**AMENDED**
**ADDITION OF A CLOSED SESSION**

**TENTATIVE AGENDA**
**RAYTOWN BOARD OF ALDERMEN**
**JULY 1, 2025**
REGULAR SESSION NO. 6
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.
AND
ONLINE ZOOM WEBINAR

ZOOM.US/JOIN
WEBINAR ID: 892 8504 3963
PASSCODE: 529071

Invocation/Pledge of Allegiance
Roll Call
Public Comments

Comments from the Mayor
Comments from the City Administrator
Committee Reports

## STUDY SESSION

**1. Special Sales Tax Review Committee Report Card FY23-24**
Michael Graham, Finance Director

**2. Mid-Year Financial Presentation**
Michael Graham, Finance 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. 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.

**3a. Approval of the Minutes from the June 17, 2025 Board of Aldermen meeting**

**3b. R-3722-25: A RESOLUTION** AUTHORIZING AND APPROVING THE REAPPOINTMENT OF RALPH MONACO TO THE POLICE OFFICERS' RETIREMENT FUND BOARD OF TRUSTEES. Point of Contact: Teresa Henry, City Clerk.

REGULAR AGENDA

## OLD BUSINESS

4. **SECOND READING: Bill No. 6692-25, Section V-A: AN ORDINANCE** AUTHORIZING AND APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL FOR FUNDING PHASE TWO OF THE LITTLE BLUE RIVER WATERSHED FEASIBILITY STUDY IN AN AMOUNT NOT TO EXCEED $20,885.00. Point of Contact: Robinson Camp, Public Works Director.

5. **SECOND READING: Bill No. 6693-25, Section V-A: AN ORDINANCE** AUTHORIZING AND APPROVING A SURFACE TRANSPORTATION BLOCK GRANT PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR 53rd STREET ROCK ISLAND TRAIL CONNECTION IN RAYTOWN, MISSOURI. Point of Contact: Robinson Camp, Public Works Director.

## NEW BUSINESS

6. **FIRST READING: Bill No. 6694-25, Section IV-A: AN ORDINANCE** AUTHORIZING AND APPROVING A CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE CITY OF RAYTOWN, MISSOURI FOR IRIS (ZTRIP) FLEX TRANSPORTATION SERVICE IN AN AMOUNT NOT TO EXCEED $112,000.00. Point of Contact: Missy Wilson.

7. **FIRST READING: Bill No. 6695-25, Section IV-A: AN ORDINANCE** ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS IN THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Teresa Henry, City Clerk.

8. **R-3723-25: A RESOLUTION** AMENDING FISCAL YEAR 2024-2025 BUDGET TO REALLOCATE VARIOUS EXPENDITURES BETWEEN DESIGNATED FUNDS. Point of Contact: Michael Graham, Finance Director.

## CLOSED SESSION

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

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

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

**ADJOURNMENT**

**TENTATIVE AGENDA**
**RAYTOWN BOARD OF ALDERMEN**
**JULY 1, 2025**
REGULAR SESSION NO. 6
RAYTOWN CITY HALL
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ONLINE ZOOM WEBINAR

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REGULAR AGENDA

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**ADJOURNMENT**

# FY25 Second Quarter Financial Report

CITY OF RAYTOWN

# Six Month (Unaudited)
# As of April 30th, 2025

| Revenue | General Fund | TIF | Transit Sales Tax | Special Revenue Funds | Sanitary Sewer | Total |
|---|---|---|---|---|---|---|
| Property Taxes | $ 1,306,462 | $ 105,629 | | $ 652,503 | | $ 2,064,594 |
| Sales Tax | 3,011,414 | | 880,199 | 1,939,971 | | 5,831,584 |
| Other Taxes | 26,055 | 10,791 | | - | | 36,846 |
| Franchise Taxes | 1,890,387 | | | - | | 1,890,387 |
| Permits and Fees | 279,305 | | | - | | 279,305 |
| Intergovernmenetal | 818,424 | | | - | | 818,424 |
| Service Charges | 35,681 | | | 29,117 | 4,379,296 | 4,444,093 |
| Municipal Court Receipts | 91,377 | | | - | | 91,377 |
| Reimburements, Interest, & Misc | 377,820 | 1,093,676 | 8,455 | 219,675 | 189,241 | 1,888,867 |
| Grants | 16,525 | | | 786,468 | | 802,993 |
| Transfer In | 671,386 | 809,896 | | 3,730,416 | 134,760 | 5,346,458 |
| **Total Revenue** | $ 8,524,836 | $ 2,019,992 | $ 888,653 | $ 7,358,150 | $ 4,703,296 | $ 23,494,928 |
| **Expense** | | | | | | |
| Personal Services | $ 5,598,189 | | | $ 388,511 | $ 489,779 | $ 6,476,479 |
| Supplies, Services, & Charges | 1,200,482 | 62,530 | 110,627 | 260,851 | 2,440,408 | 4,074,899 |
| Repair and Maintenance | 215,525 | | 95,217 | 47,133 | 46,696 | 404,570 |
| Contractual Services | - | | | - | | - |
| Capital Expenditures | 28,775 | | 362,573 | 3,685,312 | 145,322 | 4,221,982 |
| Debt Service | | 2,665,868 | | | 423,576 | 3,089,444 |
| Utilities | 270,677 | | | 36,505 | 6,848 | 314,031 |
| Transfers | 1,299,676 | | 183,806 | 929,863 | | 2,413,346 |
| **Total Expenses** | $ 8,613,324 | $ 2,728,398 | $ 752,223 | $ 5,348,177 | $ 3,552,629 | $ 20,994,751 |
| **Net Income/(loss)** | $ (88,488) | $ (708,406) | $ 136,430 | $ 2,009,974 | $ 1,150,667 | $ 2,500,177 |
| **Beginning Balance** | $ 13,212,378 | $ 4,189,283 | $ 250,320 | $ 6,164,548 | $ 19,051,001 | $ 42,867,530 |
| **Ending Balance** | $ 13,123,890 | $ 3,480,877 | $ 386,750 | $ 8,174,522 | $ 20,201,668 | $ 45,367,707 |

**Bonds Outstanding as of April 30st, 2025**

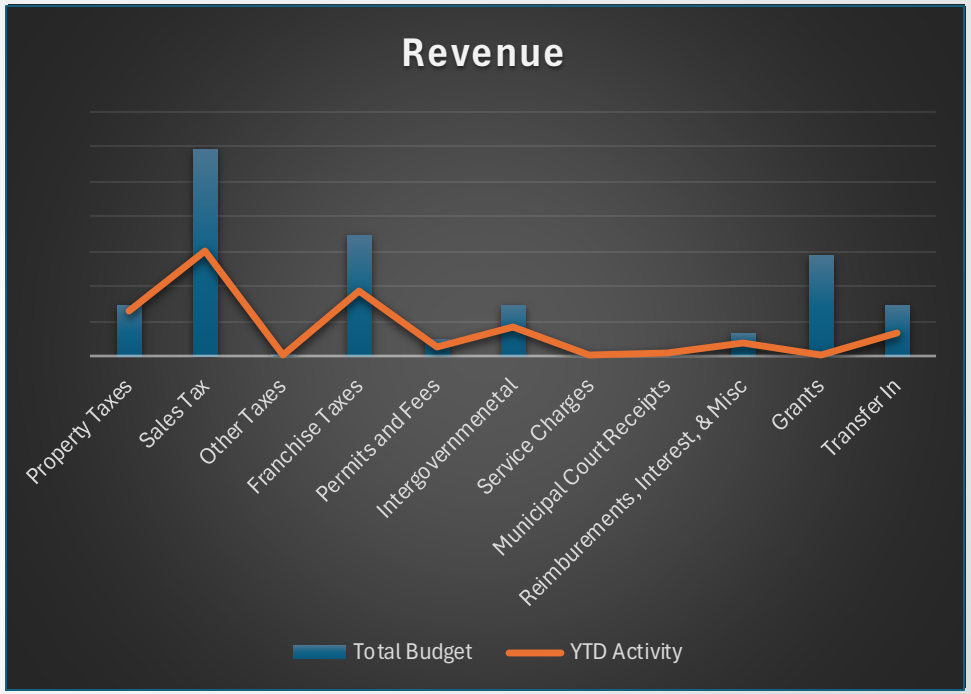
| Fund | Amount |
|---|---|
| TIF | 15,657,697 |
| Sanitary Sewer | 2,739,457 |

# City Of Raytown
# Combined Statement of Revenues, Expenditures, and Fund Balance
# Six Month (Unaudited)
# As of April 30th, 2025

| Revenue | Parks | Capital | Public Safety | Risk | Storm Water | Capital Improvement | Total |
|---|---|---|---|---|---|---|---|
| Property Taxes | $ 652,503 | | | | | | $ 652,503 |
| Sales Tax | 181,873 | 727,488 | 969,987 | | 60,624 | | 1,939,971 |
| Other Taxes | | | | | | | - |
| Franchise Taxes | | | | | | | - |
| Permits and Fees | | | | | | | - |
| Intergovernmenetal | | | | | | | - |
| Service Charges | 29,117 | | | | | | 29,117 |
| Municipal Court Receipts | | | | | | | - |
| Reimburements, Interest, & Misc | 34,423 | 49,873 | 21,790 | 12,246 | 13,559 | 87,783 | 219,675 |
| Grants | 442,754 | 343,714 | | | | | 786,468 |
| Transfer In | | | | 40,000 | 3,690,416 | | 3,730,416 |
| **Total Revenue** | $ 1,340,670 | $ 1,121,074 | $ 991,777 | $ 52,246 | $ 3,764,600 | $ 87,783 | $ 7,358,150 |
| **Expense** | | | | | | | |
| Personal Services | $ 388,511 | | | | | | $ 388,511 |
| Supplies, Services, & Charges | 56,705 | 1,448 | 156,736 | 13,744 | 29,364 | 2,853 | 260,851 |
| Repair and Maintenance | 43,445 | | | | 3,688 | | 47,133 |
| Contractual Services | - | | | | | | - |
| Capital Expenditures | 745,135 | 773,375 | | | 2,166,803 | | 3,685,312 |
| Utilities | 18,995 | | 17,511 | | | | 36,505 |
| Transfers | 17,232 | 137,855 | 763,289 | | 11,488 | | 929,863 |
| **Total Expenses** | $ 1,270,023 | $ 912,678 | $ 937,536 | $ 13,744 | $ 2,211,342 | $ 2,853 | $ 5,348,177 |
| **Net Income/(loss)** | $ 70,647 | $ 208,397 | $ 54,241 | $ 38,501 | $ 1,553,257 | $ 84,930 | $ 2,009,974 |
| **Beginning Balance** | 1,171,749 | 2,318,470 | 1,098,953 | 169,939 | 169,150 | 1,236,287 | 6,164,548 |
| **Ending Balance** | $ 1,242,396 | $ 2,526,867 | $ 1,153,194 | $ 208,440 | $ 1,722,407 | $ 1,321,217 | $ 8,174,522 |

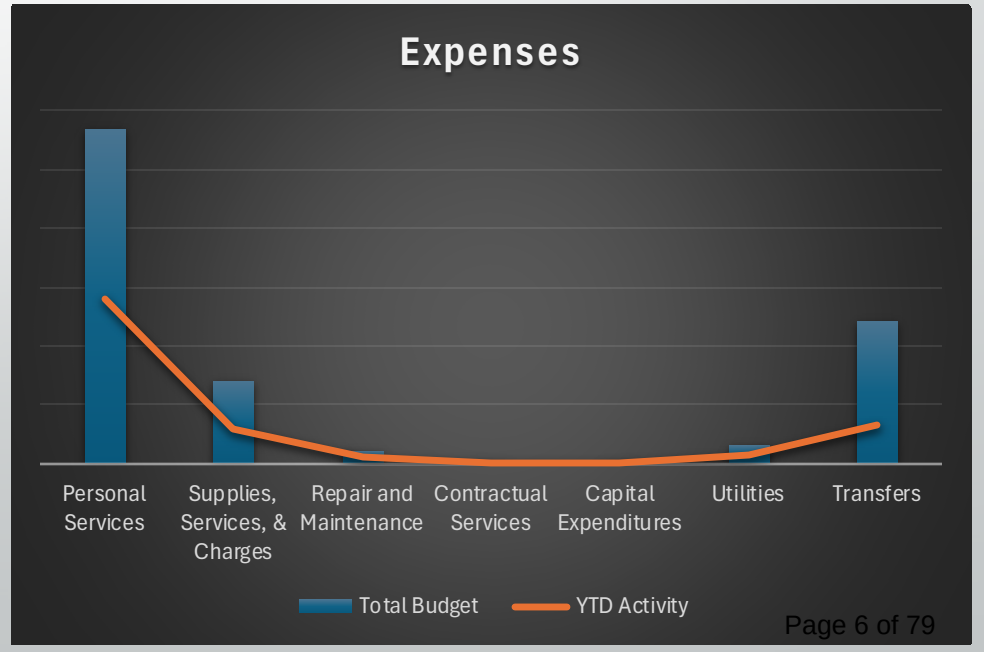
# Fund: GENERAL

| Revenue: | Total Budget | YTD Activity | Remaining Budget | 3-Month Trend |
|---|---|---|---|---|
| Property Taxes | $ 1,475,779 | $ 1,306,462 | $ 169,317 | 89% |
| Sales Tax | 5,905,000 | 3,011,414 | 2,893,586 | 51% |
| Other Taxes | 58,000 | 26,055 | 31,945 | 45% |
| Franchise Taxes | 3,460,000 | 1,890,387 | 1,569,613 | 55% |
| Permits and Fees | 516,600 | 279,305 | 237,295 | 54% |
| Intergovernmenetal | 1,482,500 | 818,424 | 664,076 | 55% |
| Service Charges | 87,850 | 35,681 | 52,170 | 41% |
| Municipal Court Receipts | 168,750 | 91,377 | 77,373 | 54% |
| Reimburements, Interest, & Misc | 644,250 | 377,820 | 0 | 59% |
| Grants | 2,872,377 | 16,525 | 2,855,852 | 1% |
| Transfer In | 1,500,000 | 671,386 | 828,614 | 45% |
| **Total Revenue** | $ 18,171,106 | $ 8,524,836 | $ 9,379,840 | |




| Expense: | Total Budget | YTD Activity | Remaining Budget | 3-Month Trend |
|---|---|---|---|---|
| Personal Services | $ 11,355,098 | $ 5,598,189 | $ 5,756,910 | 49% |
| Supplies, Services, & Charges | 2,834,661 | 1,200,482 | 1,634,179 | 42% |
| Repair and Maintenance | 460,766 | 215,525 | 245,241 | 47% |
| Contractual Services | 0 | 0 | 0 | |
| Capital Expenditures | 30,000 | 28,775 | 1,225 | 96% |
| Utilities | 655,115 | 270,677 | 384,438 | 41% |
| Transfers | 4,875,720 | 1,299,676 | 3,576,044 | 27% |
| **Total Expenses** | $ 20,211,361 | $ 8,613,324 | $ 11,598,037 | |

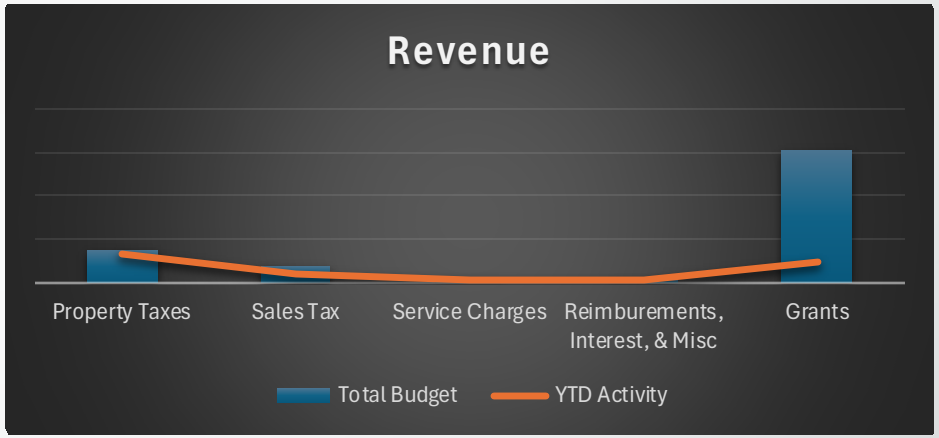
| | | |
|---|---|---|
| Net Income/(loss) | $ (2,040,255) | $ (88,488) |
| Beginning Balance | $ 13,212,378 | $13,212,378 |
| Restricted Funds | $ 1,533,679 | $ 1,533,679 |
| Ending Balance | $ 11,172,123 | $13,123,890 |



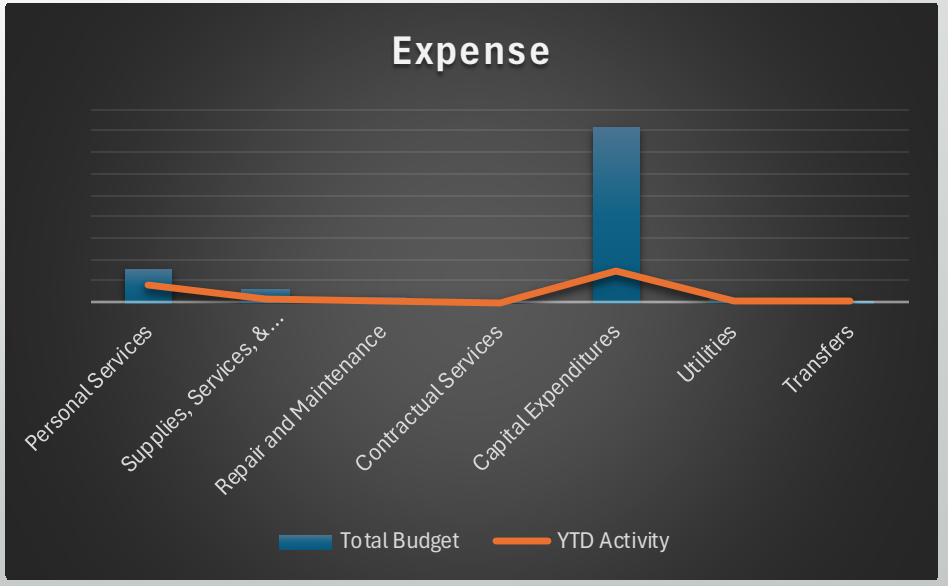
Quarter #2 FY25
4/30/2025

# Fund: PARKS

| Revenue: | Total Budget | YTD Activity | Remaining Budget | 3-Month Trend |
|---|---|---|---|---|
| Property Taxes | $ 739,528 | $ 652,503 | $ 87,025 | 88% |
| Sales Tax | 362,000 | 181,873 | 180,127 | 50% |
| Service Charges | 51,200 | 29,117 | 22,083 | 57% |
| Reimburements, Interest, & Misc | 69,400 | 34,423 | 34,977 | 50% |
| Grants | 3,066,000 | 442,754 | 2,623,246 | 14% |
| **Total Revenue** | $ 4,288,128 | $ 1,340,670 | $ 2,947,458 | |




| Expense: | Total Budget | YTD Activity | Remaining Budget | 3-Month Trend |
|---|---|---|---|---|
| Personal Services | $ 774,983 | $ 388,511 | $ 386,471 | 50% |
| Supplies, Services, & Charges | 316,788 | 56,705 | 260,083 | 18% |
| Repair and Maintenance | 119,800 | 43,445 | 76,355 | 36% |
| Contractual Services | 15,000 | - | 15,000 | 0% |
| Capital Expenditures | 4,089,395 | 745,135 | 3,344,260 | 18% |
| Utilities | 57,300 | 18,995 | 38,305 | 33% |
| Transfers | 35,000 | 17,232 | 17,768 | 49% |
| **Total Expenses** | $ 5,408,265 | $ 1,270,023 | $ 4,138,242 | |




| | | |
|---|---|---|
| Net Income/(loss) | $ (1,120,137) | $ 70,647 |
| Beginning Balance | $ 1,130,076 | $ 1,130,076 |
| Reestricted Balance | $ 41,673 | $ 41,673 |
| Ending Balance | $ 51,612 | $ 1,242,396 |

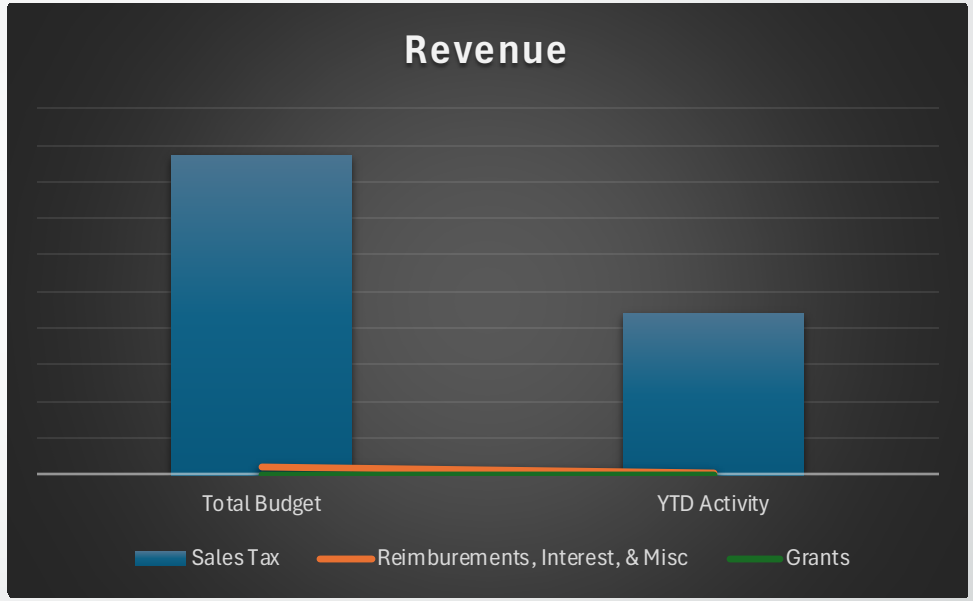
Quarter #2 FY25
4/30/2025

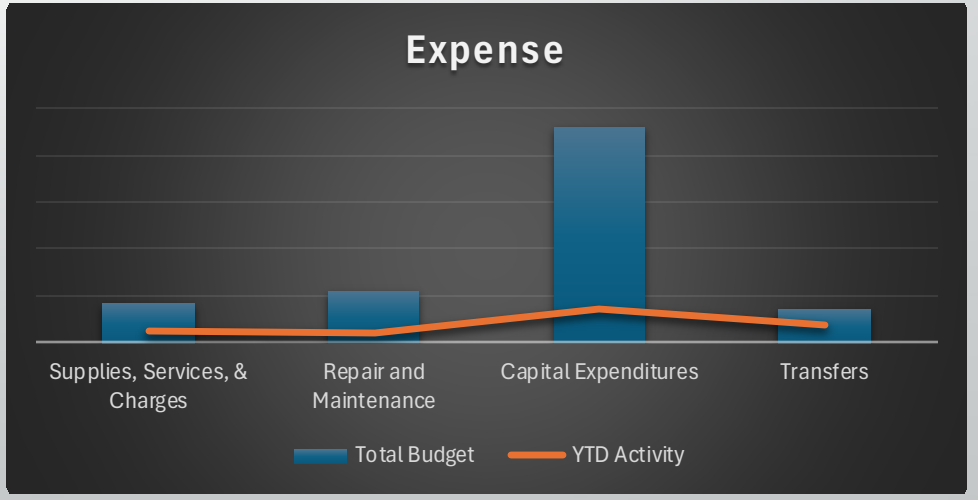
# Fund: TRANSPORTATION

| Revenue: | Total Budget | YTD Activity | Remaining Budget | 3-Month Trend |
|---|---|---|---|---|
| Sales Tax | $ 1,750,000 | $ 880,199 | $ 869,801 | 50% |
| Reimburements, Interest, & Misc | 37,000 | 8,455 | 28,545 | 23% |
| Grants | - | - | 0 | |
| Transfer In | - | | $ - | #DIV/0! |
| | | | $ - | |
| **Total Revenue** | $ 1,787,000 | $ 888,653 | $ 898,347 | |

| Expense: | Total Budget | YTD Activity | Remaining Budget | 3-Month Trend |
|---|---|---|---|---|
| Supplies, Services, & Charges | $ 417,537 | $ 110,627 | $ 306,910 | 26% |
| Repair and Maintenance | 553,276 | 95,217 | 458,059 | 17% |
| Capital Expenditures | 2,295,577 | 362,573 | 1,933,004 | 16% |
| Transfers | 360,000 | 183,806 | 176,194 | 51% |
| **Total Expenses** | $ 3,626,389 | $ 752,223 | $ 2,874,166 | |

| | | |
|---|---|---|
| Net Income/(loss) | $ (1,839,389) | $ 136,430 |
| Beginning Balance | $ 250,320 | $ 250,320 |
| Ending Balance | $ (1,589,069) | $ 386,750 |



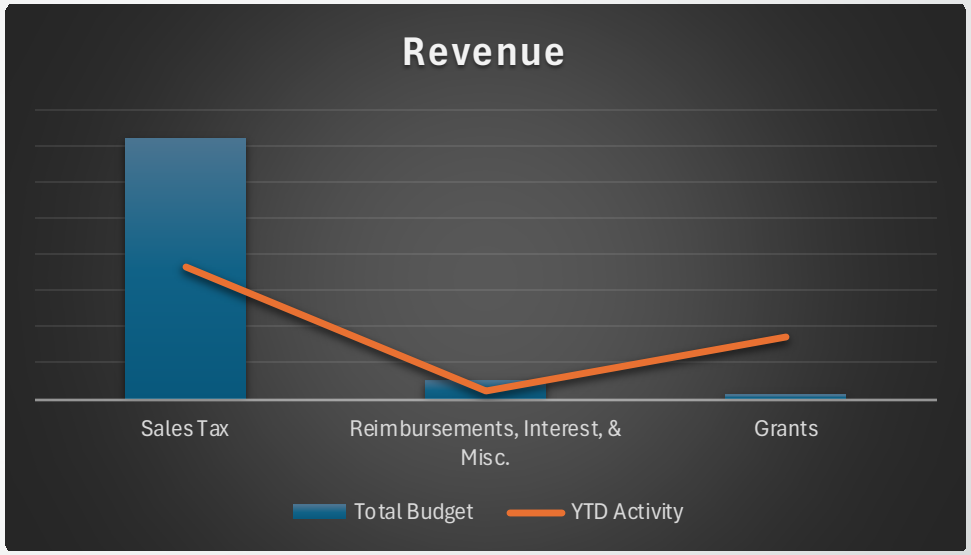
Quarter #2 FY25
4/30/2025

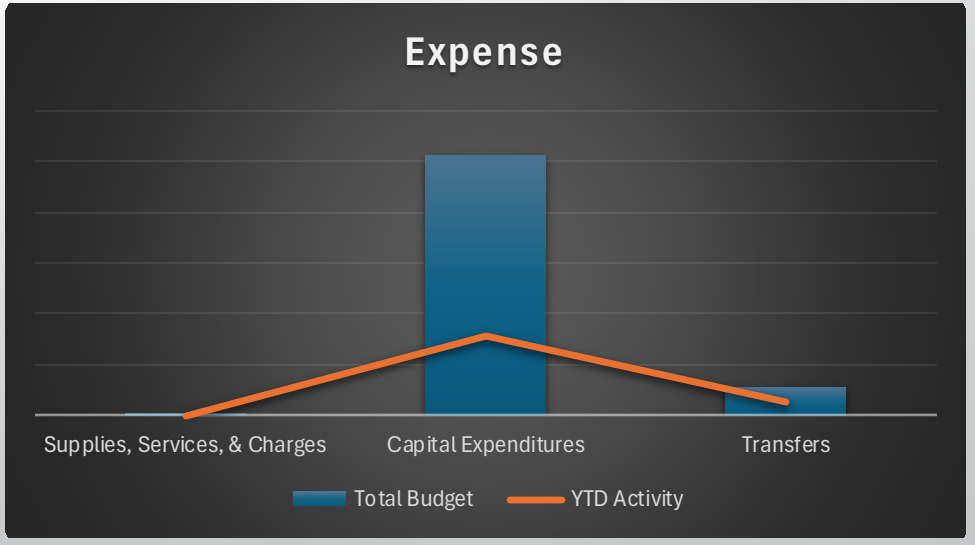
# Fund: Capital Sales Tax

| Revenue: | Total Budget | YTD Activity | Remaining Budget | 3-Month Trend |
|---|---|---|---|---|
| Sales Tax | $ 1,440,000 | $ 727,488 | $ 712,512 | 51% |
| Reimbursements, Interest, & Misc | 95,000 | 49,873 | - | 52% |
| Grants | 22,800 | 343,714 | (320,914) | 1508% |
| **Total Revenue** | $ 1,557,800 | $ 1,121,074 | $ 391,599 | |

| Expense: | Total Budget | YTD Activity | Remaining Budget | 3-Month Trend |
|---|---|---|---|---|
| Supplies, Services, & Charges | $ 2,800 | $ 1,448 | $ 1,352 | 52% |
| Capital Expenditures | 2,553,072 | 773,375 | 1,779,697 | 30% |
| Transfers | 270,000 | 137,855 | 132,145 | 51% |
| **Total Expenses** | $ 2,825,872 | $ 912,678 | $ 1,913,194 | |

| | | |
|---|---|---|
| Net Income/(loss) | $ (1,268,072) | $ 208,397 |
| Beginning Balance | $ 2,318,470 | $ 2,318,470 |
| Ending Balance | $ 1,050,398 | $ 2,526,867 |



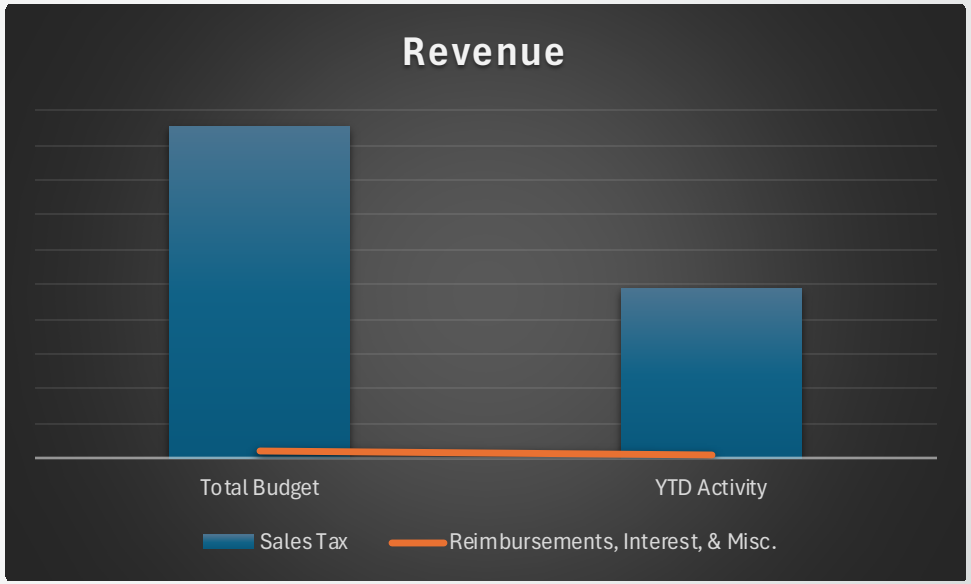
Quarter #2 FY25
4/30/2025

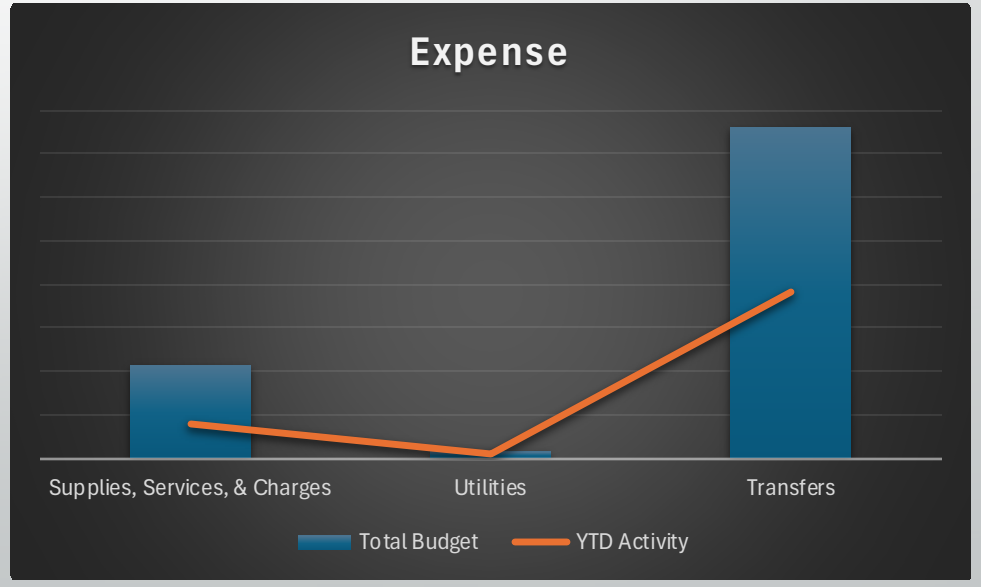
# Fund: Public Safety Sales Tax

| Revenue: | Total Budget | YTD Activity | Remaining Budget | 3-Month Trend |
|---|---|---|---|---|
| Sales Tax | $ 1,900,000 | $ 969,987 | $ 930,013 | 51% |
| Reimbursements, Interest, & Misc. | 44,500 | 21,790 | 22,710 | 49% |
| | | | - | |
| **Total Revenue** | $ 1,944,500 | $ 991,777 | $ 952,723 | |

| Expense: | Total Budget | YTD Activity | Remaining Budget | 3-Month Trend |
|---|---|---|---|---|
| Supplies, Services, & Charges | $ 423,174 | $ 156,736 | $ 266,438 | 37% |
| Utilities | 31,516 | 17,511 | - | 56% |
| Transfers | 1,522,772 | 763,289 | 759,483 | 50% |
| **Total Expenses** | $ 1,977,462 | $ 937,536 | $ 1,025,921 | |

| | | |
|---|---|---|
| Net Income/(loss) | $ (32,962) | $ 54,241 |
| Beginning Balance | $ 1,098,953 | $ 1,098,953 |
| Ending Balance | $ 1,065,991 | $ 1,153,194 |

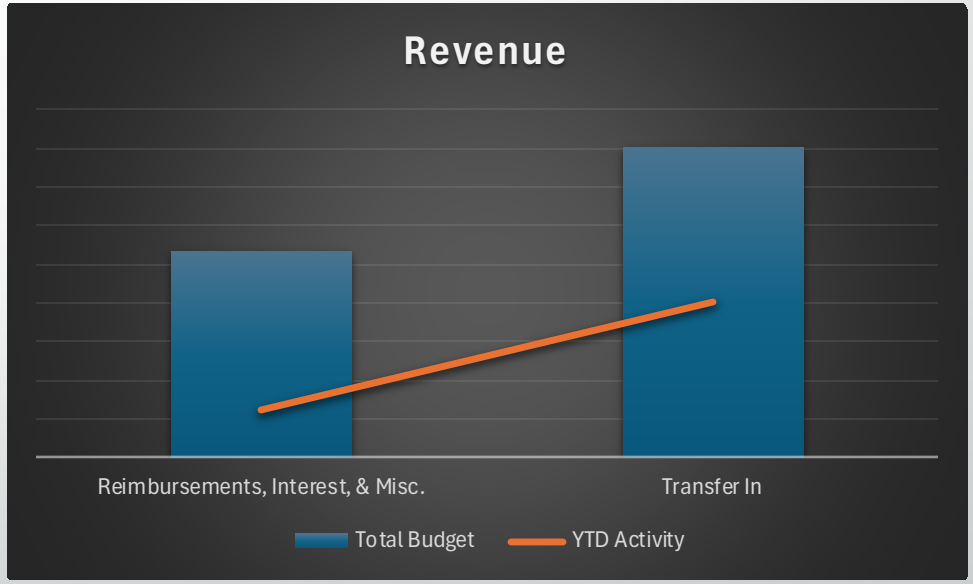


Quarter #2 FY25
4/30/2025

# Fund: RISK MANAGEMENT

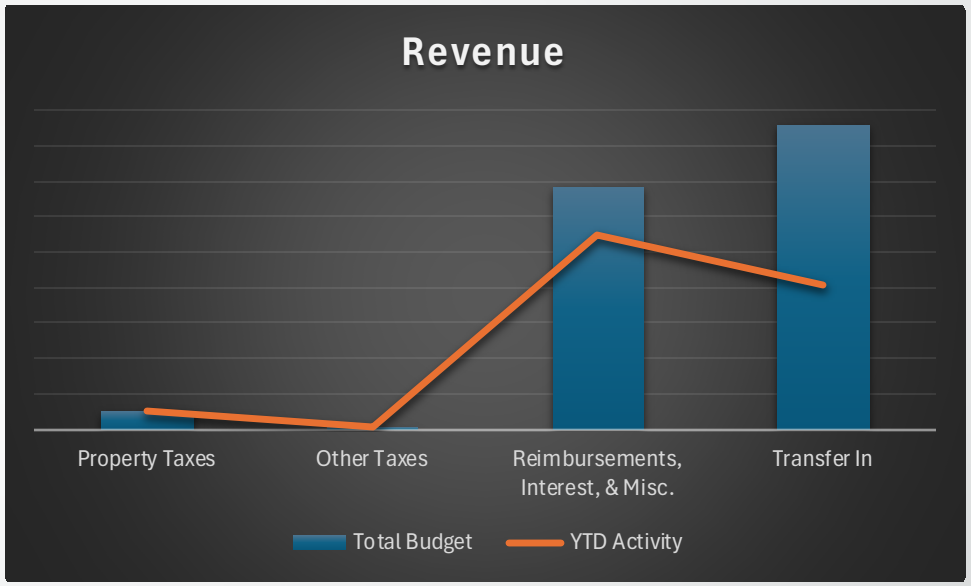
| Revenue: | Total Budget | YTD Activity | Remaining Budget | 3-Month Trend |
|---|---|---|---|---|
| Reimbursements, Interest, & Misc. | $ 53,200 | $ 12,246 | $ 40,954 | 23% |
| Transfer In | 80,000 | 40,000 | $ 40,000 | 50% |
| **Total Revenue** | $ 133,200 | $ 52,246 | $ 80,954 | |
| **Expense:** | | | | |
| Supplies, Services, & Charges | $ 121,100 | $ 13,744 | $ 107,356 | 11% |
| **Total Expenses** | $ 121,100 | $ 13,744 | $ 107,356 | |
| Net Income/(loss) | $ 12,100 | $ 38,501 | | |
| Beginning Balance | $ 169,939 | $ 169,939 | | |
| Ending Balance | $ 182,039 | $ 208,440 | | |

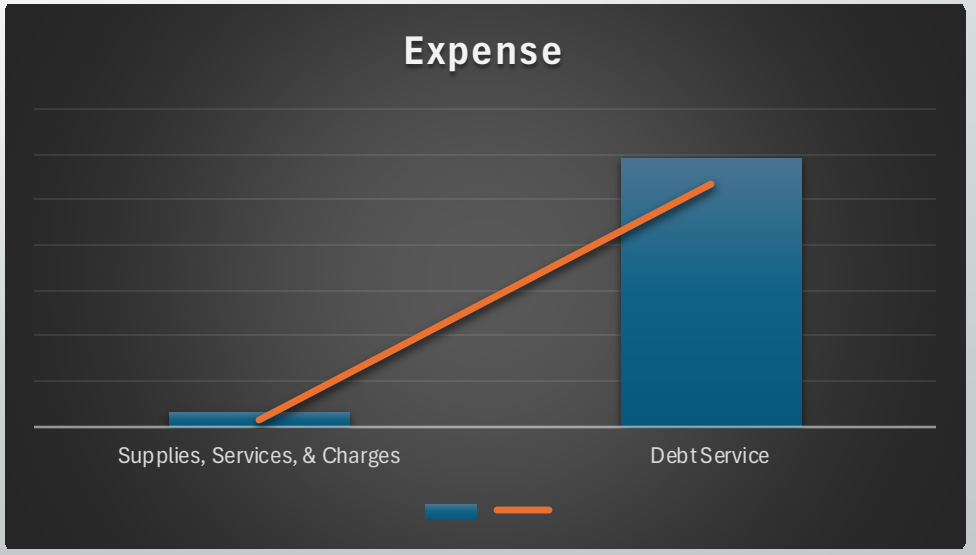


Quarter #2 FY25
4/30/2025

# Fund: TIF

| Revenue: | Total Budget | YTD Activity | Remaining Budget | 3-Month Trend |
|---|---|---|---|---|
| Property Taxes | $ 100,000 | $ 105,629 | $ - | 106% |
| Other Taxes | 8,500 | 10,791 | (2,291) | 127% |
| Reimbursements, Interest, & Misc. | 1,369,300 | 1,093,676 | 275,624 | 80% |
| Transfer In | 1,713,000 | 809,896 | 903,104 | 47% |
| **Total Revenue** | $ 3,190,800 | $ 2,019,992 | $ 1,176,437 | |
| **Expense:** | | | | |
| Supplies, Services, & Charges | $ 156,000 | $ 62,530 | $ 93,470 | 40% |
| Debt Service | 2,961,737 | 2,665,868 | 295,869 | 90% |
| **Total Expenses** | $ 3,117,737 | $ 2,728,398 | $ 389,339 | |
| Net Income/(loss) | $ 73,063 | $ (708,406) | | |
| Beginning Balance | $ 4,189,283 | $ 4,189,283 | | |
| Ending Balance | $ 4,262,346 | $ 3,480,877 | | |



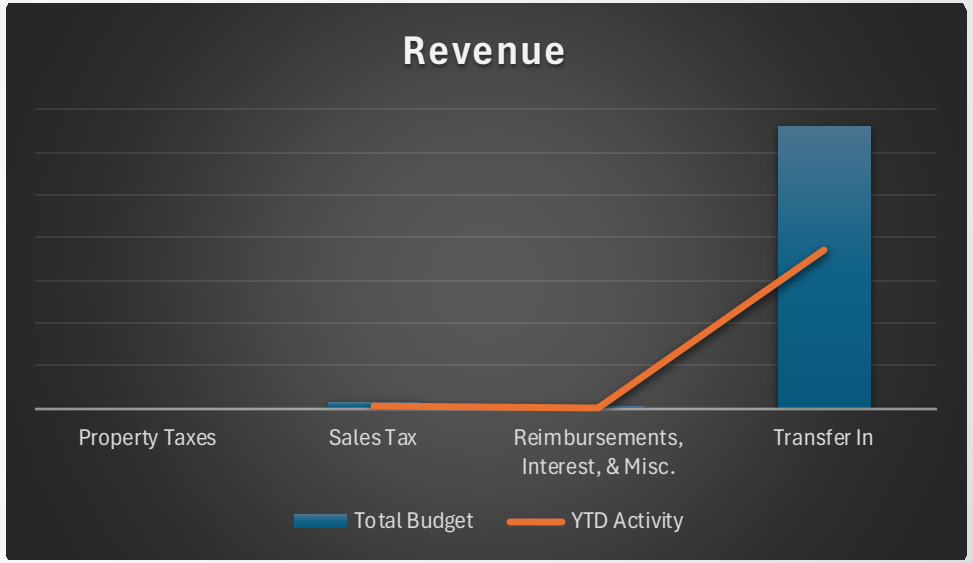
Quarter #2 FY25
4/30/2025

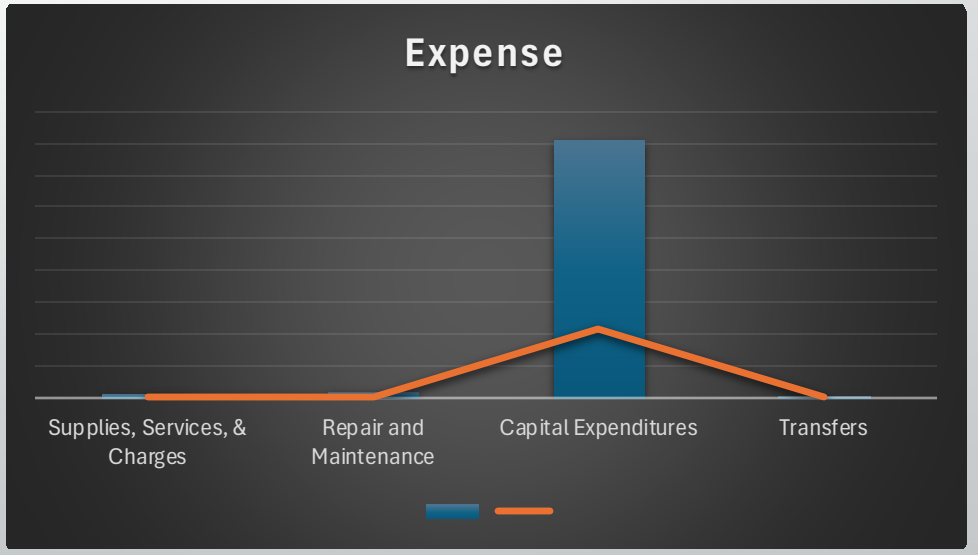
# Fund: Storm Water

| Revenue: | Total Budget | YTD Activity | Remaining Budget | 3-Month Trend |
|---|---|---|---|---|
| Property Taxes | | | $ - | #DIV/0! |
| Sales Tax | $ 120,000 | $ 60,624 | $ 59,376 | 51% |
| Reimbursements, Interest, & Misc | 32,500 | 13,559 | 0 | 42% |
| Transfer In | 6,594,100 | 3,690,416 | 2,903,684 | 56% |
| **Total Revenue** | $ 6,746,600 | $ 3,764,600 | $ 2,963,059 | |

| Expense: | | | | |
|---|---|---|---|---|
| Supplies, Services, & Charges | $ 86,100 | $ 29,364 | $ 56,736 | 34% |
| Repair and Maintenance | 133,000 | 3,688 | 129,312 | 3% |
| Capital Expenditures | 8,096,021 | 2,166,803 | 5,929,218 | 27% |
| Transfers | 22,000 | 11,488 | 10,512 | 52% |
| **Total Expenses** | $ 8,337,121 | $ 2,211,342 | $ 6,125,778 | |

| | | |
|---|---|---|
| Net Income/(loss) | $ (1,590,521) | $ 1,553,257 |
| Beginning Balance | $ 169,150 | $ 169,150 |
| Ending Balance | $ (1,421,371) | $ 1,722,407 |



Quarter #2 FY25
4/30/2025

# Fund: CAPITAL IMPROVEMENT

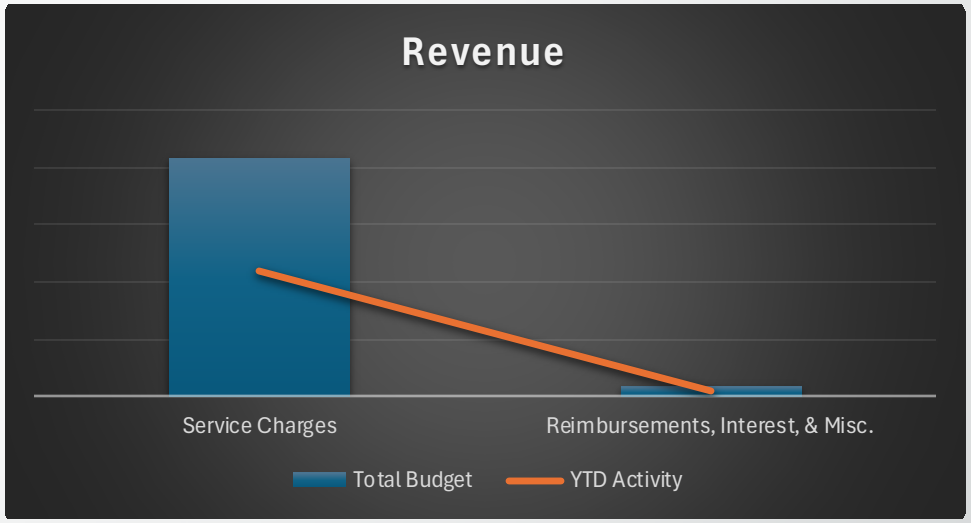
| Revenue: | Total Budget | YTD Activity | Remaining Budget | 3-Month Trend |
|---|---|---|---|---|
| Reimbursements, Interest, & Misc. | $ 125,000 | $ 87,783 | $ 37,217 | 70% |
| **Total Revenue** | $ 125,000 | $ 87,783 | $ 37,217 | |
| **Expense:** | | | | |
| **Supplies, Services, & Charges** | $ 18,950 | $ 2,853 | $ 16,097 | 15% |
| **Total Expenses** | $ 18,950 | $ 2,853 | $ 16,097 | |
| **Net Income/(loss)** | $ 106,050 | $ 84,930 | | |
| **Beginning Balance** | $ 1,236,287 | $ 1,236,287 | | |
| **Non-Spendable Funds** | $ 365,862 | $ 365,862 | | |
| **Ending Balance** | $ 1,342,337 | $ 1,321,217 | | |

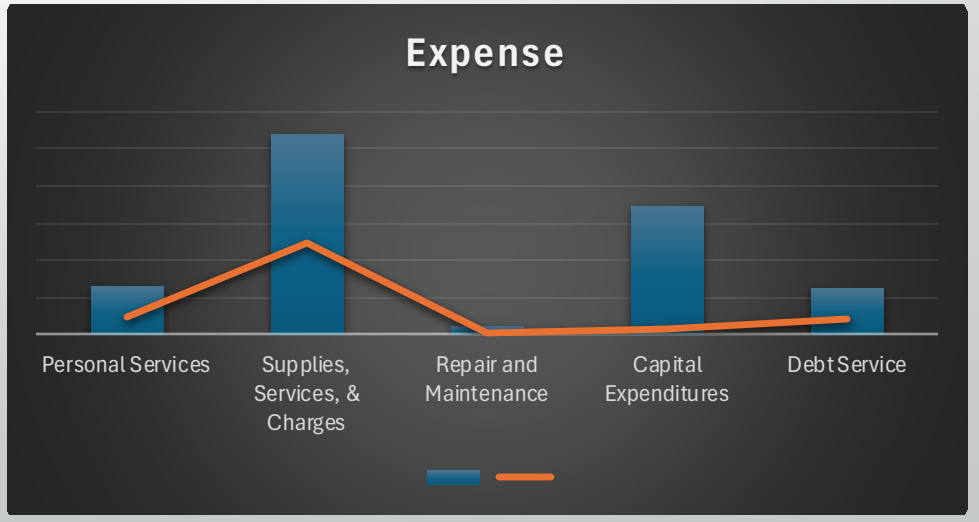
Quarter #2 FY25
4/30/2025

# Fund: SEWER

| Revenue: | Total Budget | YTD Activity | Remaining Budget | 3-Month Trend |
|---|---|---|---|---|
| Service Charges | $ 8,328,150 | $ 4,379,296 | $ 3,948,854 | 53% |
| Reimbursements, Interest, & Misc. | 309,112 | 189,241 | 0 | 61% |
| Transfer In | | 134,760 | 0 | |
| | | | 0 | |
| **Total Revenue** | **$ 8,637,262** | **$ 4,703,296** | **$ 3,948,854** | |
| **Expense:** | | | | |
| Personal Services | $ 1,262,644 | $ 489,779 | $ 772,866 | 39% |
| Supplies, Services, & Charges | 5,340,006 | 2,440,408 | 2,899,598 | 46% |
| Repair and Maintenance | 212,800 | 46,696 | 166,104 | 22% |
| Capital Expenditures | 3,447,173 | 145,322 | 3,301,851 | 4% |
| Debt Service | 1,244,026 | 423,576 | 820,451 | 34% |
| Utilities | 20,372 | 6,848 | 13,524 | 34% |
| **Total Expenses** | **$ 11,527,022** | **$ 3,552,629** | **$ 7,974,393** | |

| | | |
|---|---|---|
| Net Income/(loss) | $ (2,889,760) | $ 1,150,667 |
| **Beginning Balance** | **$ 5,736,160** | **$ 5,736,160** |
| Restricted Funds | $ 496,756 | $ 459,125 |
| Investment in Capital | $ 12,855,716 | $ 12,855,716 |
| **Ending Balance** | **$ 16,198,872** | **$ 20,201,668** |



## Active Project Status @06.30.2025

| Project Description | Project Initiation | Project Closure | Contract Amount | Paid to Date | Remaning Balance | ARPA | MDNR | LWCF | HUD Omnibus | Local | Go Bond | Fund |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 87th Street Wastewater Detention Basin Project | 11/11/2024 | 7/21/2025 | $ 967,409 | $ 234,997 | $ 732,412 | 100% | | | | | | Sewer Fund |
| MS4 ImplementationServices | 6/11/2024 | 9/1/2025 | $ 28,887 | $ 23,068 | $ 5,819 | 100% | | | | | | Stormwater Fund |
| White Oak West | 6/11/2024 | 10/11/2025 | $ 388,724 | $ 169,376 | $ 219,348 | 46% | | | | 54% | | Sewer Fund |
| 53rd Street Utility Project | 7/29/2024 | 2/14/2025 | $ 687,264 | $ 650,399 | $ 36,864 | 100% | | | | | | Stormwater, Sewer Fund |
| Wildwood North Oversite | 11/4/2024 | 10/1/2025 | $ 1,700,822 | $ 731,430 | $ 969,391 | 100% | | | | | | Sewer Fund |
| 59th Street Storemwater Project | 1/6/2025 | 11/1/2025 | $ 6,251,124 | $ 2,134,406 | $ 4,116,718 | 20% | 80% | | | | | Stormwater Fund |
| Police Evidence Building | 1/6/2025 | 6/3/2025 | $ 618,354 | $ 525,337 | $ 93,016 | 100% | | | | | | Capital Sales Tax Fund |
| Flock | | | $ 120,350 | $ 42,350 | $ 78,000 | 100% | | | | | | General Fund |
| Habitat for Humanity | 11/1/2024 | 12/31/2026 | $ 200,000 | $ 53,877 | $ 146,123 | 100% | | | | | | General Fund |
| Point Repairs | 10/30/2024 | 11/25/2024 | $ 126,415 | $ 126,407 | $ 8 | 100% | | | | | | Stormwater Fund |
| Woodson | 2/10/2025 | 6/20/2025 | $ 404,914 | $ 361,449 | $ 43,465 | | | | | 100% | | Stormwater Fund, Capital Fund |
| Sink Hole Projects | 1/14/2025 | 10/15/2025 | $ 67,938 | $ 19,043 | $ 48,895 | | | | | 100% | | Stormwater Fund, Sewer Fund |
| Community Development Counter | 7/15/2025 | 10/1/2025 | $ 74,804 | $ 18,015 | $ 56,789 | | | | | 100% | | Capital Sales Tax Fund |
| Initial Design - Go Bond | 12/16/2024 | 10/15/2025 | $ 817,064 | $ 360,371 | $ 456,693 | | | | | | 100% | |
| Project Evaluation - Go Bond | 2/8/2024 | 8/6/2024 | $ 299,689 | $ 299,688 | $ 1 | | | | | | 100% | |
| 53rd Street Phase #1 Demolition | 3/1/2023 | 5/31/2025 | $ 1,100,000.00 | $ 995,713.98 | $ 104,286.02 | | | 50% | | 50% | | Park Fund |
| 53rd Street Phase #2 Terry Copland Park | 1/15/2023 | 12/31/2031 | $ 2,000,000.00 | | $ 2,000,000.00 | | | | 100% | | | Park Fund |
| Kenagy Park Refresh | 1/15/2023 | 12/31/2031 | $ 1,000,000.00 | | $ 1,000,000.00 | | | | 100% | | | Park Fund |

# ARPA Funds

## Quarter #2 FY25
## 4/30/2025

| | Received Grant Funds | Completed Projects | FY24 Completed | FY25 Projected | ARPA Funds Balance |
|---|---|---|---|---|---|
| Defered Revenue 2021 | 2,924,983 | | | | $2,924,983 |
| Defered Revenue 2022 | 2,981,354 | | | | 5,906,337 |
| Employee Retention Incentive 2021 | | 340,143 | | | 5,566,193 |
| Employee Retention Incentive 2022 | | 279,344 | | | 5,286,850 |
| Habit for Humanity | | | | 200,000 | 5,086,850 |
| Flock | | | 42,350 | 78,000 | 4,966,500 |
| PD Evidence Room/CD Building | | | 185,111 | 422,751 | 4,358,638 |
| Wildwood North Construction | | | 47,518 | 423,743 | 3,887,377 |
| Wildwood North Construction Oversight | | | | | 3,887,377 |
| 53rd Street Utility Project | | | 649,621 | | 3,237,756 |
| White Oak West | | | 147,175 | 31,414 | 3,059,167 |
| 87th Street Wastewater Equalization Basin Project | | | 27,335 | 940,074 | 2,091,758 |
| 2024 Point Repairs | | | 126,407 | | 1,965,351 |
| 59th Street 5% Contengency | | | 1,481,069 | 455,395 | 28,887 |
| MS4 Implementation Services | | | 23,068 | 5,819 | 0 |

| | | |
|---|---|---|
| **Cuurent Balance at 7/31/24** | **$** | **5,286,850** |
| Budget Projection Allocation FY24 | | 2,729,654 |
| Budget Projection Allocation FY25 | $ | 2,557,196 |

# INVESTMENTS

## CURRENT AS OF 2025-06-30

| Current | Investing Organization | Amount | Type of Investment | Term | Annual Interest Rate | Expiration Date | How is Investment Covered (CD - FDIC, Collateral, etc.) |
|---|---|---|---|---|---|---|---|
| | MOSIP | $ 5,481,659.35 | Liquid | N/A | 4.24% | N/A | Missouri Securities Investment Program |
| | MOSIP | $ 5,110,587.67 | Term | 180 Days | 4.23% | 9/5/2025 | Missouri Securities Investment Program |
| | MOSIP* | $ 1,924,000.00 | CD | 365 Days | 4.39% | 3/17/2026 | CD (Certificate of Deposit) |
| | UMB | $ 5,000,000.00 | CD | 180 Days | 4.10% | 9/10/2025 | CD (Certificate of Deposit) |
| | Total | $ 17,516,247.02 | | Average | 4.24% | | |
| Prior | MOSIP | $ 5,227,260.82 | Liquid | N/A | 5.16% | N/A | Missouri Securities Investment Program |
| | MOSIP | $ 5,000,000.00 | Term | 180 Days | 4.51% | 3/17/2025 | Missouri Securities Investment Program |
| | MOSIP* | $ 1,950,000.00 | CD | 180 Days | 4.66% | 3/17/2025 | CD (Certificate of Deposit) |
| | UMB | $ 5,000,000.00 | CD | 184 days | 4.50% | 3/10/2025 | CD (Certificate of Deposit) |

* Note Current MOSIP CD's are (8) different CD's with different banks/net rate. Less than $250K per with average % shown.

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

Mayor Michael McDonough called the June 17, 2025, Board of Aldermen Regular Meeting to order at 7:07 p.m. Pastor Samuels provided the invocation and led the pledge of allegiance.

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

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

Absent: Alderman Jim Aziere, Alderman Bonnaye Mims

## CLOSED SESSION

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

610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys;

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

Alderman Emerson, seconded by Alderman Garza, made a motion to go into Closed Session. The motion was approved by a vote of 8-0-2.

Ayes: Aldermen Emerson, Garza, Morales, Tush, Krizek, Hayden, Walters, Thomas
Nays: None
Absent: Aldermen Aziere, Mims

The meeting went into Closed Session at 7:11 p.m.

Alderman Hayden, seconded by Alderman Morales, made a motion to adjourn the Closed Session and return to open session. The motion was approved by a vote of 8-0-2.

The meeting returned to Open Session at 7:37 p.m.

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

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

Absent: Alderman Jim Aziere

DRAFT

**Public Comments**

Jim DeLong, 5900 Lane Avenue

**Comments from the Mayor**

Mayor McDonough spoke on recent events and City business.

**Comments from the City Administrator**

Diane Egger, City Administrator, provided an update on the City's current projects and plans.

**Committee Reports**

Comments were shared by Aldermen Morales, Garza, Hayden, and Walters.

Mayor McDonough called for a short recess at 8:02 p.m.

Mayor McDonough reconvened the meeting at 8:11 p.m.

**Committee Reports Continued**

Comments were shared by Alderman Mims

**1. STUDY SESSION**

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

Missy Wilson, Assistant City Administrator, presented the item along with Bryce Shields, from the KCATA.

**LEGISLATIVE SESSION**

**2. CONSENT AGENDA**

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

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

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

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

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

Ayes: Aldermen Mims, Emerson, Tush, Krizek, Hayden, Morales, Walters, Thomas, Garza
Nays: None
Absent: Alderman Aziere

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## NEW BUSINESS

3. **FIRST READING: Bill No. 6692-25, Section V-A: AN ORDINANCE** AUTHORIZING AND APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL FOR FUNDING PHASE TWO OF THE LITTLE BLUE RIVER WATERSHED FEASIBILITY STUDY IN AN AMOUNT NOT TO EXCEED $20,885.00. Point of Contact: Robinson Camp, Public Works Director.

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

Robinson Camp, Public Works Director, presented the item along with Tom Jacobs of MARC.

4. **FIRST READING: Bill No. 6693-25, Section V-A: AN ORDINANCE** AUTHORIZING AND APPROVING A SURFACE TRANSPORTATION BLOCK GRANT PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR 53rd STREET ROCK ISLAND TRAIL CONNECTION IN RAYTOWN, MISSOURI. Point of Contact: Robinson Camp, Public Works Director.

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

Robinson Camp, Public Works Director, presented the item.

Mayor McDonough called for a short recess at 9:03 p.m.

Mayor McDonough reconvened the meeting at 9:09 p.m.

5. **R-3716-25: A RESOLUTION** AUTHORIZING AND APPROVING A TOW MANAGEMENT SERVICES AGREEMENT WITH CFKAA LLC. Point of Contact: Robert Kuehl, Chief of Police.

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

Captain Paul Beitling, of the Raytown Police Department, presented the item.

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

Ayes: Aldermen Garza, Thomas, Morales, Tush, Krizek, Mims, Hayden, Emerson, Walters
Nays: None
Absent: Alderman Aziere

6. **R-3717-25: A RESOLUTION** AUTHORIZING AND APPROVING PAYMENT TO INSITUFORM TECHNOLOGIES, INC. IN THE AMOUNT OF $21,500.00. 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.

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

Ayes: Aldermen Mims, Emerson, Krizek, Tush, Morales, Walters, Garza, Hayden, Thomas
Nays: None
Absent: Alderman Aziere

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7. **R-3718-25: A RESOLUTION** AUTHORIZING AND APPROVING THE ACCEPTANCE OF THE MISSOURI SURFACE TRANSPORTATION BLOCK GRANT THROUGH MID-AMERICA REGIONAL COUNCIL FOR THE 53RD STREET ROCK ISLAND TRAIL CONNECTION PROJECT IN THE AMOUNT OF $980,000.00. Point of Contact: Robinson Camp, Public Works Director.

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

Robinson Camp, Public Works Director, presented the item.

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

Ayes: Aldermen Mims, Emerson, Thomas, Walters, Garza, Hayden, Tush, Morales, Krizek
Nays: None
Absent: Alderman Aziere

8. **R-3719-25: A RESOLUTION** AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HG CONSULT INC TO PERFORM RAYTOWN MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) COMPLIANCE IN AN AMOUNT NOT TO EXCEED $38,620.72 FOR FISCAL YEAR 2024-2025 AND AMEND THE FISCAL YEAR 2024-2025 BUDGET. Point of Contact: Robinson Camp, Public Works Director.

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

Robinson Camp, Public Works Director, presented the item.

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

Ayes: Aldermen Hayden, Mims, Morales, Tush, Krizek, Emerson, Walters, Garza, Thomas
Nays: None
Absent: Alderman Aziere

9. **R-3720-25: A RESOLUTION** AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF LEATH & SONS, INC. FOR SANITARY SEWER REPAIRS AT 8001 HEDGES IN AN AMOUNT NOT TO EXCEED $30,328.10. Point of Contact: Robinson Camp, Public Works Director.

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

Robinson Camp, Public Works Director, presented the item.

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

Ayes: Aldermen Hayden, Thomas, Morales, Tush, Krizek, Mims, Emerson, Walters, Garza
Nays: None
Absent: Alderman Aziere

10. **R-3721-25: A RESOLUTION** AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF LEATH & SONS, INC. FOR STORM WATER REPAIRS AT 8409 HARVARD TERRACE IN AN AMOUNT NOT TO EXCEED $41,195.00. Point of Contact: Robinson Camp, Public Works Director.

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

Robinson Camp, Public Works Director, presented the item.

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

Ayes: Aldermen Garza, Emerson, Thomas, Walters, Hayden, Tush, Morales, Krizek, Mims
Nays: None
Absent: Alderman Aziere

## CLOSED SESSION

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

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

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

Alderman Emerson, seconded by Alderman Hayden, made a motion to go into Closed Session. The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Emerson, Hayden, Morales, Tush, Krizek, Mims, Walters, Garza, Thomas
Nays: None
Absent: Alderman Aziere

The meeting went into Closed Session at 9:27 p.m.

Alderman Mims, seconded by Alderman Emerson, made a motion to adjourn the Closed Session and return to Open Session. The motion was approved by a vote of 9-0-1.

## ADJOURNMENT

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

The meeting adjourned at 9:37 p.m.

_____

Teresa M Henry, City Clerk, MRCC

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# CITY OF RAYTOWN
# Request for Board Action

**DATE SUBMITTED: 06/25/2025**

**MEETING DATE: July 1, 2025**

**SUBMITTED BY:** **DEPARTMENT: Administration**

**Document Type:** Resolution

## SUBJECT/REQUEST

**R-3661-24:** Appointment of Ralph Monaco to the Police Officers' Retirement Fund Pension.

## BACKGROUND/JUSTIFICATION

The Police Officers' Retirement Fund Pension Plan was established in 1966 pursuant to Ordinance 101 and subsequently updated by Restatement of the Plan approved by Ordinance 5300-08 adopted in October 2008. The plan provides for the appointment of three (3) citizen members appointed by the Mayor with the approval of the Board of Aldermen. The Chief of Police and the Mayor also serve on the Board of Trustees.

The term of the members is for three (3) years and the terms are required to be staggered to provide consistent and experienced leadership. Citizen members appointed to the Board of Trustees are required to be a qualified and responsible citizen of the City with an established reputation for fiscal integrity.

Mr. Monaco will be replacing Mr. Steve Knabe on the Board of Trustees

## RECOMMENDED MOTION

## PREVIOUS ACTION

## COMMISSION/COMMITTEE REVIEW

## FINANCIAL IMPACT

None

## REVIEWED BY

Teresa Henry
Jennifer Baird
Diane Egger
Teresa Henry

**LIST OF REFERENCE DOCUMENTS ATTACHED**

1. Reso Appointing Ralph Monaco-Police Pension-2025
2. Reso Appointing Ralph Monaco-Police Pension-2025-Application

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

| Document | Attached | If not attached, explain |
|---|---|---|
| Other: Application | X | |

**RESOLUTION NO.: R-3722-25**

**A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF RALPH MONACO TO THE POLICE OFFICERS' RETIREMENT FUND BOARD OF TRUSTEES**

**WHEREAS**, the Police Officers' Retirement Fund Pension Plan was established pursuant to Ordinance 101 in 1966 and is administered in accordance and updated by Restatement of the plan approved by Ordinance 5300-08, 5378-10, 5417-11, 5443-12, 5482-13 and 5499-14; and

**WHEREAS**, the plan provides for the appointment of three (3) citizen members appointed by the Mayor with the approval of the Board of Aldermen along with the Chief of Police and the Mayor (or his delegate) who also serve on the Board of Trustees; and

**WHEREAS**, the term of the members is for three (3) years, and the terms are required to be staggered to provide consistent and experienced leadership; and

**WHEREAS,** the Mayor desires to reappoint Ralph Monaco to the Police Officers' Retirement Fund Pension Plan Board of Trustees to a three-year term expiring June 1, 2028 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.

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

**THAT** Ralph Monaco, 7013 Englewood Avenue, Raytown, Missouri, is hereby reappointed as a member of the Police Officers' Retirement Fund Pension Plan Board of Trustees by the Mayor and approved by the Board of Aldermen to a three-year term expiring June 1, 2028 or until a successor is duly appointed; and

**FURTHER THAT** this resolution shall be in full force and effect from and after the date of its passage and approval and any resolutions in conflict herewith are hereby superseded.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 1st day of July, 2025.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

**From:** donotreply@form.govoffice.com
**To:** Teresa M. Henry
**Subject:** Apply to Serve of Boards, Commissions, and Committees (form) has been filled out on your site.
**Date:** Monday, November 25, 2024 9:59:45 AM

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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: 11-25-2024
Full Name: Ralph A Monaco
Street Address: 7013 Englewood Ave.
Address City, State, Zip: Raytown MO 64133
Phone: (816)210-7634
Fax: (816)942-0006
Email: rmonaco@kcattorneys.net
Which board would you like to serve on?: Raytown Police Pension Board
I would like to serve on this Board or Commission because: The mayor asked me to serve on the Board, and I have been involved with the pension board for several years.
My strength(s) on this Board/Commission will be: I have held public office and have served on multiple boards, including currently serving on the Raytown Elected Compensation Commission and the Jackson County Plan and Commission and Board of Zoning Adjustment.
Trade/College/University/Degree/Date: Rockhurst College, Degree in History & Political Science 1978
UMKC School of Law, JD Degree 1981
Current Employer/Address/Position: Monaco, Sanders, Racine, Powell & Reidy, LC
209 W. Lexington Ave.
Independence, Missouri 64050
Attorney at Law
Past Employers/Address/Position/Dates: Our law firm has been in business for over 30 years.
Organization/Leadership Position(s)/Membership Date(s): Raytown School Board--1991-1997
Missouri State Representative--District #49--1996-2002.
Past President of the Jackson County Historical Society -- Continue to serve on the Board of Directors
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?: I do not anticipate any issues with my attendance unless a meeting conflicts with my court calendar.

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

# CITY OF RAYTOWN
## Request for Board Action

**DATE SUBMITTED: 06/25/2025**

**MEETING DATE: July 1, 2025**

**SUBMITTED BY:** **DEPARTMENT: Public Works**

**Document Type:** Ordinance

### SUBJECT/REQUEST

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

### BACKGROUND/JUSTIFICATION

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

### RECOMMENDED MOTION

Staff recommends approval as submitted.

### PREVIOUS ACTION

### COMMISSION/COMMITTEE REVIEW

### FINANCIAL IMPACT

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

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

**REVIEWED BY**

Robinson Camp
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

**LIST OF REFERENCE DOCUMENTS ATTACHED**

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

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

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

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

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

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

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

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

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

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

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

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

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED and APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 1st day of July, 2025.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

**FIRST AMENDMENT TO**
**AGREEMENT**

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

WITNESSETH:

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

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

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

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

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

Article I: Raytown, Missouri AGREES:

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

Article II: MARC AGREES:

2. To amend the contract with the Corps with an increase of $1,000,000 from the original budget to implement the project management plan, for a total project budget of $4,000,000. The Corps will contribute a total of $2,000,000 in federal funds to the project. All costs are understood to be matched 50/50 between federal and local contributions.

3. MARC will collect funds from the Stakeholder and other Stakeholders, and disperse an additional ($500,000) in funds to the Corps.

4. MARC will retain $60,000 to provide continued project facilitation services until the completion of the project.

Article III: Both Parties MUTUALLY AGREE:

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

2. **Controlling Agreement**. To the extent that the terms and conditions of this Amendment conflict with the terms and conditions of the original Agreement, this Amendment and the Agreement shall be deemed to conform with the terms and conditions of this Amendment.

3. **Binding Effect**. All of the covenants, terms and conditions set forth in this Amendment shall be binding upon and shall inure to the benefit of all the parties hereto and their respective heirs, legal representatives, successors and assigns.

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

| MID-AMERICA REGIONAL COUNCIL | CITY OF RAYTOWN, MISSOURI |
|---|---|
| By:_____ | By:_____ |
| David A. Warm | Damon Hodges |
| Executive Director | City Administrator |
| Date:_____ | Date:_____ |

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

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

EXHIBIT B: PHASE 2 ADDITIONAL STAKEHOLDER CONTRIBUTIONS

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

Notes:

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

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

# AGREEMENT

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

## RECITALS:

1. Dramatic changes in the Little Blue River's basin conditions related to urbanization and other factors are causing increased frequency of flooding and rapid erosion that threatens the large federal investment and other significant public infrastructure, as well as the protected communities and installations. If continued unchecked, the adverse effects of the transforming watershed will cause significant deterioration to the federal flood-protection projects, increasing damage to critical infrastructure, wildlife habitat and public recreation investment. A comprehensive watershed study is required to unite the communities and agencies in the leveraging of resources for the protection of federal investment, infrastructure, habitat conservation, and storm water management allowing for increased economic benefits to the area.

2. The United States Army Corps of Engineers ("Corps") has authorization to conduct a comprehensive Little Blue River Watershed Feasibility Study in partnership with local communities that determines the causes and potential solutions to demonstrated watershed impacts. The authorization provides for federal support for one-half of study costs. The other half of study costs will be contributed by local partners ("Stakeholders").

3. In the first phase of this project, completed on March 31, 2022, the Corps developed a Project Management Plan, or a detailed scope of work, schedule and budget for the overall initiative. Phase One was carried out in coordination with local Stakeholders. Phase Two will implement the scope of work developed in Phase One with similar levels of stakeholder coordination, participation, and agreement.

4. The Project leverages substantial resources from a variety of Stakeholders. The following cities, counties and agencies have agreed to participate in Phase Two of the Little Blue River Feasibility Study:
   - Cities of Belton, Blue Springs, Grandview, Independence, Kansas City, Lee's Summit and Raytown in Missouri
   - Jackson County, Missouri,
   - Mid-America Regional Council, and
   - United States Army Corps of Engineers, Kansas City District.

5. The Stakeholders requested that MARC serve as the official "Non-Federal Sponsor" to enter into an agreement with the Corps to conduct the study. MARC will coordinate and facilitate Stakeholder support, participation, and contributions to the upcoming study. Further, MARC will help assure that the Stakeholders' needs are addressed during the study, including but not limited to the following:

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

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

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

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

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

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

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

**ARTICLE I**

**City of Raytown, Missouri AGREES:**

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

**ARTICLE II**

**MARC AGREES:**

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

Corps will contribute $1,475,000 in federal funds to the project in Phase Two.

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

## ARTICLE III

**BOTH PARTIES MUTUALLY AGREE:**

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

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

Mid-America Regional Council

David Warm
Executive Director

12/10/2022
Date

City of Raytown, Missouri

Damon Hodges
City Administrator

12/08/2022
Date

# CITY OF RAYTOWN
# Request for Board Action

**DATE SUBMITTED: 06/25/2025**

**MEETING DATE: July 1, 2025**

**SUBMITTED BY:** **DEPARTMENT: Public Works**

**Document Type:** Ordinance

## SUBJECT/REQUEST

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

## BACKGROUND/JUSTIFICATION

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

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

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

## RECOMMENDED MOTION

Staff recommends approval as submitted.

## PREVIOUS ACTION

## COMMISSION/COMMITTEE REVIEW

## FINANCIAL IMPACT

## REVIEWED BY

Robinson Camp
Michael Graham
Jennifer Baird
Diane Egger
Teresa Henry

**LIST OF REFERENCE DOCUMENTS ATTACHED**

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

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

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

**BILL NO. 6693-25** **ORDINANCE NO.** **SECTION NO. V-A**

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

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

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

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

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

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

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

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

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

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 1st day of July, 2025.

_____
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

_____
Teresa M. Henry, City Clerk

_____
Jennifer M Baird, City Attorney

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

A" and incorporated herein by reference. More specific descriptions are as follows:

Rock Island Trail Connection on 53rd St. in Raytown, MO.

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

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

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

(6) INVENTORY AND INSPECTION: The City shall:

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

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

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

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

(9) INSURANCE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) To the City:
10000 East 59th Street
Raytown, Missouri 64133

(B) To the Commission:
Missouri Department of Transportation
600 NE Colbern Rd
Lees Summit, MO 64086

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

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

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

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

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

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

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

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

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

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

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

of their final invoice from the Commission.

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

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

[*Remainder of Page Intentionally Left Blank]*

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

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF RAYTOWN

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Ordinance No:_____

Exhibit A - Location of Project

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

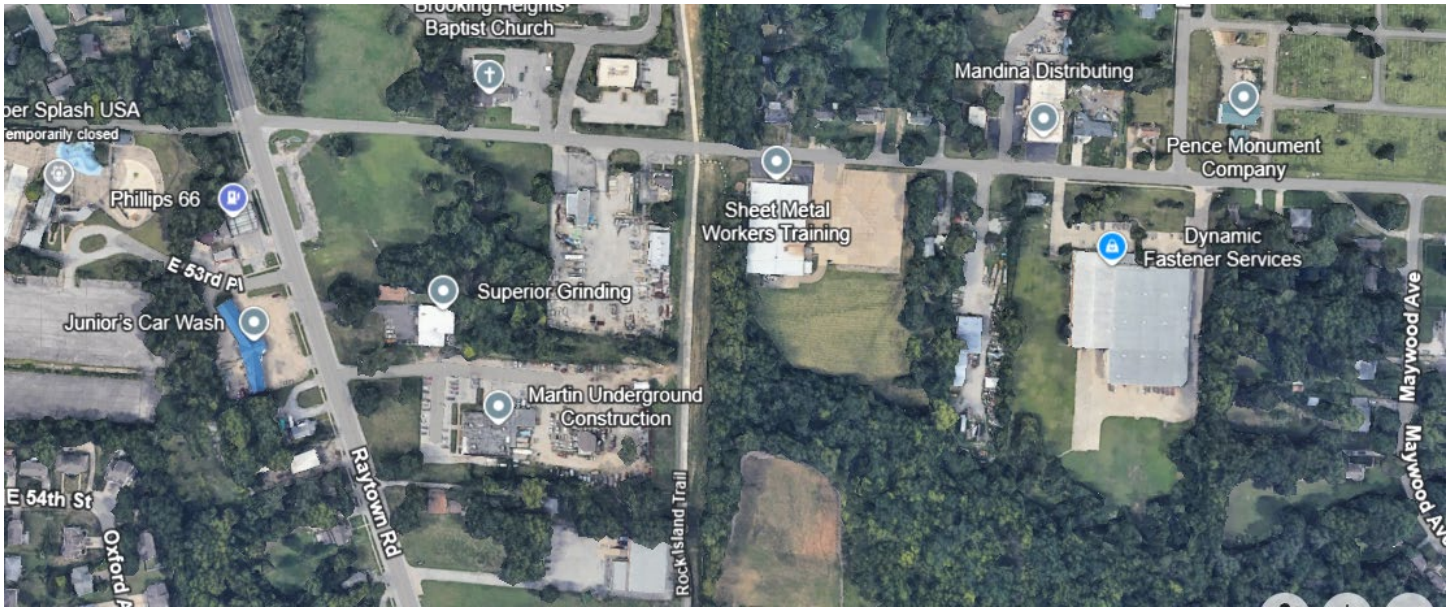


Exhibit B – Project Schedule

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

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

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.
**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions

Federal-Aid Construction Contracts

# 53rd Street Rock Island Trail Connection

Raytown Parks

# 53rd Street Park

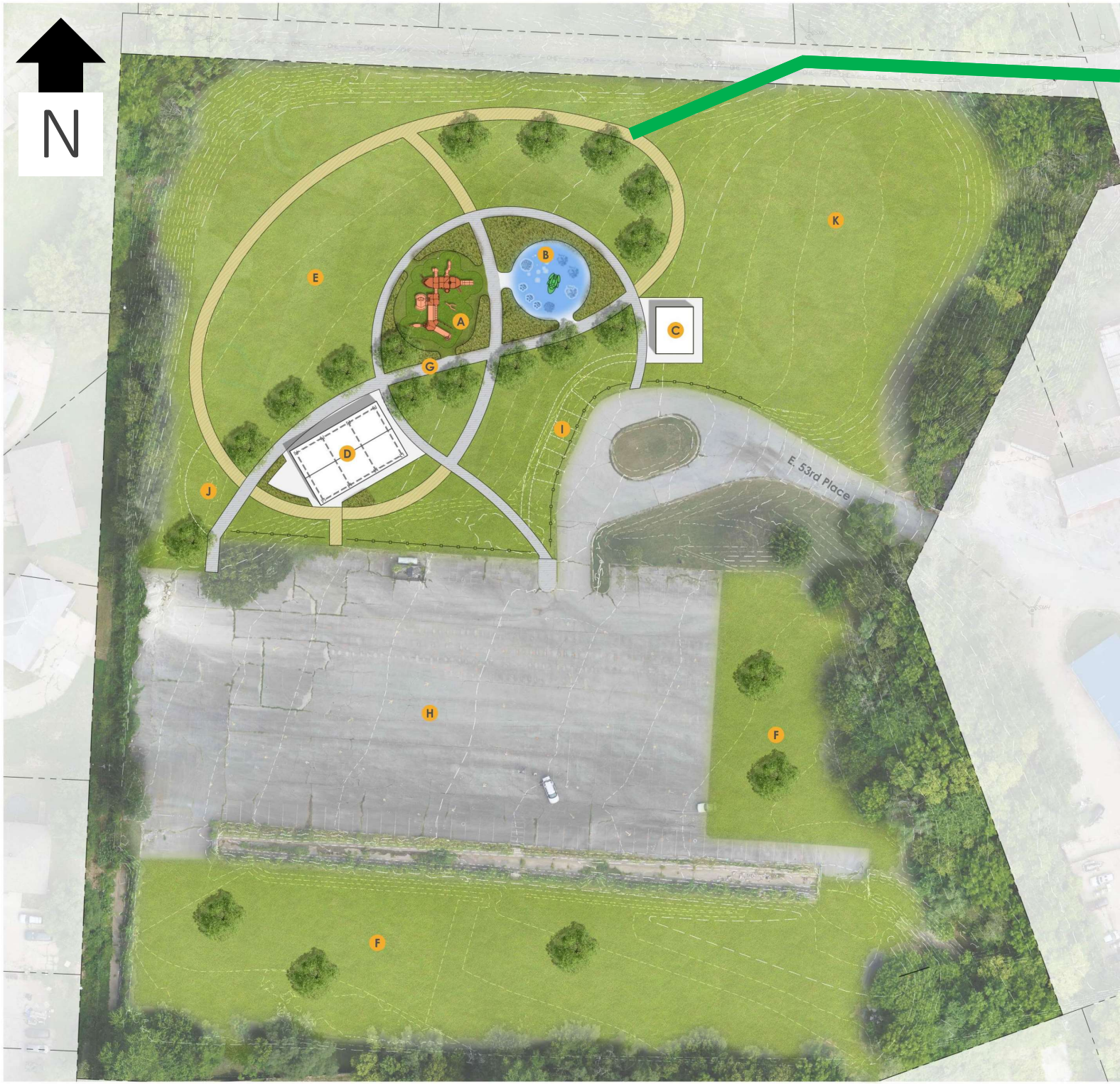
Concept

## Master Plan

2023.12.19

**LEGEND:**

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




CITY OF RAYTOWN

GBA

# CITY OF RAYTOWN
# Request for Board Action

**DATE SUBMITTED: 06/18/2025**

**MEETING DATE: July 1, 2025**

**SUBMITTED BY:** **DEPARTMENT: Administration**

**Document Type:** Ordinance

## SUBJECT/REQUEST

**FIRST READING: Bill No. 6694-25, Section IV-A:** Authorizing and Approving a Contract for Transit Services with the Kansas City Area Transportation Authority utilizing the IRIS (zTRIP) Transit Service

## BACKGROUND/JUSTIFICATION

A sound, efficient and viable public transportation system is essential to the socio-economic well-being of the Kansas City Area Transportation District, including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas. The KCATA is a public agency authorized by law to plan, own, operate, have, and generally deal with public transportation systems and facilities in the District.

The City of Raytown desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens. KCATA provides the IRIS (zTRIP) Flex Transportation Service to expand access to public transportation to surrounding communities within the Kansas City region, in areas underserved by transit; as well as to create, deploy and operate an innovative mobility system that maximizes transit accessibility through dynamic, on-demand flex transit service. Currently, IRIS is available in Kansas City, MO, Gladstone, Liberty, and Riverside, Missouri.

The IRIS service is an on-demand transportation solution with a service from 6 a.m. to 10 p.m., seven days a week. The service includes para-transit services. The contract is for a fourteen-month agreement with the IRIS (zTrip) program effective beginning July 1, 2025 through August 31, 2026, for $8,000 monthly. This fee entitles the partner to up to four hundred (400) trips originating within the community during that month. Trips originating in the community beyond the four hundred (400) included in the monthly minimum shall be billed at a rate of $20.00 per additional trip. At the end of each calendar month, the total number of trips originating in the community shall be calculated. If the number of trips exceeds 400, the community shall be invoiced for the overage based on the $20.00 per-trip rate. If the total number of trips does not exceed 400, no additional charges shall apply beyond the $8,000 minimum. During the fourteen-month agreement, trips within the boundaries of the City of Raytown will have a fare of $0. Trips leaving or coming from borders outside Raytown will follow the IRIS pricing structure within Kansas City, MO, Gladstone, Liberty, and Riverside, Missouri. The KCATA will retain all fare revenues.

WHC (zTrip) contracts with KCATA to provide IRIS transportation services in the Kansas City region. WHC (zTrip) has been servicing the Kansas City region since 1987 with trained, professional and courteous drivers; branded, clean and safe vehicles; with ADA-Compliant operators and vehicles.

The goals of the IRIS (zTrip) service are to expand access to public transportation within KCMO and surrounding communities in areas currently underserved by transit; and to create, deploy and operate an innovative mobility system that maximizes transit accessibility by incorporating dynamic, on-demand flex service to complement traditional transit services. Data will continue to be gathered during the fourteen-month agreement and such data will be used to evaluate the future IRIS (zTrip) service for the City of Raytown, if approved by the Board of Aldermen.

Riders can schedule trips through the "IRIS" App (RideCo, Inc.), which can be downloaded for free on Apple iOS and GooglePlay. The "IRIS" App enables riders to make on-demand and pre-scheduled ride reservations. Riders can pay electronically through the "IRIS" App. Riders not using smartphones can also call a traditional customer service center to schedule an IRIS (zTRip) ride, and arrange payment methods at that time.

**Summary IRIS Program:**

- Daily on-demand transportation service from 6 a.m. to 10 p.m. seven days per week.
- Trips within the boundaries of the City of Raytown will have a fare set by the Raytown Board of Aldermen.
- Trips leaving or coming from borders outside Raytown will follow the IRIS pricing structure within Kansas City; Gladstone; Liberty and Riverside, MO.
- All fare revenues will be retained by KCATA.
- WHC (zTrip) contracts with KCATA to provide IRIS transportation services in the Kansas City region.
- The IRIS (zTrip) on-demand transportation program includes para-transit services.

## RECOMMENDED MOTION

Authorize and approve the City Administrator to execute a fourteen-month contract for IRIS (ZTrip) flex transit services by and between KCATA and the CIty of Raytown, Missouri, for the term of July 1, 2025 to August 31, 2026, in the amount not to exceed $32,000.00 in FY' 25 and $80,000 in FY' 26 and establish in the ridership fare for IRIS services in the City of Raytown shall be $0.00 for the term of the contract.

## PREVIOUS ACTION

The Board of Aldermen approved ordinance 5763-24.

## COMMISSION/COMMITTEE REVIEW

The Sales Tax Citizens Review Committee

**FINANCIAL IMPACT**

| | |
|---|---|
| Contractor: | |
| Amount of Request/Contract: | $112, 000 over fourteen months (FY" 25- $32,000 and to be budgeted in FY' 26- $80,000) |
| Amount Budgeted: | $129,150 (Contract from November 1, 2024- June 30, 2025 =$56,000) Remaining Funds Available in FY' 25 $73,000 |
| From Account Name and #: | Amount: 204-00-00-100-53999 |
| To Account Name and #: | Amount: |

**REVIEWED BY**

Teresa Henry
Michael Graham
Jennifer Baird
Diane Egger
Teresa Henry

**LIST OF REFERENCE DOCUMENTS ATTACHED**

1. Ord KCATA 2024-2025
2. Raytown IRIS Agreement 07012025

**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: | | On File |
| 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: | | |

**BILL NO. 6694-25 ORDINANCE NO._____ SECTION NO. V-A**

**AN ORDINANCE AUTHORIZING AND APPROVING A CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE CITY OF RAYTOWN, MISSOURI FOR IRIS (ZTRIP) FLEX TRANSPORTATION SERVICE IN AN AMOUNT NOT TO EXCEED $112,000.00**

**WHEREAS**, the City of Raytown (the "City") is a city of the fourth class, with the authority pursuant to Chapter 70 of the Revised Statutes of the State of Missouri to enter into agreements with other political subdivisions; and

**WHEREAS**, the Kansas City Area Transportation Authority ("KCATA") is a body corporate and politic and a political subdivision of the states of Missouri and Kansas with the authority to enter into agreements with other political subdivisions; and

**WHEREAS,** a sound, efficient and viable public transportation system is essential to the socioeconomic well being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

**WHEREAS,** the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

**WHEREAS,** the City desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

**WHEREAS,** the goals of IRIS (zTRIP) Flex Transportation Service is to provide expanded access to public transportation to surrounding communities within the Kansas City region, in areas underserved by transit; as well as to create, deploy and operate an innovative mobility system that maximizes transit accessibility through dynamic, on-demand flex transit service; and

**WHEREAS,** the parties wish to enter into this Contract setting forth the terms and conditions of providing and receiving IRIS (zTRIP) Flex Transportation Service; and

**WHEREAS,** IRIS (zTRIP) Flex Transportation Service provides a daily demand responsive service from 6 AM to 11 PM. Trips within the boundaries of the City of Raytown will have a fare of $0. Trips leaving or coming from borders outside of Raytown will follow the IRIS pricing structure within Kansas City, MO and fare revenues will be retained by KCATA; and

**WHEREAS**, the City of Raytown desires to enter into a Contract for Transit Services by and between the Kansas City Area Transportation Authority and the City of Raytown, Missouri, attached hereto as Exhibit "A" and incorporated herein by reference for IRIS (zTRIP) Flex Transportation Service, in an amount not to exceed $112,00.00.

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

**SECTION 1 - APPROVAL OF CONTRACT.** That the Contract for Transit Services by and between the Kansas City Area Transportation Authority and the City of Raytown, Missouri, attached hereto as Exhibit "A" and incorporated herein by reference for IRIS (zTRIP) Flex Transportation Service, in an amount not to exceed $112,00.00 is hereby authorized and approved.

**SECTION 2 - EXECUTION OF CONTRACT.** That the City Administrator is authorized to execute the Contract 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 July, 2025.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

# COMMUNITY TRANSPORTATION SERVICE AGREEMENT

**This Contract** is entered into this ___ day of _____, 2025, by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas, and **RAYTOWN, MISSOURI**, a Missouri municipality (hereinafter referred to as "Partner").

---

**WITNESSETH:**

**WHEREAS**, a sound, efficient and viable public transportation system is essential to the socio-economic wellbeing of the Kansas City Area Transportation District ("**District**"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas;

**WHEREAS,** the KCATA is a public agency authorized by law to plan, own, operate, and maintain public transportation systems and services in the district;

**WHEREAS,** Raytown, Missouri desires to promote the convenience, comfort, prosperity, and general welfare of its residents, employees, constituents, or customers through access to KCATA services;

**WHEREAS** Raytown requests access to IRIS transportation services operated by KCATA through its third-party service provider WHC (zTRIP) Flex Transportation Service.

---

**NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:**

---

**1. Service Provision**

KCATA shall provide IRIS transportation services (hereinafter "Contract Service") as generally set forth in **Attachment A – Scope of Services**, for the period beginning **July 1, 2025 Date** and ending **August 31, 2026**.

---

**2. Service Adjustments**

The level of service as outlined in Attachment A may not be reduced or modified without the mutual consent of both parties. Requests for service increases shall trigger negotiations for revised pricing and contract terms based on current market rates.

---

**3. Payment Terms**

Partner agrees to the following cost structure:

a. **Monthly Minimum Fee**
   Partner shall pay a minimum monthly fee of $8,000. This fee entitles the partner to up to four hundred (400) trips originating within the community during that month.
b. **Per-Trip Fee**
   Trips originating in the community beyond the four hundred (400) included in the monthly minimum shall be billed at a rate of $20.00 per additional trip.
c. **Monthly Billing**
   At the end of each calendar month, the total number of trips originating in the community shall be calculated. If the number of trips exceeds 400, the community shall be invoiced for the overage based on the $20.00 per-trip rate. If the total number of trips does not exceed 400, no additional charges shall apply beyond the $8,000 minimum.
d. **Definition of Originating Trip**
   For purposes of this agreement, a trip shall be considered to "originate" in a community if the initial pickup location falls within the geographical boundaries of that community.

KCATA shall invoice Raytown, Missouri at the beginning of each month for the prior month's service. Payment is due within thirty (30) days.

---

**4. Termination**

**a. Termination for Convenience:**

Either party may terminate this agreement, in whole or in part, with sixty (60) days written notice. KCATA shall be entitled to payment for services rendered up to the date of termination.

**b. Termination for Default:**

In the event of material non-performance, including failure to deliver services or remit payment, either party may terminate this Contract by providing written notice specifying

the nature of the default. The defaulting party shall have fifteen (15) days to cure the breach before termination becomes effective.

**c. Immediate Termination by KCATA:**
Notwithstanding the above, KCATA reserves the right to terminate this agreement immediately, with or without cause, upon written notice to the Partner. In such event, KCATA shall be entitled to payment for services performed up to the effective date of termination.

---

**5. Federal Transit Administration (FTA) Compliance**

As federal funds or resources may be used, the following clauses apply:

- **No Federal Government Obligation to Third Parties**
- **Program Fraud and False Statements** (31 U.S.C. §3801–3812)
- **Civil Rights** (Title VI, EEO, ADA compliance)
- **Disadvantaged Business Enterprise (DBE)** (49 CFR Part 26)
- **Debarment and Suspension** (2 CFR Part 180)
- **Buy America** (where applicable)
- **Lobbying Certification** (Byrd Amendment)

All parties shall comply with federal and state rules and maintain appropriate records subject to audit.

---

**6. Record Retention and Audits**

KCATA and Partner shall retain financial and service records for a period of three (3) years following contract expiration or termination. Records shall be made available for audit or inspection by authorized representatives.

---

**7. General Provisions**

a. This contract shall benefit and bind the successors and permitted assigns of both parties.

b. This contract may be executed in counterparts and via electronic means.
c. This agreement constitutes the entire understanding of the parties and supersedes all prior oral or written agreements.
d. All modifications shall be made in writing and signed by both parties.
e. Any provisions which by nature extend beyond termination shall survive.
f. Any required consents shall not be unreasonably withheld or delayed.

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**8. Governing Law**

This Contract shall be governed by the laws of the **State of Missouri**, and any legal action shall be brought in the **Circuit Court of Jackson County, Missouri**.

---

**9. Notices**

All notices under this Agreement shall be delivered to the following:

**If to KCATA:**
Director of Mobility Services
Kansas City Area Transportation Authority
1200 East 18th Street
Kansas City, MO 64108

**If to City of Raytown**
Diane Egger, City Administrator
City of Raytown
City Hall
10000 E. 59th Street
Raytown, MO 64133
816-737-6003

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

**KCATA**

By: _____

Name:

Title:

ATTEST:

By: _____

Witness

**City of Raytown, Missouri**

By: _____

Diane Egger, City Administrator

ATTEST:

By: _____

Teresa Henry, City Clerk

**Attachments:**

- **Attachment A:** FTA Clauses (if necessary, as standalone)
- **Attachment B:** Scope of Services

ATTACHMENT "A"

**Essential FTA Clauses for Community Service Contracts**

| Clause | When Required | Purpose |
|---|---|---|
| **No Federal Government Obligation to Third Parties** | All contracts | Clarifies that the federal government is not a party to the contract. |
| **Program Fraud and False or Fraudulent Statements and Related Acts (31 U.S.C. §§ 3801–3812)** | All contracts | Requires compliance with federal fraud laws. |
| **Access to Records and Reports (49 U.S.C. § 5325)** | Contracts over $100,000 | Grants FTA and other oversight agencies access to project-related records. |
| **Federal Changes Clause** | All contracts | Requires compliance with changes in federal requirements. |
| **Termination (for Convenience and for Default)** | Contracts over $10,000 | Specifies procedures for ending the contract early. |
| **Civil Rights Requirements (Title VI, EEO, ADA)** | All contracts | Prohibits discrimination based on race, color, national origin, sex, age, or disability. |
| **Disadvantaged Business Enterprise (DBE) (49 CFR Part 26)** | All contracts with sub-contracting potential | Encourages DBE participation and compliance with federal goals. |
| **Debarment and Suspension (2 CFR Part 180)** | Contracts over $25,000 | Requires that contractors and subcontractors are not excluded from federal programs. |
| **Incorporation of FTA Terms** | All contracts | Ensures FTA provisions flow down into sub-agreements. |

| Clause | When Required | Purpose |
| --- | --- | --- |
| **Lobbying Restrictions (Byrd Anti-Lobbying Amendment)** | Contracts over $100,000 | Prohibits use of federal funds for lobbying; requires certification. |

ATTACHMENT "B"

CITY OF RAYTOWN, MISSOURI CONTRACT SERVICE

**IRIS** will provide daily demand-responsive transportation service from 6:00 AM to 10:00 PM. Trips that originate and terminate within the boundaries of the City of Raytown will be fare-free ($0). For trips that either begin or end outside the city limits of Raytown, the standard IRIS fare structure applicable within Kansas City, MO will apply. All fare revenue collected through this service will be retained by the Kansas City Area Transportation Authority (KCATA).

# CITY OF RAYTOWN
# Request for Board Action

**DATE SUBMITTED: 06/25/2025**

**MEETING DATE: July 1, 2025**

**SUBMITTED BY:** **DEPARTMENT: Administration**

**Document Type:** Ordinance

## SUBJECT/REQUEST

**FIRST READING: Bill No. 6674-23, Section IV-A:** annual adoption of Personal Financial Disclosure short form reporting.

## BACKGROUND/JUSTIFICATION

In 1991, the Missouri General Assembly adopted an ethics and personal financial disclosure law, which applied to all municipalities with an annual operating budget in excess of $1 million. Under the law, municipalities were allowed to adopt their own simplified personal financial disclosure requirements by ordinance (commonly known as “short form” reporting). The financial disclosure reporting requirements apply to each elected official, the City Administrator (as the Chief Administrative Officer and Chief Purchasing Officer), the Director of Finance (as the Chief Financial Officer), the City Clerk, the full-time General Counsel, the Park Board, and the Parks and Recreation Director.

Each political subdivision desiring to use the “short form” is required to readopt the ordinance authorizing “short form” reporting every two years. However, in order to avoid the significant consequences of the failure to readopt the ordinance the recommended best practice is to adopt the ordinance annually.

**The ordinance must be adopted by September 15 and a copy must be provided to the Missouri Ethics Commission.**

## RECOMMENDED MOTION

Approve the Ordinance.

## PREVIOUS ACTION

## COMMISSION/COMMITTEE REVIEW

None

## FINANCIAL IMPACT

None

**REVIEWED BY**

| |
|---|
| Teresa Henry<br>Michael Graham<br>Jennifer Baird<br>Diane Egger<br>Teresa Henry |

**LIST OF REFERENCE DOCUMENTS ATTACHED**

| | |
|---|---|
| 1. | Ord Financial Disclosure July 2025 |

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

**AN ORDINANCE ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS IN THE CITY OF RAYTOWN, MISSOURI**

**WHEREAS**, the proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government; and

**WHEREAS**, in recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City; and

**WHEREAS**, State law requires that the procedure for disclosure of such interests be adopted by each public subdivision every two years and that a copy of the ordinance be provided to the Missouri Ethics Commission on or before September 15; and

**WHEREAS,** the City of Raytown has determined it is in the best interest of the citizens of the City to reaffirm its commitment to disclose such interests and adopt such procedures annually;

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

**SECTION 1 – RE-ADOPTION OF CITY CODE SECTION 2-131**. That Chapter 2, Administration, Article III, Officers and Employees, Division 2, Ethical Standards, Section 2-131, Disclosure reports, of the City Code is hereby adopted to read as follows:

**Sec. 2-131. Disclosure reports.**

Each elected official, the City Administrator (as the Chief Administrative Officer and Purchasing Officer), the Director of Finance (as the Chief Financial Officer), the City Clerk, the full-time General Counsel, the Park Board, and the Parks and Recreation Director, shall disclose the following information by May 1 if any such transactions occurred during the previous calendar year:

(1) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in the excess of five hundred dollars ($500.00), if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.

(2) The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars ($500.00), if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

(3) The City Administrator (as Chief Administrative Officer and Chief Purchasing Officer) shall also disclose by May 1 for the previous calendar year the following information:

a. The name and address of each of the employers of such person from whom income of one thousand dollars ($1,000.00) or more was received during the year covered by the statement.

b. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten (10) per cent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two (2) percent or more of any class of outstanding stock, limited partnership units or other equity interests.

c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

**SECTION 2 – RE-ADOPTION OF CITY CODE SECTION 2-132**. That Chapter 2, Administration, Article III, Officers and Employees, Division 2, Ethical Standards, Section 2-132, Filing of disclosure reports, of the City Code is hereby adopted to read as follows:

**Sec. 2-132. Filing of disclosure reports.**

The disclosure report shall be filed at the following times, but no person is required to file more than one (1) report in any calendar year:

(1) Each person appointed to office who is required to report under section 2-131 shall file the report within thirty (30) days of such appointment or employment.

(2) Every other person required to file a report shall file the same annually no later than May 1 and the report shall cover the calendar year ending the immediately preceding December 31; provided that any member of the Board of Aldermen may supplement the report to disclose additional interests acquired after December 31 of the covered year until the date of filing the report.

(3) The reports shall be filed with the City Clerk and the Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

**SECTION 3 – CITY CLERK TO NOTIFY MISSOURI ETHICS COMMISSION.** The City Clerk is hereby directed to provide a copy of this ordinance to the Missouri Ethics Commission on or before September 15, 2025.

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

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

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

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

# CITY OF RAYTOWN
# Request for Board Action

**DATE SUBMITTED: 06/25/2025**

**MEETING DATE: July 1, 2025**

**SUBMITTED BY:** **DEPARTMENT: Administration**

**Document Type:** Resolution

## SUBJECT/REQUEST

**R-3723-25:** Approve FY25 Mid-year Budget Adjustment

## BACKGROUND/JUSTIFICATION

The FY25 Budget was approved by the Board of Aldermen in October 2024. At that time, all known expenditures and associated funding were identified. During the first eight months of FY25, multiple items were added for various reasons. One of the main reasons, of course, was identifying and obligating ARPA projects. As the projects were added, the expenditures were identified, but specific funding was not formally identified. In addition, some budgeted expenditure adjustments have been identified, and an adjustment is needed to properly reflect budget. The Transportation Sales Tax Fund and Stormwater funds were impacted. A breakout for each fund is attached.

## RECOMMENDED MOTION

Approve budget adjustment for FY25.

## PREVIOUS ACTION

## COMMISSION/COMMITTEE REVIEW

## FINANCIAL IMPACT

See attached

## REVIEWED BY

Teresa Henry
Michael Graham
Jennifer Baird
Diane Egger
Teresa Henry

## LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Budget Adjustments-Transportation and Storm Water 2024-2025
2. FY25 Budget Adjustment Transportation 6.30.2025
3. Budget Adjustment Stormwater 6.30.2025

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

**RESOLUTION NO.: R-3723-25**

**A RESOLUTION AMENDING FISCAL YEAR 2024-2025 BUDGET TO REALLOCATE VARIOUS EXPENDITURES BETWEEN DESIGNATED FUNDS**

**WHEREAS,** there is a need to reallocate expenditures between various fund accounts within the Fiscal Year 2024-2025 Budget related to the Transportation Sales Tax Fund and the Storm Water Fund; and

**WHEREAS**, in order to implement the necessary budget adjustments, the Board of Aldermen find it is in the best interest of the City to amend Resolution R-3636-24, adopting the Budget for Fiscal Year 2024-2025 as set forth in Exhibit "A" attached hereto;

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

**THAT** the Fiscal Year 2024-2025 Budget approved by Resolution R-3636-24 is hereby amended as set forth in Exhibit "A" attached hereto and incorporated herein by reference;

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 1st day of July, 2025.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

# TRANSPORTATION SALES TAX Fund

| | Budget Total Budget | Current Total Budget |
|---|---|---|
| **Revenue** | | |
| 412 - General Sales Taxes | $ 1,750,000 | $ 1,750,000 |
| 461 - Reimbursements, Interest, and Miscllaneous | 37,000 | 37,000 |
| **Revenue Total:** | **1,787,000** | **1,787,000** |
| **Expense** | | |
| 521 - Supplies, Services, and Charges | 357,150 | 417,537 |
| 523 - Repairs & Maintenance | 440,000 | 553,276 |
| 541 - Capital Expenditures | 1,000,000 | 2,295,577 |
| 599 - Transfers | 360,000 | 360,000 |
| **Expense Total:** | **$ 2,157,150** | **$ 3,626,389** |
| **Fund: 204 - TRANSPORTATION SALES TAX Surplus (Deficit):** | **$ (370,150)** | **$ (1,839,389)** |

Adjustments increasing the original Board approved FY25 Budget expenditures require a funding adjustment or requires funding

| | |
|---|---|
| 1) Raytown Road Project exense setup in FY25 amended budget paid in FY24 | $ 1,254,667 |
| adjust account 204-62-00-100-57000 | |
| 2) Raytown Road additional funds | 231,017 |
| move funds from General fund to Transportation Fund | |
| 3) Reduction of Street Improvement project expense 204-62-00-100-57000 | 353,705 |
| Total Adjustment | $ 1,839,389 |

## Stormwater Fund

| | Original Budget | Amended Budget |
|---|---|---|
| **Revenue** | | |
| 412 - General Sales Taxes | 120,000 | 120,000 |
| 431 - Intergovernmental | - | - |
| 461 - Reimbursements, Interest, and Miscllaneous | 32,500 | 32,500 |
| 499 - Transfer In | 6,594,100 | 6,594,100 |
| **Revenue Total:** | **6,746,600** | **6,746,600** |
| **Expense** | | |
| 521 - Supplies, Services, and Charges | 86,100 | 86,100 |
| 523 - Repairs & Maintenance | 133,000 | 133,000 |
| 541 - Capital Expenditures | 6,464,660 | 8,096,021 |
| 599 - Transfers | 22,000 | 22,000 |
| **Expense Total:** | **6,705,760** | **8,337,121** |
| **Fund: 401 - STORM WATER FUND Surplus (Deficit):** | **40,840** | **(1,590,521)** |

Amendments made to the FY25 budget require additional funding adjustments

| | |
|---|---|
| 1) Go bond design funding should be transferred from general fund as expended. GO Bond cost pre-issue can be recovered once bonds are issued. General Fund will be reimbursed once bond proceeds are received. | $ 817,064 |
| 2) Projects that amended the FY25 budget should have asked for General Fund amounts to be transferred to Stormwater fund. | |
| a) 83rd St stormwater project remobilization | 12,462 |
| b) Woodson stormwater improvement | 198,874 |
| 3) Projects identified in budget amendment did not identify ARPA as funding source. | |
| a) 59th St contingency usage | 198,600 |
| b) 53rd St utility relocation project | 248,807 |
| c) Emergency point repairs | 126,415 |
| d) MS4 implementation | 13,041 |
| Total Adjustment | $ 1,615,262 |