

AGENDA
RAYTOWN PARKS & RECREATION BOARD
Monday, July 17, 2023 7:00 PM

Hosted in person at the Raytown Parks Office:
5912 Lane Ave, Raytown MO 64133

Or via Zoom Link:

<https://zoom.us/j/93413307323?pwd=WIArNnNCTVp0eG9Ga3RSd0hxaU9yUT09>

Meeting ID: 934 1330 7323

Password: 026865

I. Call to Order

II. Public Participation

- Michael Anderson

Approval of Minutes –June 19, 2023

III. Reports of Officers

President – Robbie Tubbs

Vice President – Evan Gorrell

IV. Reports of Standing & Special Committees

Personnel – Evan Gorrell

Finance – Michael Anderson

Program – Brian Morris

Buildings & Grounds – Dave Thurman

BMX-

Rice-Tremonti – Brian Morris

V. Staff Reports

Director – Dave Turner

Superintendent of Parks – Tony Mesa

Recreation- Gage Colton

VI. New Business

1. Raytown BMX use contract
2. Budget update
3. TRIM Grant, tree inventory
4. BMX Liaison

VII. Other Business

VIII. Announcements

IX. Adjourn

- Next Meeting: Monday, August 21, 2023, 7 PM at Raytown Parks office

**Raytown Parks Board
Minutes
June 19, 2023**

Attendance:

Park Board: George Mitchell, Michael Anderson, Evan Gorrell, Rhonda Herring, Dave Thurman, Robbie Tubbs, Brian Morris.

Staff: Dave Turner, Tony Mesa, Gage Colton, and Mary Ann McCormick

Guests: Nate Jonjevic, BMX

A quorum was declared present and the meeting was called to order at 7:00 pm. Brian Morris made a motion to approve the May 15, 2023 minutes. Robbie Tubbs seconded and the motion passed.

Reports of Officers

President – welcomed new member Rhonda Herring

Vice President – attended Raytown Live on 6/10/23 about 250 people attended

Reports of Standing & Special Committees

Personnel – no report

Finance – no report

Program – no report

Buildings & Grounds – no report

BMX – no report

Rice Tremonti – lawn mower was stolen, building new garage door, \$2500 deductible for the building. Will most likely be added to our mowing contract for next year with Rice Tremonti being invoiced separately.

Staff Reports

Director – a written report was distributed.

Superintendent of Parks – a written report was distributed.

Recreation - a written report was distributed.

New Business:

2. C-2 Contract for BMX – a couple of changes have been made to the contract with school district. Some items need to be updated like the month and times the BMX group can work on the track. This is the first draft so changes will be submitted to C-2.

1. Finance Committee recommends the following changes to the budget at this time: BMX grant change to \$25,000; mowing contract increase to \$50,000, camera contract delete and add part of money to computer services, change name Computer Equipment to Technology Maintenance. Discussed increase of Personnel Services by approximately \$70,000 and what the property taxes assessments mean for the city and the parks dept. We will re-visit budget at July meeting.

3. Brian Morris made a motion to continue the Friends of Raytown Parks registration with the State of Missouri. Michael Anderson seconded and the motion passed. Michael Anderson volunteered to be a Director for this group.

4. Election of Officers

President Elections:

Dave Thurman nominated Evan Gorrell, Brian Morris nominated Robbie Tubbs, both accepted the nomination. By a show of hands vote for Evan Gorrell as President – Dave Thurman, Michael Anderson and Evan Gorrell (3 votes). By a show of hands vote for Robbie Tubbs as President – Brian Morris, Robbie Tubbs, Rhonda Herring and George Mitchell (4 votes). Robbie Tubbs was voted in as President.

Vice President Elections:

Robbie Tubbs nominated Brian Morris, Michael Anderson nominated Evan Gorrell, both accepted the nomination. By a show of hands vote for Brian Morris for Vice President – Brian Morris, Robbie Tubbs, Rhonda Herring (3 votes). By a show of hands vote for Evan Gorrell as Vice President – Evan Gorrell, Michael Anderson, Dave Thurman and George Mitchell voted yes (4 votes). Evan Gorrell was voted in as Vice President.

5. Robbie Tubbs made a motion to adjourn at 8:00 pm. Rhonda Herring seconded and the motion passed.

A big thank you to George Mitchell for his years of service and dedication to the Park Board.



Budget Report Account Summary

For Fiscal: 2022-2023 Period Ending: 07/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 201 - PARKS & RECREATION							
Revenue							
<u>201-00-00-100-41205</u>	Parks/Storm Water Capital Sales Ta	327,000.00	327,000.00	0.00	236,629.14	-90,370.86	27.64 %
<u>201-00-00-100-46102</u>	Investment Income	400.00	400.00	0.00	8,700.06	8,300.06	2,175.02 %
<u>201-00-00-100-46401</u>	Miscellaneous Revenue	300.00	300.00	0.00	0.00	-300.00	100.00 %
<u>201-92-00-000-42122</u>	Credit Card Processing Fee	0.00	0.00	0.00	549.03	549.03	0.00 %
<u>201-92-00-100-41101</u>	Real Estate Tax	455,000.00	455,000.00	0.00	461,371.91	6,371.91	101.40 %
<u>201-92-00-100-41102</u>	Personal Property Tax	90,000.00	90,000.00	0.00	112,645.94	22,645.94	125.16 %
<u>201-92-00-100-41104</u>	Delinquent Real Estate Taxes	13,000.00	13,000.00	0.00	9,439.78	-3,560.22	27.39 %
<u>201-92-00-100-41105</u>	Penalties	10,000.00	10,000.00	0.00	6,536.30	-3,463.70	34.64 %
<u>201-92-00-100-41106</u>	EXCESS PROCEEDS	0.00	0.00	0.00	1,016.63	1,016.63	0.00 %
<u>201-92-00-100-41107</u>	Railroad & Utilities Tax	19,000.00	19,000.00	0.00	20,639.59	1,639.59	108.63 %
<u>201-92-00-100-41108</u>	Replacement Tax	28,000.00	28,000.00	0.00	29,382.59	1,382.59	104.94 %
<u>201-92-00-100-41110</u>	Circuit Breaker Refund	-1,000.00	-1,000.00	0.00	-659.84	340.16	65.98 %
<u>201-92-00-100-41111</u>	Delinquent Property Tax Revenue	8,000.00	8,000.00	0.00	7,359.72	-640.28	8.00 %
<u>201-92-00-100-43101</u>	SuperSplash Grant	335,000.00	335,000.00	0.00	0.00	-335,000.00	100.00 %
<u>201-92-00-100-46101</u>	Interest Earnings	2,000.00	2,000.00	0.00	30,116.35	28,116.35	1,505.82 %
<u>201-92-00-100-46303</u>	Gain on sale of Fixed Asset	4,500.00	4,500.00	0.00	10,890.00	6,390.00	242.00 %
<u>201-92-00-100-47101</u>	Ballfield Lights Fees	3,000.00	3,000.00	0.00	805.00	-2,195.00	73.17 %
<u>201-92-00-100-47105</u>	Shelter House Rental Fees	22,000.00	22,000.00	0.00	21,398.68	-601.32	2.73 %
<u>201-92-00-100-47110</u>	Sports Field Rental Fees	12,000.00	12,000.00	0.00	1,620.00	-10,380.00	86.50 %
<u>201-92-00-100-47116</u>	Vending Machine-Kenagy	1,100.00	1,100.00	0.00	626.00	-474.00	43.09 %
<u>201-92-00-100-47204</u>	Team Sports League	18,000.00	18,000.00	0.00	5,469.57	-12,530.43	69.61 %
<u>201-92-00-100-47220</u>	Donations	12,000.00	12,000.00	0.00	13,555.00	1,555.00	112.96 %
<u>201-92-00-100-47425</u>	Other Income	1,000.00	1,000.00	0.00	11,184.98	10,184.98	1,118.50 %
	Revenue Total:	1,360,300.00	1,360,300.00	0.00	989,276.43	-371,023.57	27.28%
Expense							
<u>201-00-00-000-59941</u>	CASH LONG & SHORT	0.00	0.00	0.00	1.00	-1.00	0.00 %
<u>201-00-00-100-58000</u>	BMX Appropriation	35,000.00	35,000.00	0.00	35,000.00	0.00	0.00 %
<u>201-00-00-100-59950</u>	Operating Transfer - TIF EAT's	33,600.00	33,600.00	0.00	22,557.44	-11,042.56	32.86 %
<u>201-92-00-100-51102</u>	Civilian Employees	435,393.60	435,393.60	0.00	291,484.66	-143,908.94	33.05 %
<u>201-92-00-100-51106</u>	Part Time Employees	32,500.00	32,500.00	0.00	11,538.39	-20,961.61	64.50 %
<u>201-92-00-100-51111</u>	Civilian Employees Overtime	5,112.86	5,112.86	0.00	2,782.37	-2,330.49	45.58 %
<u>201-92-00-100-51206</u>	Life Ins	1,086.00	1,086.00	0.00	819.54	-266.46	24.54 %
<u>201-92-00-100-51208</u>	Vacation Pay	0.00	0.00	0.00	776.77	-776.77	0.00 %
<u>201-92-00-100-51212</u>	Deferred Compensation - 401 A	2,500.23	2,500.23	0.00	2,346.55	-153.68	6.15 %
<u>201-92-00-100-51214</u>	Civilian Pension - LAGERS	68,084.75	68,084.75	0.00	42,525.32	-25,559.43	37.54 %
<u>201-92-00-100-51215</u>	Health Insurance	58,328.90	58,328.90	0.00	50,307.68	-8,021.22	13.75 %
<u>201-92-00-100-51218</u>	Med Exp - HSA contribution	6,000.00	6,000.00	0.00	3,875.00	-2,125.00	35.42 %
<u>201-92-00-100-51220</u>	Dental	5,271.00	5,271.00	0.00	2,888.55	-2,382.45	45.20 %
<u>201-92-00-100-51221</u>	Vision	996.00	996.00	0.00	618.28	-377.72	37.92 %
<u>201-92-00-100-51225</u>	FICA	36,565.96	36,565.96	0.00	22,024.79	-14,541.17	39.77 %
<u>201-92-00-100-51231</u>	Auto Allowance	4,980.00	4,980.00	0.00	3,415.00	-1,565.00	31.43 %
<u>201-92-00-100-51236</u>	Ins Opt Out Incentive	1,992.00	1,992.00	0.00	747.00	-1,245.00	62.50 %
<u>201-92-00-100-51238</u>	Phone Allowance	3,360.00	3,360.00	0.00	2,240.00	-1,120.00	33.33 %
<u>201-92-00-100-51240</u>	Workers Compensation Insurance	17,627.05	17,627.05	0.00	11,260.62	-6,366.43	36.12 %
<u>201-92-00-100-52101</u>	Office Supplies	600.00	600.00	0.00	28.19	-571.81	95.30 %
<u>201-92-00-100-52200</u>	Operating Supplies	3,450.00	3,450.00	0.00	1,044.24	-2,405.76	69.73 %
<u>201-92-00-100-52233</u>	Uniforms	3,300.00	3,300.00	0.00	420.88	-2,879.12	87.25 %
<u>201-92-00-100-52250</u>	Professional Services	1,400.00	1,400.00	0.00	197.46	-1,202.54	85.90 %
<u>201-92-00-100-52300</u>	Repair & Maintenance Supplies	73,200.00	73,200.00	0.00	23,761.29	-49,438.71	67.54 %
<u>201-92-00-100-52301</u>	Fuel	15,000.00	15,000.00	0.00	4,345.62	-10,654.38	71.03 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 07/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>201-92-00-100-53101</u>	Postage	500.00	500.00	0.00	9.77	490.23 98.05 %
<u>201-92-00-100-53241</u>	Printing & Promotions	1,500.00	1,500.00	0.00	0.00	1,500.00 100.00 %
<u>201-92-00-100-53301</u>	Dues & Memberships	2,900.00	2,900.00	0.00	825.45	2,074.55 71.54 %
<u>201-92-00-100-53401</u>	Electricity	38,000.00	38,000.00	0.00	17,436.82	20,563.18 54.11 %
<u>201-92-00-100-53411</u>	Gas	3,300.00	3,300.00	0.00	3,209.71	90.29 2.74 %
<u>201-92-00-100-53421</u>	Water	7,700.00	7,700.00	0.00	3,019.35	4,680.65 60.79 %
<u>201-92-00-100-53431</u>	Telephone	7,200.00	7,200.00	0.00	3,037.03	4,162.97 57.82 %
<u>201-92-00-100-53500</u>	Equipment Expense	1,700.00	1,700.00	0.00	73.62	1,626.38 95.67 %
<u>201-92-00-100-53600</u>	Repair & Maintenance Services	1,500.00	1,500.00	0.00	525.00	975.00 65.00 %
<u>201-92-00-100-53644</u>	Computer Services	7,500.00	7,500.00	0.00	2,073.18	5,426.82 72.36 %
<u>201-92-00-100-53701</u>	Education and Training	3,400.00	3,400.00	0.00	885.00	2,515.00 73.97 %
<u>201-92-00-100-53711</u>	Meals & Travel	1,350.00	1,350.00	0.00	242.79	1,107.21 82.02 %
<u>201-92-00-100-53913</u>	General Liability Insurance	43,765.00	43,765.00	0.00	29,507.20	14,257.80 32.58 %
<u>201-92-00-100-53961</u>	Bank Charges	4,300.00	4,300.00	0.00	2,460.43	1,839.57 42.78 %
<u>201-92-00-100-53999</u>	Miscellaneous Contractual	132,300.00	112,300.00	0.00	42,885.98	69,414.02 61.81 %
<u>201-92-00-100-54500</u>	Recreational Programming	51,800.00	51,800.00	0.00	17,111.06	34,688.94 66.97 %
<u>201-92-00-100-55000</u>	Vehicle Expense	9,800.00	9,800.00	0.00	2,955.04	6,844.96 69.85 %
<u>201-92-00-100-57000</u>	Capital Expenditures	677,000.00	27,000.00	0.00	0.00	27,000.00 100.00 %
<u>201-92-00-200-53431</u>	Telephone - BMX	0.00	0.00	0.00	275.87	-275.87 0.00 %
<u>201-92-00-753-57000</u>	Capital Expenditures - LWCF	0.00	650,000.00	0.00	632.50	649,367.50 99.90 %
<u>201-92-00-754-57000</u>	Capital Expenditures - Omnibus (Su	0.00	43,753.00	0.00	0.00	43,753.00 100.00 %
<u>201-92-00-755-57000</u>	Capital Expenditures - Omnibus (Ke	0.00	51,114.00	0.00	0.00	51,114.00 100.00 %
	Expense Total:	1,840,863.35	1,915,730.35	0.00	664,172.44	1,251,557.91 65.33%
	Fund: 201 - PARKS & RECREATION Surplus (Deficit):	-480,563.35	-555,430.35	0.00	325,103.99	880,534.34 158.53%
	Report Surplus (Deficit):	-480,563.35	-555,430.35	0.00	325,103.99	880,534.34 158.53%

Group Summary

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 201 - PARKS & RECREATION						
Revenue	1,360,300.00	1,360,300.00	0.00	989,276.43	-371,023.57	27.28%
Expense	1,840,863.35	1,915,730.35	0.00	664,172.44	1,251,557.91	65.33%
Fund: 201 - PARKS & RECREATION Surplus (Deficit):	-480,563.35	-555,430.35	0.00	325,103.99	880,534.34	158.53%
Report Surplus (Deficit):	-480,563.35	-555,430.35	0.00	325,103.99	880,534.34	158.53%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
201 - PARKS & RECREATION	-480,563.35	-555,430.35	0.00	325,103.99	880,534.34
Report Surplus (Deficit):	-480,563.35	-555,430.35	0.00	325,103.99	880,534.34



Fund Balance Report

As Of 07/03/2023

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
201 - PARKS & RECREATION	972,299.41	989,276.43	664,172.44	1,297,403.40
Report Total:	972,299.41	989,276.43	664,172.44	1,297,403.40

Raytown Parks & Recreation Department
Director's Report
July 17, 2023

BOA- We have two items for BOA approval on July 11th. Acceptance of both the \$1,012,000 LWCF Grant, and the \$3,000,000 CPF OMNIBUS grant. Tony Mesa and Damon Hodges will present these items.

RYBSA- The Raytown Youth Baseball Softball Association has ended their summer season July 1st. They are requesting to schedule some baseball clinics in August and again in October. We will cut back our mowing service at that location once the league is over for the summer. This was a tremendous expense to add to our mowing schedule, both for staff and our contractors.

53rd ST property LWCF- The MODNR Grant managers will need a quarterly report from the Raytown Parks due July 31st for any actions regarding the grant progress prior to June 30th. We have had several alarm calls and break ins on the property over the last month. We have been monitoring the property and making repairs to secure doors, etc. as we go.

OMNIBUS- We are on hold for this project until we can get approval from the BOA to move forward with the reporting process. I still have documents from GBA to turn in for our environmental studies, and I did not want to get into a reporting/reimbursement position without having fully completed acceptance documents per the city's purchasing plan.

Budget review- I will attend a meeting on July 27th to discuss the final budget request with the Finance Department. I have submitted the budget with the LWCF and TRIM grant, but would like to see the OMNIBUS grant on a separate form than the regular Parks budget.

Security- Homeland Security Services has consolidated with Metro Public Safety Inc. After a pause in service, we are getting reports again and the security staff are making contact with curfew violators.

Tree City- Parks staff and the MDC, are in discussion about 2024 Tree City USA community, and the TRIM Grant. The MDC would like to see us update our tree inventory as part of the reimbursable grant. This would be a higher expense than usual, but would be 90%+ reimbursable.

REAP- I will have a meeting in July with Damon and REAP about the use/sale of the Parks property for REAP to build a storage garage.

Creative Communities Alliance- Joe Allred installed our newest art piece "Campana" in the Pocket Park location Friday, June 26th.

Raytown Live- On July 8th was Brass Rewind, 7-9PM, at the Greenspace. Up next will be Lucidity on August 12th.

Events- H&H Colorlab will be the banner sponsor, with Spire also donating \$1,000, and Daneen T, \$100. The event is scheduled for Sept 9th 10AM-5PM. We have finalized the event schedule and the road banners and have confirmed with H&H to move ahead with printing.

Sales Tax Revenue- June sales tax to the Parks Department was \$30,911.66. July was not posted as of July 6th at the time of this report

2023 Security Curfew Violations Breakdown

	1 Non-Res	1 Resident	62 Unknown	64 Total
Kenagy Park				
4-18-23 12:30AM		1	1	
5/8/2023 1:26			2	
5/8/2023 1:42			30	
5/15/2023 1:19			1	
5/17/2023 1:18			1	
5/23/2023 1:54			v	
6/14/2023 1:15			2	
Colman Park				
4/23/2023 1:20			2	
4/23/2023 1:26			2	
5/19/2023 1:18			1	
5/20/2023 11:55			2	
5/25/2023 2:48			v	
5/26/2023 1:24			v	
6/26/2023 11:12			2	
6/27/2023 3:29			2	
7/4/2023 3:53			2	
7/4/2023 3:53			2	
Kritser Park				
00 AM 4/18/2023	1			
5/14/2023			v	
5/16/2023			v	
6/14/2023 12:29			1	
6/29/2023 4:13			1	

nor-Smith Park

5/21/2023 1:09	2
6/27/2023 12:07	2

outhwood Park

6/14/2023 11:57	2
6/18/2023 11:59	v
6/26/2023 11:51	2



July 2023
PARK MAINTENANCE REPORT



Horticulture / Right of Way

The dry weather will require a considerable amount of time for watering the new trees and annuals that have been planted. We lost an Osage orange hedge tree in Southwood Park that we are working on taking down. There has been another car hit the median across from Wendy's and damaging some of the plants and irrigation.

Staff are working on weed and pest control throughout the park system. The focus is grass growth on ball fields and certain fences as well as brush control. The pond has been treated for algae and the fountain is up and running.

We have spent time at Little Blue Trace trimming trees for better mower access and will be working on pest/weed control for the foreseeable future.

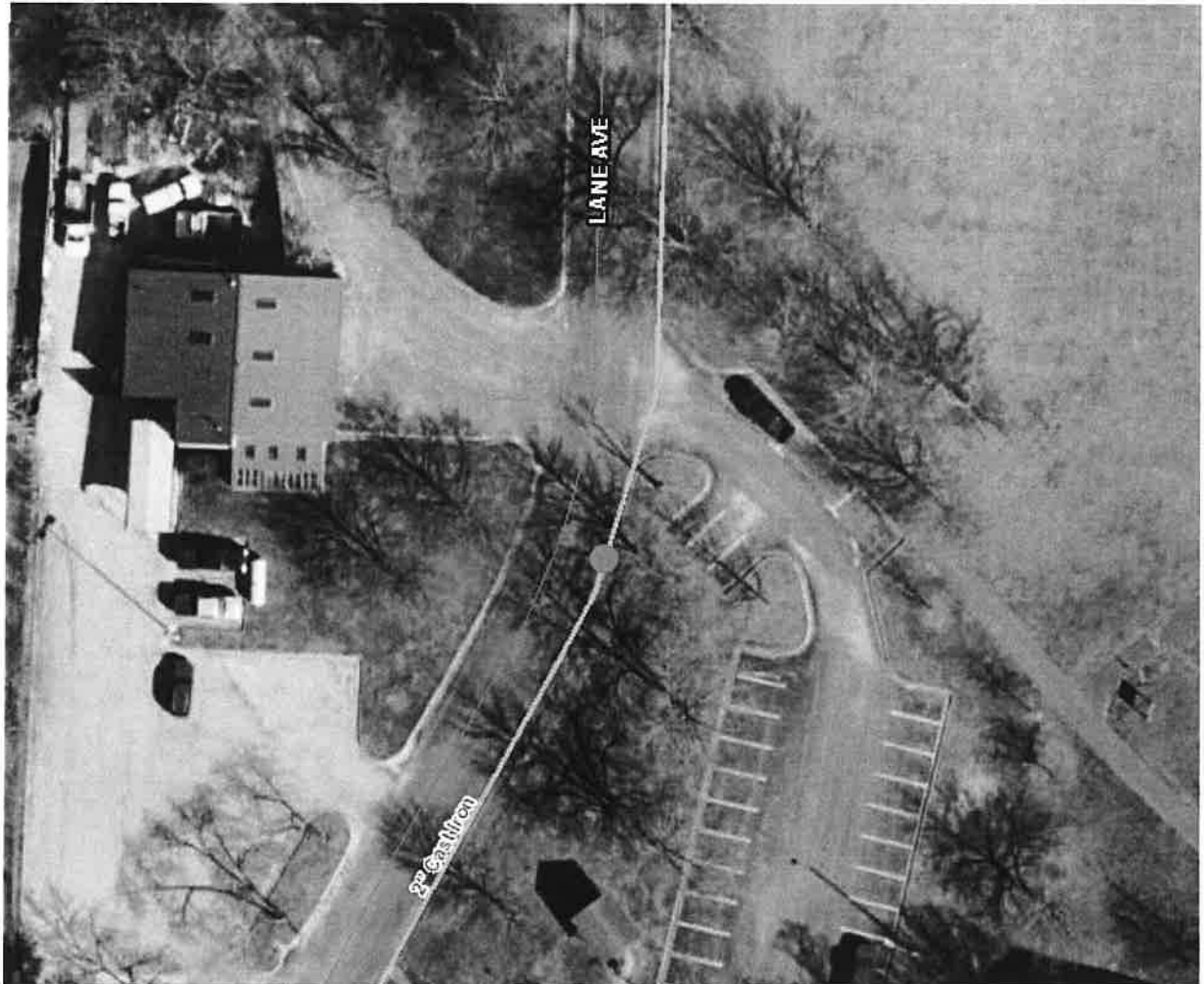
We are working on the 2024 TRIM grant application by getting quotes for an update to the tree inventory and condition assessment and coordinating with Charles Conner from the Missouri Department of Conservation.

Park Maintenance

Staff have been working through our weekend trash pickup with minimal issues from rentals. We lost two trash cans during the Independence Day Holiday due to fireworks and or fire handling. We had two small nine shot displays set off in the men's restrooms at Kenagy Park and a few days later they hit the women's restroom. The fireworks debris was a little less than last year but still significant. The ORI toilet at Minor Smith Park was destroyed by explosive fireworks overnight July 5th to the 6th and a Police report was made. The privacy enclosure was damaged by the explosion and required repairs. I have requested additional WE Tip signs from MPR to hopefully curtail some of this type of behavior. The bridge at Minor Smith Park was vandalized with graffiti over night July 9-10. Staff are working to clean up the graffiti.

The bench at Rice Tremonti will have been installed by the time of this report. Staff removed two loads of dead fall and debris from Rice Tremonti that had been picked up by the neighbor as volunteer work.

We have had a water main break that was repaired by Raytown water company.



Raytown Parks & Recreation

Park Board Recreation Report

Submitted by: Gage Colton

July 2023

A. **Softball League**

Spring/Summer games are wrapping up. There are a few more weeks left for Wednesday games that include the two games that were cancelled due to weather conditions.

B. **Tennis Lessons**

The youth tennis lessons came to an end. A second session will not be happening due to no kids signing back up.

C. **Tennis League**

Tennis league will continue their session on July 18th. We are waiting for the Spring/Summer session shirts to be delivered but they have been ordered.

D. **Raytown Live!**

Raytown Live on July 8th went very well. We had about 260 people in attendance. The same food truck as June 10th was back again and everyone absolutely loved them and the band (Brass Rewind).

Agenda item 1

**AGREEMENT FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, AND
LEASE OF BMX TRACK AND OTHER SITE AMENITIES LOCATED AT THE**

RAYTOWN "SAFETY CENTER" SITE

THIS AGREEMENT IS entered into between THE CITY OF RAYTOWN, a Municipal Corporation, by and thru its PARKS AND RECREATION, (hereinafter referred to as CITY), and the RAYTOWN CONSOLIDATED SCHOOL DISTRICT #2, RAYTOWN, MISSOURI, a political subdivision, in the State of Missouri (hereinafter referred to as DISTRICT).

RECITALS:

It is to the mutual benefit of CITY and DISTRICT to contribute jointly to the establishment of recreational facilities which can serve the needs of both the general public and DISTRICT, and

CITY and DISTRICT have been cooperating in the use of numerous recreational facilities in accordance with various previously approved Agreements from time to time, and CITY and DISTRICT agree that said cooperative ventures are mutually beneficial to the citizens of CITY and patrons and students of DISTRICT, and

CITY desires to supplement park acreage to meet community recreational needs; and

The estimated average life of all improvements to be constructed on the leased property is no greater than the term of this Agreement:

BASED UPON THESE RECITALS, THE PARTIES AGREE THAT:

1. Term. DISTRICT hereby grants to CITY a five (5)-year leasehold interest in the property hereinafter described, commencing on the date of execution hereof by DISTRICT.
2. Property. The real property covered by this Agreement shall consist of a parcel more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein.
3. Consideration. Good, valuable, and adequate consideration exists in the mutual benefit enjoyed and the legal detriment incurred by CITY and DISTRICT as result of their entering into and fulfilling this Agreement.

4. City Use of Property. CITY shall have exclusive use of the area identified in Exhibit "A" (consisting of: Bicycle Motocross Track(s) -BMX). The track shall be allowed to operate Sunday-Thursday from 5:30 p.m. to 10:00 p.m., Friday from 5:30 p.m. to 11:00 p.m., and Saturday from 7:30 a.m. to 11:00 p.m. beginning March 1st and extending through November 30th annually. The CITY shall have access to the area for maintenance and preparations for operations daily from 7:00a.m. to 11:00 p.m. beginning March 1st and extending thru December 15th, annually. The CITY agrees to coordinate community use of said recreational facilities at all times. Parking shall be available for CITY recreational activities on a first come, first serve basis when parking is needed for DISTRICT educational purposes. CITY shall be authorized to charge "user" fees for the use of the BMX track and "vendor" fees for concessionaires who are given permits to offer retail sales within the BMX track. CITY shall be authorized to operate a food and beverage concession and retain all proceeds to pay track operational expenses, maintenance and improvements. CITY shall provide security guard services at all events in which more than fifty (50) people are expected to attend or which will take place between the hours of 11:00 p.m. and 7:30 a.m. Security guard services must include property security, security patrols of the area identified in Exhibit "A," crowd control and emergency management services. Security guards must be Class B Licensed Private Security Personnel by the Kansas City Missouri Police Department, another local police department or other similar agency. CITY agrees to draft, post and enforce rules for the recreational facilities which ban open fires, camping, firearms, weapons and alcohol on the area identified in Exhibit "A." Camping is defined as the temporary use of the land for the purpose of overnight occupancy with or without a temporary structure such as a tent, sleeping bag, motorhome, trailer, etc. Camping may be allowed for specific, pre-arranged, limited events only if preauthorization is made in writing between DISTRICT and CITY. CITY agrees to follow all requirements under Mo. Rev. Stat. § 571.107(1)(15) regarding signage related to concealed firearm bans. The firearms ban does not apply to CITY provided security guard service personnel or to persons included under Mo. Rev. Stat. § 571.030 (2).

5. District Use of Property. It is contemplated that the DISTRICT will have no need to use this area but shall have the right to inspect the area for compliance with the provisions of this lease at all times. City Responsibilities. CITY agrees to construct or cause to be constructed one or more lighted BMX tracks within this area with supporting amenities, such as: spectator seating facilities, concession building, an administrative office and race tower, temporary storage units, irrigation system, underground electrical service lines and systems, sidewalks, drainage as required, and landscaping in accordance with plans and specifications approved by DISTRICT and CITY prior to the commencement of construction. CITY shall pay for the cost of all landscape architectural and engineering services, printing and advertising; and, all construction. All construction shall meet the

requirements and standards of DISTRICT, CITY and KC Missouri Building Codes, and a nationally recognized body governing Bicycle Motocross racing (such as the American Bicycle Association). CITY shall be responsible for all litter collection and removal. CITY shall maintain said aforementioned amenities at its sole cost and expense in a timely and workmanlike manner within its annual budgeted resources and consistent with its city-wide maintenance standards. The CITY shall be allowed to appoint a board of volunteers to direct track operations and perform, or cause to be performed, routine maintenance work on property herein described.

6. District Responsibilities. DISTRICT shall make available hard surfaces for parking. DISTRICT agrees to allow the CITY the use of other areas within the site and near the track for overflow parking during large race events which will require more parking than the hard surface will provide. Damaged grass areas due to parking will be restored to their original condition by CITY. Parking will be on a first-come, first-serve basis. Cost of future maintenance of the existing parking shall be shared by the parties equally.
7. Utilities. The CITY shall pay all utility costs associated with the operation and maintenance of the BMX track. Appropriate meters shall be installed in the name of the CITY so that all utility bills go directly to the CITY. The CITY shall be responsible for all construction costs incurred to bring all necessary (water, electric) utilities to the site and for all meter deposits, if any, and shall be authorized to construct said utilities across non-leased land and shall return said land to its original condition prior to construction at CITY expense. Any work by the CITY on the site shall observe existing utility easements.
8. Commencement of Work. Should work not commence on the site described herein within two (2) years from the execution date of this Agreement, subject Agreement shall be voidable for all or separate parcels as mutually agreed by CITY and DISTRICT. Such date of commencement of work on the subject site shall be mutually agreed upon by CITY and DISTRICT. Upon completion of such work by CITY, CITY shall furnish DISTRICT with complete "as-built" drawings.
9. Improvements. No improvements shall be installed by CITY nor shall construction on said improvements begin until plans and specifications for said improvements are reviewed, approved and signed by both parties. All CITY financed improvements installed upon said real property shall remain the property of the CITY during the term of the leasehold and will be removed by CITY upon request by DISTRICT at termination of the leasehold, and said property shall be returned to DISTRICT free of all encumbrances. If the CITY removes improvements, the property shall be restored to a condition as near as possible as existed at the inception of the lease, all at the expense of the CITY. In the event CITY does not so remove said improvements upon expiration of this Agreement, as

requested in writing by DISTRICT, DISTRICT may remove, sell, restore to original site condition, or destroy the same at CITY expense.

10. Joint Review. CITY and DISTRICT shall meet semi-annually prior to February 1 and August 1 of each year to review the joint use of the leased premises. As a result of this review, this Agreement may be revised upon the mutual consent of both CITY and DISTRICT. Said revisions, when made, shall then become a part of this Agreement and shall be reduced to writing.
11. Quiet Possession. CITY, subject to performing the covenants and agreements herein, shall at all times during the term of the Agreement peaceably and quietly have, hold, and enjoy the said property for the term aforesaid.
12. Entry and Inspection. DISTRICT reserves, and shall always have, the right to enter upon said real property for the purpose of viewing and ascertaining the condition thereof.
13. Assignment. CITY shall not assign this Agreement or any interest herein without prior written consent of DISTRICT, except that the CITY shall have the right to appoint a board of volunteers to direct track operations and perform, or cause to be performed, routine maintenance work on property herein described. Said volunteer board may become incorporated as a not-for-profit organization but will remain under the control of the CITY.
14. Equal Opportunity Compliance. CITY agrees to monitor any and all contractors, subcontracts, independent contractors and employees for compliance with Equal Opportunity and non-discrimination requirements and to hold DISTRICT harmless from any and all liability, claims, damages, or injuries to any person in connection with any acts or omissions rising therefrom.
15. Compliance with Law. At its sole cost and expense CITY shall comply, and shall secure compliance by persons within its control and authority, with all the requirements of state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises or the operations conducted thereon; and shall faithfully observe and secure observance of all state and federal statutes now in force or which may hereafter be in force, in the use of said premises by persons within its control and authority.
16. Assigns. Time is of the essence of each and all of the terms and provisions of this Agreement, and this Agreement shall inure to the benefit of and be binding upon the parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations, and agreements in the Agreement shall extend to and bind any successor(s) of the parties.

17. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition of this Agreement.
18. Administration of Agreement. Notices. Control and administration of this Agreement is under the jurisdiction of the Superintendent as to DISTRICT'S interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon DISTRICT may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the Raytown C-2 Consolidated School District at 10500 E. 60th Terrace, Raytown, MO 64133, Attention: Superintendent, or may be personally served upon DISTRICT or any person hereafter authorized by DISTRICT to receive such notice. Any notice or notices provided for by this Agreement or by law to be given or served upon CITY may be given or served by depositing in the United States mails, postage prepaid, a certified letter addressed to the Director of Parks and Recreation, Raytown Parks and Recreation, 5912 Lane, Raytown, MO 64133. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served upon personal services, or 48 hours after mailing in the manner required herein.
19. Remedies. In the event that either party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure said default within one hundred twenty (120) days following the service of the defaulting party of a written notice from the second party specifying the default complained of, then the second party may, at its option, without further notice or demand upon the defaulting party or upon any person claiming through the defaulting party and of all persons claiming rights through the defaulting party. Notwithstanding the above provisions, in the event that any default cannot be cured within one hundred twenty (120) days after the service of written notice upon the defaulting party, the second party shall not terminate this Agreement pursuant to said default in the defaulting party immediately commences to cure said fault and diligently pursues such cure to completion.
20. Indemnity. CITY agrees to defend, indemnify and save DISTRICT, its Directors, agents and employees harmless from any and all liability, claims, damages, or injuries to any person caused by the independent acts of CITY, its Parks and Receptions Directors, aldermen, agents or employees in connection with the performance of this agreement and the use of the subject parcels. DISTRICT agrees to defend, indemnify and save CITY, its Parks and Receptions Directors, aldermen, agents and employees harmless from any and all liability, claims, damages, or injuries to any person caused by the independent acts of

DISTRICT, its Directors, agents or employees in connection with the performance of this agreement and the use of the subject parcels. The parties shall be required to provide comprehensive general liability insurance and to indemnify the other party for injuries which may result from the indemnifying party's use of the property. Each entity shall maintain a general liability policy that shall name the parties set out above as additional insureds and the policy shall require notification to the additional insureds in the event of cancellation. Provided, further, that the amount of insurance to be maintained by the parties shall be in an amount of at least its maximum possible statutory exposure pursuant to the Statutes of the State of Missouri, as amended from time to time.

21. Legal Proceeding. The parties agree that the law of the State of Missouri shall be used in interpreting this Agreement and will govern all disputes under this Agreement and will determine all rights thereunder.
22. Verbal Agreements. This agreement contains the complete expression of the whole agreement between the parties hereto and there are not promises, representations, agreements, warranties, or inducements either expressed verbally or implied except as are fully set forth herein. This Agreement cannot be enlarged, modified, or changed in any respect except by written agreement between the said parties.
23. Severance. If any part of the Agreements contained herein is found by a court of competent jurisdiction to be void or voidable, that portion which is so held to be defective shall be severed from the remainder hereof, the latter to remain in full force and effect.
24. Amendment or Renewal. This Agreement may be amended or renewed in writing by mutual consent of DISTRICT and CITY as permitted by law.
25. Nondiscrimination. DISTRICT, CITY, and all others who from time to time may use the property and recreational facilities described herein with the permission and on the terms and conditions specified by both parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, or national origin including, but not limited to, the providing of goods, services, facilities, advantages, and the holding and obtaining or employment.

IN WITNESS WHEREOF, this Agreement is executed by the City of Raytown, Parks and Recreation Board acting by and through its Director of Parks and Recreation, pursuant to official action taken by the Board and recorded in Board minutes, dated _____ authorizing such execution and by the Raytown C-2 Consolidated School District of Raytown, Missouri, acting by and through its Superintendent pursuant to a Resolution of its Board of Education.

THE CITY OF RAYTOWN
PARKS & RECREATION DEPT.
A Municipal Corporation

RAYTOWN C-2 CONSOLIDATED
SCHOOL DISTRICT
RAYTOWN, MISSOURI

By: _____

Director, Parks Recreation Dept.

By: _____
Dr. Penelope Martin-Knox
Superintendent

APPROVED:

Secretary

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY BY CITY ATTORNEY

Attorney for District
Date: _____

STATE OF MISSOURI)
)ss.
COUNTY OF JACKSON)

Before me, the undersigned Notary Public, on the date first above written, personally appeared _____ (Director, Parks & Recreation Department), and known to me to be the person who executed the within document on behalf of the City of Raytown Parks & Recreation Department and acknowledged to me that she/he executed the same for the purposes therein stated.

Notary Public

My Commission Expires:

STATE OF MISSOURI)
)ss.
COUNTY OF JACKSON)

Before me, the undersigned Notary Public, on the date first above stated, personally appeared Dr. Penelope Martin-Knox, Superintendent of the Raytown C-2 Consolidated School District, known to me to be the person who executed the within document on behalf of said School District and acknowledged to me that she executed the same for the purposes therein stated.

Notary Public

My Commission Expires:

Agenda item 2

Expense Category		FY24 Budget
Personnel Services		734,484
201-92-00-100-51102	Civilian Employees	489,668
	Annual Salary	479,542
	COLA/Merit Increase	10,126
201-92-00-100-51106	Part Time Employees	26,250
	Annual Salary	26,250
	COLA/Merit Increase	
201-92-00-100-51111	Civilian Employees Overtime	7,075
	Overtime	7,075
201-92-00-100-51115	Special Emergency Preparedness	
201-92-00-100-51206	Life Insurance	1,086
201-92-00-100-51212	Civilian Pension- 401A Match	2,963
201-92-00-100-51214	Deferred Compensation- LAGERS	69,533
201-92-00-100-51215	Health Insurance	58,329
201-92-00-100-51218	Med Exp - HSA Contribution	6,000
201-92-00-100-51220	Dental	5,271
201-92-00-100-51221	Vision	996
201-92-00-100-51225	FICA	40,390
201-92-00-100-51231	Auto Allowance	4,980
201-92-00-100-51236	Ins Opt Out Incentive	-
201-92-00-100-51238	Phone Allowance	3,360
201-92-00-100-51240	Workers Compensation Insurance	18,583
Supplies, Services, and Charges		265,700
201-92-00-100-52101	Office Supplies	600
201-92-00-200-52101	Office Supplies BMX	
201-92-00-100-52200	Operating Supplies	3,450
	Janitorial Supplies for parks	1,800
	First Aid/Safety Gear	900
	Supplies -General Inventory	750
201-92-00-200-52200	Operating Supplies BMX	
201-92-00-100-52233	Uniforms	3,300
201-92-00-100-52250	Professional Services	1,100
	New Hires	1,100
201-92-00-200-52250	Professional Services BMX	-
	BMX Rider Insurance/ Fees	
201-92-00-100-53101	Postage	500
201-92-00-100-53241	Printing & Promotions	1,500
201-92-00-200-53241	Printing & Promotions BMX	
201-92-00-100-53301	Dues & Membership	2,900
	Missouri Parks , National Parks Chamber, KCMPRDA, CEU, Sam's	
201-92-00-100-53500	Equipment	1,700
	Data Max copier lease	1,000
	office furniture	700
201-92-00-100-53644	Computer Services/technology improvements	9,000
	Itek computer services	
201-92-00-100-53701	Education and Training	3,400
	MPRA/NRPA/WWA	2,400
	Arborist Training and Cont. Ed.	1,000
201-92-00-100-53711	Meals & Travel	1,350

Parks Fund

201-92-00-100-53913	General Liability Insurance		44,000
201-92-00-100-53961	Bank Charges		4,300
201-92-00-100-53999	Contractual Services		136,800
	Trash Hauling	6,500	
	Port-a-potties	7,500	
	Legal Services	5,000	
	Asset Management	16,000	
	Security Contractor	26,000	
	Alarm Service	3,800	
	Creative Communities Alliance	4,000	
	Camera contract	-	
	Architect and Engineering fees	18,000	
	Mowing	50,000	
201-92-00-200-53999	Contractual Services	BMX	
201-92-00-100-54500	Rec Programs		51,800
<i>Repairs & Maintenance</i>			99,500
201-92-00-100-52300	Repair & Maintenance Supplies		73,200
	Landscaping	12,000	
	Ballfield Improvements	2,000	
	Maintenance -park structures	12,700	
	Maintenance - athletic fields and electrical	14,000	
	Maintenance - Mowers, power equip.	9,000	
	Maintenance Equipment- Small Tools	10,000	
	TRIM- Tree work	13,500	
201-92-00-200-52300	Repair & Maintenance Supplies	BMX	
201-92-00-100-52301	Fuel		15,000
201-92-00-200-52301	Fuel	BMX	
201-92-00-100-53600	Repair & Maintenance Services		1,500
	Office Janitorial	1,500	
201-92-00-100-55000	Vehicle Expense		9,800
	General	8,000	
	GPS	1,800	
<i>Utilities</i>			56,200
201-92-00-100-53421	Water		7,700
201-92-00-200-53421	Water	BMX	
201-92-00-100-53401	Electricity		38,000
201-92-00-200-53401	Electricity	BMX	
201-92-00-100-53411	Gas		3,300
201-92-00-100-53431	Telephone (hard lines) and WIFI		7,200
201-92-00-200-53431	Telephone (hard lines)	BMX	
<i>Capital Expenditures</i>			941,000
201-92-00-100-57000	Capital Expenditures		941,000
	Park Improvements	29,000	
	Super Splash redevelopment - LWCF		
201-92-00-753-57000	Capital Expenditures		912,000
<i>Debt Service</i>			-

Parks Fund

	<i>Operating Transfer</i>	-
201-00-00-100-59950	Operating Transfer - TIF EAT's	-
	<i>Budget Appropriations</i>	25,000
201-00-00-100-58000	Budget Appropriation BMX	25,000
	<i>Total Park Fund Request</i>	2,121,884

Agenda item 3



Corporate Headquarters
295 South Water Street, Suite 300
Kent, OH 44240
800-828-8312

Local Office
3507 Zinnia Dr
Columbia, MO 65202
660-287-5773

July 2023

Tony Mesa, Superintendent of *Parks*
City of Raytown, MO

RE: City of Raytown Park Tree Inventory Project

Dear Tony,

Thank you for contacting Davey Resource Group, Inc. "DRG" regarding a tree inventory of the Raytown City parks system. In support of your objectives to utilize a community forestry cost-share grant to assist in the funding for the tree inventory, DRG is pleased to offer an inventory of up to 1,750 trees for a \$9,700 lump sum or \$5.55/site. Through DRG and our dedicated team of arboricultural specialists, you will be assured of quality arborist services and professional assessments to help you achieve your long-term goals.

Tree Inventory

DRG International Society of Arboriculture (ISA) Certified Arborists will inventory all trees as directed within the scope of this project. All data will be collected using appropriate software, specific to this project, and will be delivered in the TreeKeeper Software program.

Experience and Expertise

Davey Resource Group, Inc is the arboricultural and horticultural consulting subsidiary of The Davey Tree Expert Company. With extensive experience assisting private and commercial properties and other entities including municipalities and utilities, we work with asset managers around the country and provide customized solutions to managing and tracking vital environmental assets. Our urban forestry services have provided clients nationwide with the ability to accurately and sustainably manage their critical 'green' infrastructure.

The DRG team is devoted to providing excellent customer service through our technical expertise and our passion for innovative solutions. We recognize that our success depends on meeting your needs and we are excited about the opportunity to collaborate with you on your project. Please feel free to contact me with any questions.

Sincerely,

Jacob McMains, *Area Manager*
ISA Certified Arborist, MW-5328
Davey Resource Group, Inc.
www.daveyresourcegroup.com

Tree Inventory Data Delivery

For this project, the City of Raytown will receive all tree inventory data through DRG's TreeKeeper® software. Once using TreeKeeper®, the City of Raytown can view and use the inventory data and download the data in a variety of formats, including CSV/Excel™ and ESRI® shapefile formats.

- To access TreeKeeper®, use Safari® on an iOS device or via Google Chrome™ on a Windows® or Android device; the secure login information DRG provides to the City.

Other Formats

If the City of Raytown needs the inventory data in different formats, such as Google Earth's KML, AutoCAD®, or i-Tree, or for a particular asset management software program like CityWorks or Cartegraph, DRG can supply the inventory data in those formats for an added charge. Please contact DRG for more information about data formatting options and fees.

DAVEY'S TREEKEEPER® SOFTWARE

Developed, maintained, and supported by DRG, TreeKeeper® is DRG's flagship tree management software. Leading the industry for over 20 years, TreeKeeper® is a versatile cloud-based software service designed to manage, update, and share tree inventory data. TreeKeeper® also highlights the environmental benefits of community trees.

TreeKeeper® is available as a subscription service (SaaS) with one-year, three-year, and five-year subscriptions available to fit Raytown's program's budget. Surprisingly, TreeKeeper®'s "all in and upfront" fee is one of the reasons TreeKeeper® is the industry leader. Besides being easy to use, having an interactive map and list views, being accessible by multiple people in different locations at the same time, having real-time updates, showing tree benefits, and not losing track of changes to the data, TreeKeeper® does not require add-on applications or a la carte pieces of software to accomplish the work Raytown needs the software to do. DRG builds all the functionality the City needs into TreeKeeper®. Also, with TreeKeeper® there are no confusing interfaces or differing displays, TreeKeeper® runs, looks, and acts the same whether Raytown is using TreeKeeper® on a desktop, laptop, or tablet computer.



Using inventory data has never been easier. This screenshot of DRG's TreeKeeper® shows the dashboard, query, and the call-out box.

While DRG stays on top of the latest technology trends to maintain TreeKeeper®'s place as one of the most advanced tree inventory management software systems on the market, DRG also listens to our clients to make sure TreeKeeper® responds to the needs of their respective workplaces. Over the past 20 years, many of the functional upgrades to TreeKeeper®, made by DRG's in-house software developers, came about by suggestion from our clients. And after 20 year of software development, DRG is still listening to our clients, following technology trends, and continuously improving TreeKeeper® to best meet the needs of our clients, and potential clients, like the City of Raytown.

TREEKEEPER®'S KEY FEATURES

- **Map-Centric**—use the map to find information about individual sites or groups of sites.
- **List View**—sort and analyze data.
- **Query**—look up sites by any data field such as address, species, or condition
- **Search**—by one or multiple data fields; no nested searches
- **Narrow Down**—refine the search results to find the result needed.
- **Switch Layers On-the-Fly**—change the data layer through a drop-down menu.
- **Dashboards**—gauge the inventory data via pre-set and user designed graphs.
- **Reporting**—create reports at the touch of a button.
- **Work Orders**—assign work to crews, projects, or programs.
- **Work History**—keep track of the edits made to a site.
- **Edit**—update one site at a time or make batch edits to multiple sites.
- **Multi-User Access**—available via a secure internet connection.
- **Permissions**—assign access levels (no read or edit access) to users and viewers.

- **Tree Value**—calculated using a built-in tree value estimator based on i-Tree Tools.
- **Export Data**—export data to software applications such as Microsoft® Office and other word processing and spreadsheet programs.

INTERACTIVE WORK ENVIRONMENT

TreeKeeper®'s interactive work environment makes managing inventory data easy. Using TreeKeeper®, Raytown can view and sort inventory data from the map screen or through an interactive list view. The City can utilize the map and list views independently or at the same time. Dock, undock, minimize, or maximize the map and list views to customize the work environment.

USING TREEKEEPER® IN THE FIELD

While out of the office, use TreeKeeper® on a tablet computer to keep the inventory up-to-date. Using TreeKeeper® in the field, Raytown can find and update site information and add new trees/sites to the database. All edits are in real-time. TreeKeeper® works with most tablet computers and uses the tablet computer's location services or GPS availability to determine location.

PUBLIC INTERFACE

If Raytown wants to share the tree inventory data with other City departments or the public, TreeKeeper® provides an outlet for third-party viewing. TreeKeeper®'s public interface does not allow visitors to edit the data or "crowdsource" information and the City can determine what data are shown to visitors to the site.

KNOW THE VALUE OF THE URBAN FOREST

TreeKeeper® calculates the ecosystem benefits of individual trees, groups of trees, or the entire urban forest using inventory data.

Authorization to Proceed

The following price has been developed for the tree inventory as requested and is valid for 90 days.

Raytown Missouri Park Tree Inventory, 2023

Tree Inventory (up to 1,750 trees)	\$9,700 lump sum
Additional Inventory (greater than 1,750 trees at a unit cost of \$5.54/tree)	\$5.54/site

TreeKeeper® Software - Fees

The inventory data are the property of the City, and there is no obligation to sign up for the subscription service. Should the City of Raytown wish to continue using TreeKeeper®, the following fee applies. DRG locks in the renewal fee at the price listed below.

- Annual subscription **\$3,000/year**

By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed.

Client Name: The City of Raytown

Davey Resource Group, Inc.

Authorizing Signature:

Staff Name: Jacob McMains

Title:

Date: July 11th, 2023

Date:

Appendix A

TERMS AND CONDITIONS

- All pricing is valid for 60 days from the date of this proposal.
- Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.
- Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

LIMITED WARRANTY

Davey Resource Group, Inc. ("DRG") provides this limited warranty ("Limited Warranty") in connection with the provision of services by DRG (collectively the "Services") under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Agreement").

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the "Warranty Period"), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in time it is collected (the "Time of Collection"). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, "Changes"]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope

of work. DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG's guidance on your permitting and license requirements, DRG's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty. You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

Appendix B

Inventory Data Fields

1. **Location**—DRG identifies the location of each tree and stump using X and Y coordinates.
2. **Species**—DRG names trees by genus and species using both botanical and common names, and by cultivars where appropriate.
3. **Tree Size**—DRG's urban foresters measure the diameter to the nearest inch in 1-inch size classes at 4½ feet above the ground, or diameter at breast height (DBH).
4. **Multi-Stem Tree**—DRG notes if a tree has multiple stems on trunks splitting less than 1 foot above ground level. This assists in bidding pruning/removal work.
5. **Condition**—Staff consider signs of stress, poor structure, mechanical damage, soil and root problems, disease, and pests in the assessment of tree condition.
 - a. *Good*. A good tree shows no significant problems.
 - b. *Fair*. A fair tree has minor problems that may be corrected with time or corrective action.
 - c. *Poor*. A poor tree has significant problems that are irrecoverable.
 - d. *Dead*. A dead tree shows no sign of life.
6. **Primary Maintenance**—DRG assigns one of the following maintenance needs:

- a. *Remove*. Trees recommended for removal have defects that cannot be practically or cost-effectively treated. Most trees in this category have a sizable percentage of dead crown.
 - b. *Prune*. Removal of one or more limbs to reduce risk, provide clearance, and restore the tree.
 - c. *Train*. Pruning of young or medium-aged trees to improve tree and branch architecture.
 - d. *Clearance*. Removal of one or more limbs to provide clearance ONLY.
 - e. *Discretionary*. City of Raytown may opt to prune or manage the trees for health or aesthetic appearance.
 - f. *Stump Removal*. A stump is present and recommended to be removed.
7. **Defects**—DRG identifies the conditions which indicate the presence of structural defects recording only the most significant condition and limit conditions to the following:
- a. Dead and dying branches.
 - b. Broken and/or hanging branches.
 - c. Branch attachment (adventitious, codominant, multiple, overextended).
 - d. Trunk condition (canker, bulges, ridges).
 - e. Cracks.
 - f. Decay or cavity (large trunk wound).
 - g. Tree architecture (lean, bows, taper, live crown ratio).
 - h. Root problem (dead, decayed, missing, abnormal, girdling, lack of flare).

8. **Risk Rating**—DRG evaluates risk and assigns a risk rating based on an assessment of the failure mode (i.e., branch, whole tree, codominant stem) with the most significant risk. The specified period for the risk assessment is one year. The risk part of this inventory and evaluation is to maintain compliance with the most recent standards and practices in the arboricultural industry. It is important to note that our inspections are “rapid assessments” and are meant to show a need for further study, and thus are not legally binding in any litigation.

DRG used the following criteria and matrices, based on the *International Society of Arboriculture Best Management Practices - Tree Risk Assessment*, Second Edition (E. Thomas Smiley, Nelda Matheny, and Sharon Lilly 2017), to arrive at a risk rating.

- a. *Likelihood of Failure*. Identifies the most probable failure and rates the likelihood that structural defect(s) will result in failure based on observed current conditions.
- b. *Likelihood of Impacting a Target*. The rate of occupancy of targets within the target zone and any factors that could affect the failed tree as it falls towards the target.
- c. *Consequences of Failure*. The consequences of tree failure are based on the level of target and potential harm that may occur. Consequences can vary depending on the size of the defect, a distance of fall for the tree or limb, and any other factors that may protect a target from harm. Target values are subjective, but DRG staff try to assess them from our client’s perspective.

As shown in the matrix below, the likelihood of failure and the likelihood of target determine the likelihood of tree failure impacting a target.

Likelihood of Failure	Likelihood of Impacting Target			
	Very Low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely

Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

DRG’s urban foresters estimate the risk rating by combining the likelihood of tree failure impacting a target and the consequences of failure in the matrix below. Risk ratings are Low, Moderate, High, and Extreme. A Low Risk tree poses a low overall level of risk. A Moderate Risk tree may pose some threat, particularly during storm events or unusual weather. A High Risk tree presents a high likelihood of tree or tree part failure, even during normal weather conditions. An Extreme Risk tree always poses a significant risk and probability of failure.

Likelihood of Failure	Consequences			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Even though trees may pose multiple risks at once, DRG assigns one risk rating to each tree during the inventory process. The risk rating serves only as a prioritization mechanism and is not a guarantee; City of Raytown must determine the level of acceptable risk.

9. **Risk Assessment Complete**—Staff record if they are not able to complete the assessment due to obstructions, safety concerns, or other unforeseen site conditions.
10. **Further Inspection**—Trees in this category need added and future inspections due to a variety of issues beyond the scope of a standard tree inventory. Categories for further inspection include:
 - a. Annual inspection (e.g., a tree with a defect requiring annual monitoring).
 - b. Recent damage inspection (e.g., a healthy tree affected by recent construction or other damage).
 - c. Advanced risk assessment (e.g., a tree with a defect needing added or specialized equipment for investigation).
 - d. Insect/disease monitoring (e.g., a tree that appears to have an emerging insect or disease problem).
 - e. None.
11. **Date of Inventory**—The date the DRG urban forester collected the data.



PLANIT GEO™

PlanIT Geo
RachelOrmseth
rachelormseth@planitgeo.com

PROJECT DESCRIPTION

Tree Inventory Services

PlanIT Geo (PG) will create a customized TreePlotter application with defined fields and values listed below to inventory/assess approximately \$6,000 trees for the City of Raytown Parks & Recreation, MO. PlanIT Geo will work with the City of Raytown Parks & Recreation, MO staff to determine the target areas for this inventory and the criteria for and count of trees added to the inventory. PG will facilitate communication on a weekly basis at a minimum to assure both parties are informed on work completed, upcoming schedules, and any questions that arise from the field.

PlanIT Geo's recommended fields for data collection:

- Unique ID number
- Address
- Latitude and Longitude
- Growing space
- Land use
- Common and scientific names
- Diameter at breast height (DBH) taken at 4.5 feet above grade
- General observations and defects
- Status
- Number of stems
- Condition
- Recommended maintenance/tree work
- Clearance conflicts
- Overhead utilities
- Date recorded/ modified
- User
- Last modified user
- Date added
- Last modified date
- #EXTRA Level 2 Risk Assessment (affects pricing, see cost chart)
- #EXTRA Photos (affects pricing, see cost chart)
- #EXTRA Tree tagging (affects pricing, see cost chart)



PLANIT GEO™

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**Additional fields may be added after initial consultations and may affect the unit pricing



DATA DELIVERY

PlanIT Geo will deliver all tree inventory data in ESRI Shapefile and CSV formats. Files will contain full metadata references and can be projected to desired coordinates. All data is free to export at any time from TreePlotter.

TREE INVENTORY TERMS AND CONDITIONS

PlanIT Geo will work with Raytown Parks & Recreation, MO to confirm the locations and boundaries for data collection, identify schedules and consultations, provide an overview of the tree data collection process, determine communication methods and exchange contact information, and be briefed on safety procedures and protocols.

PlanIT Geo will adhere to all safety and ISA standards during the project. At any time during the project, Raytown Parks & Recreation, MO staff can access and export the tree inventory data. Project completion will be determined after the data has been reviewed and delivered in ESRI Shapefile, CSV, and map formats.

Quotation

Exp. Date:

11 / 30 / 2023

Prepared for:

Raytown Parks & Recreation,
MO
Tony Mesa

INVENTORY SERVICES

Base Tree Inventory

Inventory and Assessment of all determined trees. Price includes travel, per-diem, and all overhead costs.

Add Basic Level 2 Risk

Assessment

Add 1 Photo per Tree

Add Tagging per Tree

QTY

6000

6000

6000

6000

PRICE

\$5.00

\$0.50

\$1.00

\$2.00

SUBTOTAL

\$30,000.00

\$3,000.00

\$6,000.00

\$12,000.00



PLANIT GEO™

PlanIT Geo
RachelOrmseth
rachelormseth@planitgeo.com

\$30,000.00

Total

\$30,000.00



PLANIT GEO™

PlanIT Geo
RachelOrmseth
rachelormseth@planitgeo.com

Payment

Note: These payment terms will be amended based on PlanIT Geo's review and approval of the City's contract.

Tree Inventory: Invoices will be sent at the completion of the project.

Net 30-day terms.

Checks payable to:

PlanIT Geo INC

PO Box 1334

Wheat Ridge, Colorado 80034

Contact:

Raytown Parks & Recreation, MO

Disclaimer: Inventory data provided by PlanIT Geo, Inc., referred to herein as "PlanIT Geo", is based on visual recording of observations and measurements at the time of the inspections. All information and data fields populated as a part of this tree inventory are for the purpose of assisting municipalities or private entities in maintenance needs, removal, and replacement of their managed trees. Recommendations provided by PlanIT Geo may be accepted or disregarded by the town and/or client or the town and/or client may seek additional advice. Visual records do not include testing or analysis of any tree component. In no event shall PlanIT Geo be held liable for any special, direct, indirect, consequential, or incidental damages caused by tree failures whatsoever and PlanIT Geo is not responsible for any hidden or otherwise non-observable hazards discovered or identified. All risk assessments performed by PlanIT Geo's Certified Arborists assume a 1-year timeframe for the assessed tree part for failure. All immediate concerns are passed on to the client indirectly through the live webmap (TreePlotter: Inventory), or directly through communication from PlanIT Geo's Certified Arborists or project managers. It is recommended that each tree be reinspected within the 1-year time frame to update the likelihood of failure matrices. Storms or other Acts of God change the structural stability of trees and all trees surveyed prior to the event will need to be re-evaluated. Also, the dynamics of inventoried trees may result in data that varies from the current condition or characteristics observed in the field due to deterioration and/or growth of living specimens in a natural environment. All previous data populated by PlanIT Geo staff can be considered out of date upon revisiting and re-evaluating the initially inventoried trees. PlanIT Geo provides no warranty regarding the function, health, or use of the urban and community forest for any purpose.



Quotation

Exp. Date:

11 / 30 / 2023

Prepared for:

City of Raytown, Missouri
Tony Mesa

1 YEAR SUBSCRIPTION

INVENTORY - Complete 1 yr

PRICE
\$3,500.00

- Up to 10k trees
- Data Field Editor
- 5 photos per item per layer
- Offline
- Ref Layer Importer
- Basic Risk Assessment
- CEM (Community Engagement Map)
- Inspections
- Notifications
- Uploader
- Work records

Support:

- Email Tech Support
- Phone Call Tech Support
- Support Website
- Request response time within 24hrs

Support and Onboarding training (one time required fee)

\$1,000.00

Total of 4 hours of training:

- Two recorded 1-hour live virtual trainings
- Two recorded 1-hour trainings to include:
 - Workflow Development Workshop)
 - Inspection Form Customization
 - Work Record Custom Default View

OPTIONAL ADD-ON MODULE

Eco Benefit Calculator* 1 yr

\$1,000.00

Annual monetary benefit of individual trees and summarized for populations of trees, based on i-Tree research

Total

\$4,500.00

Initial here for 1 year subscription

3 YEAR SUBSCRIPTION

PRICE



INVENTORY - Complete 3 yr **\$9,000.00**

- Up to 10k trees
- Data Field Editor
- 5 photos per item per layer
- Offline
- Ref Layer Importer
- Basic Risk Assessment
- CEM (Community Engagement Map)
- Inspections
- Notifications
- Uploader
- Work records

Support:

- Email Tech Support
- Phone Call Tech Support
- Support Website
- Request response time within 24hrs

Support and Onboarding training (one time required fee) **\$1,000.00**

Total of 4 hours of training:

- Two recorded 1-hour live virtual trainings
- Two recorded 1-hour trainings to include:
 - Workflow Development Workshop)
 - Inspection Form Customization
 - Work Record Custom Default View

OPTIONAL ADD-ON MODULE

Eco Benefit Calculator* 3 yr **\$2,550.00**

Annual monetary benefit of individual trees and summarized for populations of trees, based on i-Tree research

Total **\$10,000.00**

Initial here for 3 year subscription

This quotation is subject to the following terms and conditions:

- City of Raytown, Missouri agrees to PlanIT Geo Terms of Service.
- PlanIT Geo will set up application and deliver admin level access to Tony Mesa via email. Admin roles can create additional users.
- Initial onboarding and training sessions can be booked with the onboard specialist upon app delivery.

City of Raytown, Missouri



TREEPLOTTER™
software suite

PlanIT Geo
RachelOrmseth
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