working with Spire to get the Community Gardens ready for spring. The Black & White Piccadilly event is March 8th.
Rice Tremonti – no report

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. Brian Morris made a motion to approve the contract with Mowers Ahead for the 2024 mowing season. Jules Sneddon seconded and the motion passed.
2. Personnel job duties survey – the Board of Alderman is hiring a company to do a personnel job duties survey.
3. Even Gorrell made a motion to move the January 2024 meeting from January 15, 2024 to January 22, 2024. Dave Thurman seconded and the motion passed.
4. Brian Morris made a motion to adjourn at 7:40 pm. Evan Gorrell seconded and the motion passed.

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 12/29/2023

MEETING DATE: January 2, 2024

SUBMITTED BY: **DEPARTMENT: Community Development**

Document Type: Resolution

SUBJECT/REQUEST

Resolution Authorizing expenditures for the Minor Home Repair Program, which are above the City Administrator's authority, but are within the budgeted amount.

BACKGROUND/JUSTIFICATION

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

- Exterior Painting;
- Roof Repair and Replacement;
- Repair Decks and Porches;
- Repair Driveways;
- Repair and Replace Flashing and Guttering;
- Repair and Replace Siding;
- Tree Trimming for House Safety; and
- Yard Cleanup and other approved minor home repairs

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

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

gifts in kind. Examples of this include paint which is donated from Valspar. Other partners include CertainTeed, Dow, Cree, Whirlpool and many others.

RECOMMENDED MOTION

Recommend approval for spending up to the budgeted amount for home repairs.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted: $50,000.00	
From Account Name and #: 101-82-00-100-53597	Amount: $50,000.00
To Account Name and #:	Amount:

REVIEWED BY

Diane Egger
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Truman Heritage Habitat for Humanity 2023-2024
2. Raytown Contract 2024 Home Repair Program Agreement (002)

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-3576-24

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH TRUMAN HERITAGE HABITAT FOR HUMANITY FOR THE OPERATION OF A MINOR HOME REPAIR PROGRAM IN AN AMOUNT NOT TO EXCEED $50,000.00 FOR FISCAL YEAR 2023-2024

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

WHEREAS, the Board of Aldermen find that it is in the best interest of the City to enter into an agreement with Truman Heritage Habitat for Humanity to implement a minor home repair program in an amount not to exceed $50,000.00;

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

THAT the agreement by and between the Truman Heritage Habitat for Humanity to implement a minor home repair program in an amount not to exceed $50,000.00 is hereby authorized and approved;

FURTHER THAT the City Administrator and/or his designee is hereby authorized to execute all documents necessary to this transaction and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 2nd day of January, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer Baird, City Attorney

FY24 AGREEMENT FOR

"Home Repair Program"

By and Between the

City of Raytown

and

Truman Heritage Habitat for Humanity, Inc.

Dated: November 1, 2023

AGREEMENT BETWEEN THE CITY OF RAYTOWN, MISSOURI

and

TRUMAN HERITAGE HABITAT FOR HUMANITY, Inc.

for

City of Raytown "Home Repair Program"

THIS AGREEMENT is effective November 1, 2023, by and between the City of Raytown, Missouri, (herein called the "Grantor") and Truman Heritage Habitat for Humanity, Inc., a Missouri not-for-profit corporation, (herein called the "Grantee").

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

WHERAS, the City of Raytown has budgeted $50,000 for a minor home repair to assist low-moderate income homeowners with exterior home, and property, repairs and improvements; and

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

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

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

I. SCOPE OF SERVICE

A. Activities

1. The Grantee will be responsible for administering a program entitled Raytown Home Preservation Program (HP Program) from the execution date of this Agreement to October 31, 2024, in a manner satisfactory to the Grantor and consistent with any standards required as a condition of providing these funds as set forth in this Agreement. This program will provide up to $5,000 no interest loans or grants (or loans with discounted repayments) to low-to-moderate income homeowners for necessary repairs on their houses. Loans and grants shall be approved in accordance with Exhibit A of this Agreement on a first come, first served basis for eligible households. City of Raytown funds will be used to provide for direct home repair costs, as well as, salary and costs for the Grantee and certain other operating expenses, based on the budget in Exhibit B of this Agreement.

B. Levels of Accomplishment

The Grantee agrees to provide HP Program services to a minimum number of 10 low and moderate income households (i.e., $50,000 overall program budget divided the

maximum cost/house of $5,000 = 10 households as the goal). More than ten households may be served based on the actual program service costs of the first eight households served. As many households as possible will be served up to program service costs of $50,000. The Grantee shall submit reports to the Grantor on the last day of each month the Agreement is in effect on the number of households requesting assistance, the number and location of each household approved with the scope of project, project cost information and the number and location of each project completed with a description of completed project scope, detailed project cost, a narrative of the need and benefits related to the service provided to the homeowner and other information the City may request. A detailed final report will be provided to the city on final program activities and accomplishments prior to the closeout of the Agreement.

C. Performance Monitoring

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

D. Monitoring Site Visits

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

II. TIME OF PERFORMANCE

Services of the Grantee shall start on November 1, 2023, and end by October 31, 2024. The term of this Agreement and the provisions herein shall be extended as needed upon mutual agreement between the Grantor and the Grantee.

III. BUDGET

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

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantor under this Agreement shall not exceed the amount listed in Exhibit B to this Agreement (i.e., $50,000).

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

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

V. NOTICES

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

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

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

VI. SPECIAL CONDITIONS

A. Non-profit, Tax-Exempt Organization

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

VII. GENERAL CONDITIONS

A. "Independent Contractor"

Nothing contained in this Agreement is intended to, nor shall be construed in any manner as, creating or establishing the relationship of employer/employee between the parties. The Grantee shall always remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantor shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance.

B. Hold Harmless

The Grantee shall hold harmless, defend, and indemnify the Grantor from any and all

claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter called for in this Agreement, including reasonable court costs and attorney fees.

C. General Release

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

D. Insurance & Bonding

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

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

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

E. Grantor Recognition

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

F. Amendments

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

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

G. Suspension or Termination

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

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

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

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

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

B. Documentation and Record-Keeping

1. Records to be Maintained

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

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

2. Retention

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

retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

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

5. Close-Outs

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

6. Audits & Inspections

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

C. Reporting Requirements

1. Program Income

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

2. Payment Procedures

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

3. Progress Reports

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

IX. ENVIRONMENTAL CONDITIONS

A. Environmental Review

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

X. SUBCONTRACTS

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

XI. SEVERABILITY

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

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

[Grantor]

BY: _____ Date: _____
Damon Hodges
City of Raytown City Administrator

[Grantee]

BY: _____ Date: 10/17/2023
Christina Leakey
Truman Heritage Habitat for Humanity, Inc. President & CEO

ATTEST: _____ Date: _____
Teresa Henry, City Clerk

APPROVED AS TO FORM

_____ Date: _____
Jennifer Baird, City Attorney

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 10/17/2023

MEETING DATE: January 2, 2024

SUBMITTED BY: **DEPARTMENT: Parks**

Document Type: Ordinance

SUBJECT/REQUEST

To approve the rental agreement between the City of Raytown Parks Dept and the Rice-Tremonti Board for the rental of the home at 8805 E 66th ST.

BACKGROUND/JUSTIFICATION

The agreement states that the Rice-Tremonti board will maintain the home at 8805 E 66th ST and bring it into compliance with the city codes for rental properties. By maintaining the property and making repairs and updates at their own expense, the Rice-Tremonti board will then keep the rental pay for the home. The home at 8805 E 66th ST, was purchased by the Parks Dept in 2008, and the Parks were repaid in full in 2018 by the Rice-Tremonti board. The home was purchased with the intent to be a profitable enterprise for the Rice-Tremonti board, so that they could use the revenue from the rental property to fund the maintenance and upkeep of the Rice-Tremonti historical home at 8801 E 66th ST. The Rice-Tremonti board has been maintaining the rental home at their own expense since 2008.

This current rental agreement is to solidify the relationship of the Rice-Tremonti board as the caretakers of the rental property, and to ensure compliance with the City of Raytown rental regulations.

RECOMMENDED MOTION

Staff makes the recommendation to approve the rental agreement.

PREVIOUS ACTION

There was an original agreement for the Rice-Tremonti board to pay for the home's purchase price in full, which was completed in 2018. There was no further contract stating the responsibilities of the group moving forward past that date.

COMMISSION/COMMITTEE REVIEW

Approved by the Park Board on October 16th, 2023.

FINANCIAL IMPACT

Contractor:	

Amount of Request/Contract:	
Amount Budgeted:	
From Account Name and #:	Amount:
To Account Name and #:	Amount:

REVIEWED BY

Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ord Real Estate Agreement-Rice Tremonti Homesite 2024
2. Lease Agreement - Friends of Rice-Tremonti - REVISED 11-16-23
3. 10-16-23

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)		on file
Bid/RFP/RFQ Tabulation:	X	
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL REAL ESTATE LEASE AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI, THE CITY OF RAYTOWN, MISSOURI PARK DEPARTMENT AND THE FRIENDS OF RICE-TREMONTI HOME ASSOCIATION

WHEREAS, this Real Estate Lease Agreement between the City of Raytown Park Department, and City of Raytown, Missouri, ("Lessors"), Missouri municipal corporations, and the Friends of Rice-Tremonti Home Association ("Lessee"), a Missouri nonprofit corporation. The Lessors and Lessee may hereinafter also be referred to individually as the "Party" and collectively as the "Parties."

WHEREAS, City of Raytown Park Department owns real property in the City of Raytown, Missouri generally located at 8801 E. 66th Street (Rice-Tremonti home site) and the City of Raytown, Missouri owns real property generally located at 8805 E. 66th Street (lot that abuts the Rice-Tremonti home on the east side) (the "Properties"); and

WHEREAS, it is anticipated that the property generally located at 8805 E. 66th Street will be subdivided in the future and a portion of the 8805 E. 66th Street property will be combined with the 8801 E. 66th Street property; and

WHEREAS, Lessee desires to lease said Properties of Lessors; and

WHEREAS, Lessors are agreeable to leasing said Properties to Lessee.

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

SECTION 1 - APPROVAL OF AGREEMENT. That the Real Estate Lease Agreement between the City of Raytown Park Department, and City of Raytown, Missouri, ("Lessors"), Missouri municipal corporations, and the Friends of Rice-Tremonti Home Association ("Lessee"), a Missouri nonprofit corporation. in substantially the same form as attached hereto, marked Exhibit "A" and incorporated herein. is hereby authorized and approved.

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

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ___ day of January, 2024.

_____
Michael McDonough, Mayor

ATTEST:

Approved as to Form

_____
Teresa M. Henry, City Clerk

_____
Jennifer M. Baird, City Attorney

REAL ESTATE LEASE AGREEMENT

THIS REAL ESTATE LEASE AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 2023, by and between City of Raytown Park Department, and City of Raytown, Missouri, ("Lessors"), Missouri municipal corporations, and the Friends of Rice-Tremonti Home Association ("Lessee"), a Missouri nonprofit corporation. The Lessors and Lessee may hereinafter also be referred to individually as the "Party" and collectively as the "Parties."

WHEREAS, City of Raytown Park Department owns real property in the City of Raytown, Missouri generally located at 8801 E. 66th Street (Rice-Tremonti home site) and the City of Raytown, Missouri owns real property generally located at 8805 E. 66th Street (lot that abuts the Rice-Tremonti home on the east side) (the "Properties"); and

WHEREAS, it is anticipated that the property generally located at 8805 E. 66th Street will be subdivided in the future and a portion of the 8805 E. 66th Street property will be combined with the 8801 E. 66th Street property; and

WHEREAS, Lessee desires to lease said Properties of Lessors; and

WHEREAS, Lessors are agreeable to leasing said Properties to Lessee.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the Parties hereby covenant and agree as follows:

1. **Property.** The properties being leased, hereinafter referred to as the "Properties," is land situated in Jackson County, in the State of Missouri, and legally described as follows and shown on the map attached hereto in **Exhibit A** and incorporated herein:

   8801 E. 66th Street
   RNG-32 TWP-48 SEC-05; PT OF SW 1/4 DAF: BEG AT NW COR LOT 1 MORGAN IRIS GARDEN TH; S 287.9' TH E 393.8' TH S 165' M/L TH W 490' M/L TH N 34.11'; TH W 135.63' TH N 400' M/L TH NELY ALG CURV TO RI 30' TH E; 218' M/L TO POB

   8805 E. 66th Street
   LOT 1, EXCEPT THE EAST 80 FEET OF THE NORTH 200 FEET THEREOF MORGAN'S IRIS GARDEN, A SUBDIVISION IN RAYTOWN, JACKSON COUNTY, MISSOURI.

2. **Agreement to Lease.** Lessors agree to lease to Lessee and Lessee agrees to lease from Lessors, according to the terms and conditions set forth herein, the Properties.

3. **Term.** The initial term of this Agreement shall commence as of the date of date first written above ("Commencement Date") and shall continue for ten (10) years (the "Term") or until terminated by either of the Parties pursuant to Section 7 of this Agreement.

4. **Rent.** Lessee shall pay Lessors one dollar ($1.00) per annum.

5. **Care of Property.** Lessee shall have the responsibility to maintain the Properties and any structures and appurtenances located on the Properties in good repair at all times and perform all repairs necessary in a timely manner. Lessee agrees to report any damage or faulty conditions on the Property immediately to Lessors, and to replace with equal quality materials or to pay for any property damaged for any reason other than reasonable wear and tear.

6. **Compliance with All Applicable Laws**. Lessee shall comply with all applicable city, state and federal laws regarding the operation and maintenance of the Properties. This includes compliance with the City's rental regulation requirements should any of the buildings on the Properties be subleased by Lessee to a third party for residential dwellings.

7. **Termination.** Either Party may terminate this Agreement upon the other Party's default of any obligation or term of this Agreement, provided the Party gave written notice of the default to the Party in default and the Party in default failed to correct the default within thirty (30) days of receipt of such notice. In addition, this Agreement can be cancelled by either Party with a 60-day notice or if the tenant that currently resides in the house on 8805 E. 66th Street vacates the premises the Agreement can be cancelled immediately.

8. **Indemnification.** Lessee shall defend, indemnify, and hold the Lessor and its elected or appointed officials, officers, employees and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by Lessee or Lessee's agents, employees, sub-contractors or by others for whom Lessee is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this Agreement or the use of the Properties.

9. **Taxes.** Lessee shall be responsible for paying any tax due for income property, if it is determined by the IRS or other entity that taxes are due for Lessee to rent the house located on 8805 E. 66th Street.

10. **Amendments.** This Agreement shall not be effectively amended, changed, modified, altered or supplemented except with the written consent of both Lessors and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from an action, course of dealing or otherwise.

11. **Notices.** All notices given under this Agreement shall be in writing and shall be deemed valid when delivered in person or by mail, postage prepaid, to the following addresses, or such other addresses as either Party shall hereafter designate by notice given in accordance with this Section:

Notices to Lessors:	City of Raytown, Missouri Attn: City Administrator

10000 E. 59th Street
Raytown, MO 64133

City of Raytown Parks and Recreation Department
Attn: Parks Director
5912 Lane
Raytown, MO 64133

Notices to Lessee: Friends of the Rice-Tremonti Home Association
Attn: President
8801 E. 66th Street
Raytown, MO 64133

12. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.

13. **Governing Law.** The terms of this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Missouri.

14. **Binding Effect.** The covenants and conditions contained in this Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior understandings or agreements of any kind between the Parties preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

16. **Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

17. **Joint Drafting.** The Parties hereto agree that this Agreement has been jointly drafted and each Party has read the terms and provisions of this Agreement, has had an opportunity to seek legal review of the terms of this Agreement, and have agreed to abide by the terms and provisions herein.

18. **Authority.** The undersigned represent that they each have the authority and capacity from the respective Parties to execute this Agreement.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Commencement Date, which is indicated above.

LESSOR: **CITY OF RAYTOWN, MISSOURI**

By: _____
Damon Hodges, City Administrator

ATTEST:

_____
Teresa Henry, City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me, a Notary Public in and for the County and State aforesaid, came Damon Hodges and Teresa Henry, who being by me duly sworn did say that they are the City Administrator and City Clerk, respectively, of **the City of Raytown, Missouri** a Missouri Municipal organization duly authorized and existing under and by virtue of the constitution and laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said body, and that the instrument was signed and sealed in behalf of the City by authority of the governing body and Damon Hodges and Teresa Henry acknowledged said instrument to be the free act and deed of the City.

_____
Notary Public

My commission expires:

_____

LESSOR: **CITY OF RAYTOWN PARK BOARD**

By: _____
Dave Turner, Director of Parks & Recreation

ATTEST:

_____
_____, _____

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me, a Notary Public in and for the County and State aforesaid, came Dave Turner and _____, who being by me duly sworn did say that they are the Director of Parks and Recreation and _____, respectively, of **the City of Raytown Park Board** authorized and existing under and by virtue of the constitution and laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said body, and that the instrument was signed and sealed in behalf of the Park Board by authority of the Park Board and Dave Turner and _____ acknowledged said instrument to be the free act and deed of the Park Board.

_____
Notary Public

My commission expires:

_____

LESSEE: **FRIENDS OF THE RICE-TREMONTI HOME ASSOCIATION**

By: _____
_____, President

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me, a Notary Public in and for the County and State aforesaid, came _____, to me personally known, who, being by me duly sworn did say that he is the _____ of the **FRIENDS OF THE RICE-TREMONTI HOME ASSOCIATION** a non-profit corporation duly authorized and existing under and by virtue of the constitution and laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said body, and that the instrument was signed and sealed in behalf of the Association by authority of its Directors, and _____ acknowledged said instrument to be the free act and deed of the Association.

_____
Notary Public

My commission expires:

_____

EXHIBIT A

E 66 ST
BLUE RIDGE BLVD
8805 E. 66th St.
8801 E. 66th St
KENTUCKY AVE
E

Raytown Park Board
Minutes
October 16, 2023

Attendance:
Park Board: Robbie Tubbs, Dave Thurman, Brian Morris, Jules Sneddon, Evan Gorrell. Zoom: Loretha Hayden
Staff: Dave Turner, Gage Colton, and Tony Mesa, BMX Nate Jonjevic
Guest- Ryan Hoffman

A quorum was declared and the meeting was called to order at 7:02 pm. Brian Morris made a motion to approve the minutes from September 18, 2023. Evan Gorrell seconded and the motion passed.

Reports of Officers:
President – no report
Vice President – no report

Reports of Standing & Special Committees
Personnel – no report
Finance – no report
Program – no report
Buildings & Grounds – no report
Main Street – no report
Rice Tremonti – The festival was a good revenue generator for the group and they are making plans for next year. They have updated their inventory and are selling items not needed for the home.

Reports of Staff:
Director – a written report was distributed.
Superintendent of Parks - a written report was distributed.
Recreation Report - a written report was distributed.

New Business:
1. Nate Jonjevic gave a report on the BMX 2023 season. Nate said their concession has been much more profitable this year, and that the National Race netted the group over $20,000. Their next project is to update the straight away and curve #3 on the track.
2. Brian Morris made a motion to approve the rental agreement for the home at 8805 E 66th ST. Jules seconded and the motion passed. Evan abstained.
3. Discussion on strategies for presenting the Parks Sales Tax needs with the Board of Alderman work session on November 28th.
4. Evan made a motion to approve the fee increases voted on by the Program Committee. The fee increases are Youth basketball raises $4 in 2024, 50+ softball

increases $20 per team, vendor spaces increase to $45 and food vendor booths go up to $60. Brian seconded the motion and the motion passed.

5. Evan made a motion to adjourn, Michael Anderson seconded and passed at 8:30PM.