

**TENTATIVE AGENDA**  
**RAYTOWN BOARD OF ALDERMEN**  
**APRIL 14, 2015**  
REGULAR SESSION NO. 49  
RAYTOWN CITY HALL  
10000 EAST 59<sup>TH</sup> STREET  
RAYTOWN, MISSOURI 64133

**OPENING SESSION**  
**7:00 P.M.**

Invocation  
Pledge of Allegiance  
Roll Call

Proclamations/Presentations

- ★ Proclamation recognizing National Telecommunicator Week

Public Comments

Communication from the Mayor

Communication from the City Administrator

Committee Reports

**LEGISLATIVE SESSION**

**1. CONSENT AGENDA**

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

Approval of the Regular March 17, 2015 Board of Aldermen meeting minutes.

**R-2758-15: A RESOLUTION** AUTHORIZING AND APPROVING THE APPOINTMENT QUENTIN BROWN TO THE HUMAN RELATIONS COMMISSION. Point of Contact: Teresa Henry, City Clerk.

**REGULAR AGENDA**

2. **R-2759-15: A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH LAN-TEL COMMUNICATIONS SERVICES, INC. FOR THE 2015 CONCRETE REPAIR PROJECT IN A TOTAL AMOUNT NOT TO EXCEED \$150,000.00. Point of Contact: Jim Melvin, Interim Public Works Director.
3. **R-2760-15: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT WITH WIEDENMANN, INC. FOR AN EMERGENCY REPAIR PROJECT TO THE SANITARY SEWER MAIN LOCATED IN THE VICINITY OF 8308 HUNTER STREET IN AN AMOUNT NOT TO EXCEED \$31,700.00. Point of Contact: Jim Melvin, Interim Public Works Director.

4. **R-2761-15: A RESOLUTION** AUTHORIZING AND APPROVING A 60-MONTH LEASE WITH LINEAGE FOR A NEOPOST AUTOMATIC MAIL MACHINE AND A FOLDER-INSERTER MACHINE OFF THE WESTERN STATES CONTRACTING ALLIANCE COOPERATIVE CONTRACT NEOPOST POSTAGE MACHINE. Point of Contact: Mark Loughry, Finance Director.

## **ADJOURNMENT**



## PROCLAMATION

**WHEREAS**, the Raytown Emergency 9-1-1 Communication Officers play a critical role in the health and safety of persons within Raytown; and,

**WHEREAS**, the Communication Center processes nearly 42,000 requests for service each year, 92,500 telephone calls and 20,250 9-1-1 calls, and,

**WHEREAS**, these highly dedicated staff members serve the citizens of Raytown 24 hours a day, 7 days a week, 365 days a year; and,

**WHEREAS**, citizens in Raytown receive superior service through the Raytown 9-1-1 Emergency Communication Center providing information, call processing and immediate dispatch of emergency calls to the Raytown Emergency Medical Services and the Raytown Police Department; and,

**NOW, THEREFORE**, I, David W. Bower, as Mayor for the City of Raytown, Missouri, do hereby recognize the week of April 12, 2015 and sign this proclamation in honor of

## NATIONAL TELECOMMUNICATOR WEEK

and ask the citizens of Raytown to recognize the effort, work and dedication of the Raytown Emergency 9-1-1 Communication officers.

Signed this Fourteenth day of April, in the Year Two Thousand and Fifteen.

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David W. Bower, Mayor

**DRAFT  
MINUTES  
RAYTOWN BOARD OF ALDERMEN  
MARCH 17, 2015  
REGULAR SESSION NO. 47  
RAYTOWN CITY HALL  
10000 EAST 59<sup>TH</sup> STREET  
RAYTOWN, MISSOURI 64133**

**OPENING SESSION  
7:00 P.M.**

Mayor Bower called the March 17, 2015 Board of Aldermen meeting to order at 7:00 p.m. Sue Klotz provided the invocation and led the pledge of allegiance.

**Roll Call**

The roll was called and the attendance was as follows:

Present: Alderman Joe Creamer, Alderman Josh Greene, Alderman Jim Aziere, Alderman Jason Greene, Alderman Janet Emerson, Alderman Charlotte Melson, Alderman Pat Ertz, Alderman Bill Van Buskirk, Alderman Steve Mock, Alderman Michael Lightfoot

**Public Comments**

Steve Guenther announced that the Raytown Charter Commission has a Town Hall meeting scheduled for March 24, 2015.

Shirley Whitman and Allen Thompson spoke against the Raytown Charter.

John Wiley spoke in favor of the Raytown Charter.

Josh Greene spoke about board practices regarding public comments.

Mary Jane Van Buskirk spoke regarding negative campaign practices.

**Communication from the Mayor**

None.

**Communication from the City Administrator**

Mahesh Sharma, City Administrator announced the next Board of Aldermen meeting was scheduled for April 14, 2015 and swearing in of the new board was scheduled for April 21, 2015. Mr. Sharma also reported the cost of the April 7, 2015 election was \$39,400.00.

Mr. Sharma reported the Public Works Director position has been advertised in various publications and resumes for the position have been coming into Human Resources.

**Committee Reports**

Alderman Melson announced that First Suburbs Coalition was scheduled to meet May 15, 2015.

Alderman Emerson announced that the Human Relations Commission was scheduled to meet March 19, 2015.

Alderman Ertz reported that Dick Smith Ford was the sponsor for this year's Music in the Park Festival.

Alderman Mock announced that Brewer & Shipley was scheduled to come back this year to play in this year's Music in the Park Festival.

## LEGISLATIVE SESSION

### 1. CONSENT AGENDA

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

Approval of the Regular March 3, 2015 Board of Aldermen meeting minutes.

**R-2752-15: A RESOLUTION** AUTHORIZING AND APPROVING THE APPOINTMENT OF STEVE RICARD TO THE HUMAN RELATIONS COMMISSION. Point of Contact: Teresa Henry, City Clerk.

**R-2753-15: A RESOLUTION** AUTHORIZING AND APPROVING THE APPOINTMENT OF ANTHONY MOORE TO THE HUMAN RELATIONS COMMISSION. Point of Contact: Teresa Henry, City Clerk.

**R-2754-15: A RESOLUTION** AUTHORIZING AND APPROVING THE APPOINTMENT OF REX BLOCK TO THE HUMAN RELATIONS COMMISSION. Point of Contact: Teresa Henry, City Clerk.

Alderman Creamer, seconded by Alderman Ertz, made a motion to approve the consent agenda. The motion was approved by a vote of 10-0.

Ayes: Aldermen Creamer, Ertz, Lightfoot, Mock, Van Buskirk, Melson, Emerson, Jason Greene, Aziere, Josh Greene  
Nays: None

### REGULAR AGENDA

2. **R-2749-15: A RESOLUTION** APPROVING A NEWSLETTER ADVERTISEMENT POLICY FOR THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Brenda Gustafson, Public Information Officer.

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

Joe Willerth, City Attorney provided the Staff Report and remained available for discussion.

Discussion included clarification whether Board or City Staff would determine what appears in the newsletters and the possibility of making changes in the future.

Alderman Josh Greene, seconded by Alderman Creamer made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Josh Greene, Creamer, Jason Greene, Melson, Van Buskirk, Lightfoot, Aziere, Emerson, Ertz, Mock  
Nays: None

3. **R-2755-15: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF PARTS AND SUPPLIES FOR POLICE VEHICLES FROM ED ROEHR SAFETY PRODUCTS OFF THE MISSOURI DEPARTMENT OF TRANSPORTATION PURCHASING CONTRACT IN AN AMOUNT NOT TO EXCEED \$21,810.00 FOR FISCAL YEAR 2014-2015. Point of Contact: Jim Lynch, Police Chief.

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

Doug Goode, Police Captain, provided the Staff Report and remained available for discussion.

Discussion included whether proposed parts to be purchased would be for the interior or exterior of vehicles and explanation that Capitol Sales Tax would fund the purchase of the supplies.

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

Ayes: Aldermen Ertz, Creamer, Aziere, Mock, Jason Greene, Emerson, Lightfoot, Josh Greene, Van Buskirk, Melson

Nays: None

4. **R-2756-15: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF SAFETY EQUIPMENT FROM GARON MARKETING IN AN AMOUNT NOT TO EXCEED \$18,163.00. FOR FISCAL YEAR 2014-0215. Point of Contact: Jim Lynch, Police Chief.

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

Jim Lynch, Police Chief, provided the Staff Report and remained available for discussion.

No discussion.

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

Ayes: Aldermen Creamer, Melson, Van Buskirk, Josh Greene, Lightfoot, Mock, Jason Greene, Aziere, Ertz, Emerson

Nays: None

5. **R-2757-15: A RESOLUTION** ACKNOWLEDGING AND SUPPORTING THE WORK OF THE CITY OF RAYTOWN COMMUNITIES FOR ALL AGES TASK FORCE AND ADOPTING AS THE CITY'S POLICY THE CONCEPTS, STRATEGIES AND PROGRAMS OF COMMUNITIES FOR ALL AGES. Point of Contact: John Benson, Development and Public Affairs Director.

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

John Benson, Development and Public Affairs Director, provided the Staff Report and remained available for discussion.

Discussion included the cost associated with adopting the policies and participation in program, concerns with adopting whole strategies/policies that are not geared specifically toward the Raytown community, policies would be a starting point for the City to use when dealing specific concerns that affect the community, whether the word "guidelines" should be used to replace policy and whether or not a resolution is needed to incorporate guidelines into City practices.

Alderman Ertz, second by Alderman Melson made a motion to amend wording of resolution to include guidelines instead of policy. The motion was approved by a vote of 6-4.

Ayes: Aldermen Ertz, Melson, Josh Greene, Lightfoot, Jason Greene, Aziere

Nays: Aldermen Mock, Van Buskirk, Creamer, Emerson

Alderman Melson, seconded by Alderman Ertz made a motion to adopt. The motion was approved by a vote of 6-5 after Mayor Bower voted to break the tie.

Ayes: Aldermen Melson, Ertz, Jason Greene, Josh Green, Aziere, Mayor David Bower

Nays: Aldermen: Emerson, Creamer, Van Buskirk, Lightfoot, Mock

6. Public Hearing: A public hearing to consider a Conditional Use Permit for property located at 9400 and 9600 E. 53<sup>rd</sup> Place.

6a. **SECOND Reading: Bill No. 6382-15, Section XIII. AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT SUBJECT TO CERTAIN CONDITIONS TO OPERATE A VEHICLE RENTAL BUSINESS ON PROPERTY LOCATED AT 9400 AND 9600 E. 53RD PLACE IN RAYTOWN, MISSOURI.** Point of Contact: John Benson, Development & Public Affairs Director.

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

Mayor Bower re-opened the public hearing and called for any ex parte' discussion(s); none was noted.

John Benson, Development & Public Affairs Director, provided an update of the Staff Report and remained available for discussion.

Alderman Van Buskirk recused himself from voting.

Mayor Bower re-opened the floor for public comment;

No public comments.

Without further comments; Mayor Bower closed the floor for public comment.

Discussion included Board members thanking applicant for creating and building his business in the Raytown community.

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

Ayes: Aldermen Jason Greene, Josh Greene, Emerson, Melson, Aziere, Mock Creamer, Lightfoot

Nays: None

Absent: Alderman Van Buskirk

#### **It Became Ordinance No.: 5515-15**

7. Public Hearing: A public hearing to consider a Text Amendment to the Architectural Design Standards specified in the Crescent Creek Design Manual.

7a. **SECOND Reading: Bill No. 6383-15, Section XIII. AN ORDINANCE GRANTING AN AMENDMENT TO THE ARCHITECTURAL DESIGN STANDARDS SPECIFIED IN THE CRESCENT CREEK DESIGN MANUAL ADOPTED BY ORDINANCE NUMBER 4952-04 ON MARCH 16, 2004.** Point of Contact: John Benson, Development & Public Affairs Director.

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

Mayor Bower re-opened the public hearing and called for any ex parte' discussion(s); none was noted.

John Benson, Development & Public Affairs Director, provided an update of the Staff Report and remained available for discussion.

Mayor Bower re-opened the floor for public comment;

Applicants John Wiley and Kirk Miles thanked the Board for giving them the opportunity to submit their ideas for development and thanked City staff for their hard work.

Without further comments; Mayor Bower closed the floor for public comment.

Discussion included how staff was thankful that empty lots would be developed and quality houses would be built.

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

Ayes: Aldermen Emerson, Melson, Mock, Josh Greene, Lightfoot, Jason Greene, Van Buskirk, Creamer, Aziere, Ertz

Nays: None

**It Became Ordinance No.: 5516-15**

## **ADJOURNMENT**

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

The meeting adjourned at 8:20 p.m.

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** April 8, 2015

**Resolution No.:** R-2758-15

**To:** Mayor and Board of Aldermen

**From:** Teresa Henry, City Clerk

**Department Head Approval:** \_\_\_\_\_

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Appointment of Quentin Brown to the Human Relations Commission.

**Recommendation:** Approve the appointment.

**Analysis:** The Human Relations Commission was re-established and reorganized pursuant to Ordinance 5332-09, which provides for the appointment of 13, plus one voting student member from each high school and adding an additional non-voting student advisory member from each high school. The members are appointed by the Mayor with the approval of the Board of Aldermen.

The term of the members is for three years and the terms are supposed to be staggered to provide consistent and experienced leadership.

Mayor Bower recommends that Quentin Brown be appointed to fulfill vacancy, which term will expire October 1, 2016.

**Alternatives:** Appoint someone else.

**Fiscal Impact:** none

**Budgetary Impact:** none

**A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF QUENTIN BROWN TO THE HUMAN RELATIONS COMMISSION**

**WHEREAS**, the City of Raytown established a Human Relations Commission pursuant to Ordinance 4911-03 adopted September 2, 2003; and

**WHEREAS**, the Human Relations Commission was re-established pursuant to Ordinance 5332-09 adopted December 1, 2009 which provides for the appointment of 13 regular members, plus 1 voting student member from each high school and 1 non-voting student advisory member from each high school appointed by the Mayor with the approval of the Board of Aldermen; and

**WHEREAS**, the Mayor has recommended the appointment of Quentin Brown to fill a vacant unexpired three year term, ending October 1, 2016, 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** Quentin Brown, 9413 E. 66<sup>th</sup> Terrace, Raytown, Missouri; is hereby appointed as a member of the Human Relations Commission to fill a vacant unexpired three year term ending October 1, 2016 or until a successor is duly appointed;

**FURTHER THAT** this resolution shall be in full force and effect from and after the date of its passage and approval 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 14<sup>th</sup> day of April, 14, 2015.

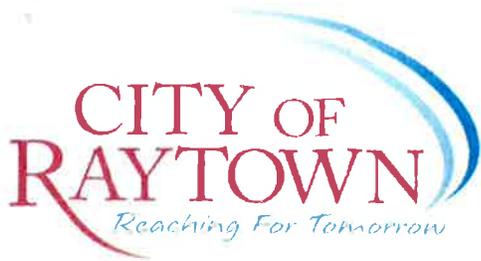
\_\_\_\_\_  
David W. Bower, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

\_\_\_\_\_  
Joe Willerth, City Attorney



RECEIVED

NOV 04 2014

City of Raytown

CITY OF RAYTOWN

Boards and Commissions Application

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

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

Date: 9/8/2014

Name: BROWN, QUENTIN  
Last First Middle

Address: 9413 E. 66<sup>TH</sup> TERRACE, RAYTOWN MO 64133  
Street City Zip Code

Contact Information:

816-616-0069 msquentinbrown@yahoo.com  
Phone: Day Evening Cell Fax E-Mail Address

IN ORDER OF PREFERENCE:  
 I want to serve on the (1) RAYTOWN COMMUNITY FOUNDATION, Board/Commission

(2) ECONOMIC DEVELOPMENT (EDAC), (3) HUMAN RELATIONS COMMITTEE (4) COMMUNITY HEALTH ADVISORY  
(5) SHELBY TAX

Because: I LOVE RAYTOWN! I'VE LIVED HERE OVER 20 YRS. AND WOULD LOVE AN OPPORTUNITY TO SERVE & HELP OUR COMMUNITY.

My strength(s) on this Board/Commission will be:

I HAVE DYNAMIC COMPUTER SKILLS & AM ABLE TO TAKE MINUTES & CREATE SPREADSHEETS, PRESENTATIONS, BROCHURES, ETC. I ALSO HAVE A STRONG ACCOUNTING BACKGROUND. I AM ALSO A CREATIVE THINKER & PROBLEM SOLVER!

Education: CRAWFORD HIGH, SAN DIEGO, CA  
High School City/State Date

PAIN VALLEY COMMUNITY COLLEGE, ASSOCIATE IN ARTS 2002  
Trade/College/University Degree Date

Post Graduate: U. M. K. C. BACHELOR/LIBERAL ARTS 2004  
College/University Degree Date

Employment (Maximum 10 years):

Current: Brews of McDonald 9400 WALD PARKWAY, KE, MO 64114 - PROTECT ARS STAFF  
Employer Address Position

Past: MTV, LAKE CITY  
Employer Address Position Dates

Past: N/A  
Employer Address Position Dates

Community Involvement: - I HAVE VOLUNTEERED AT: HARVESTERS & R.E.A.P., BUT THIS WILL BE MY FIRST TIME ON A BOARD SINCE THE RAYTOWN ATA IN THE 90'S  
Organization Leadership Position(s) Membership Date(s)

- 1. N/A
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

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

No.

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

No.

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

**CITY OF RAYTOWN  
Request for Board Action**

**Date:** April 9, 2015  
**To:** Mayor and Board of Aldermen  
**From:** Jason Hanson, City Engineer

**Resolution No.:** R-2759-15

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Board of Aldermen approval of the 2015 Concrete Repair Project low bid of Lan-Tel Communications Services, Inc.

**Recommendation:** Staff recommends approval as submitted.

**Analysis:** The Public Works Department received 7 sealed bids that were opened on Tuesday, March 31, 2015 at 2:00 p.m. The bids ranged from \$139,000.00 to \$271,287.50. Lan-Tel Communications Services, Inc. was the lowest, responsive, responsible bidder at \$139,000.00 and is being recommended for approval.

The Fiscal Year 2014-2015 street maintenance program budget is \$775,000.00. This amount includes the concrete project, asphalt overlay, lightweight aggregate seal, street striping, 83<sup>rd</sup> Street Bridge savings, crack sealing, and grant match for Blue Ridge Blvd bike lanes. The concrete repair project was budgeted at \$150,000.00 of the \$775,000.00 total. This project will be for 60 calendar days, which is planned to begin in May and be completed in late June or early to mid-July.

We are requesting an \$11,000.00 increase in the approved amount for possible change order overruns in this concrete removal/replacement project. This will make an approved amount to spend of \$150,000.00.

**Alternatives:** N/A

**Budgetary Impact:**

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

Account Number(s): 204.62.00.100.53250  
Fund: Transportation Sales Tax Fund  
Amount to Spend: \$150,000.00

**Additional Reports Attached:** Bid results, bid tabulation and the locations map

Bid Tabulation  
2:00pm, March 31, 2015

2015 Concrete Repair Project - Raytown, MO

			1.		2.		3.		4.	
			Lan-Tel Commun.		A & A Concrete Co.		Terry Snelling Conc.		Phoenix Construction	
Description	Est. Qty.	Unit	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1. Curb & Gutter (cg-1 & cg-3)(rem./rep.)	2,150	LF	\$ 30.00	\$ 64,500.00	\$ 35.00	\$ 75,250.00	\$ 29.00	\$ 62,350.00	\$ 38.71	\$ 83,226.50
2. Sidewalk, 4" (rem./rep.)	4,550	SF	\$ 7.00	\$ 31,850.00	\$ 6.75	\$ 30,712.50	\$ 7.65	\$ 34,807.50	\$ 7.65	\$ 34,807.50
3. ADA Ramps (rem./rep.)	10	EA	\$ 1,600.00	\$ 16,000.00	\$ 1,500.00	\$ 15,000.00	\$ 1,500.00	\$ 15,000.00	\$ 1,667.25	\$ 16,672.50
4. Concrete Street Patch, 10"	2,050	SF	\$ 13.00	\$ 26,650.00	\$ 15.00	\$ 30,750.00	\$ 20.75	\$ 42,537.50	\$ 14.63	\$ 29,991.50
<b>TOTAL BID =</b>				<b>\$139,000.00</b>		<b>\$151,712.50</b>		<b>\$154,695.00</b>		<b>\$164,698.00</b>
			Lan-Tel Commun.		A & A Concrete Co.		Terry Snelling Conc.		Phoenix Construction	

			5.		6.		7.		Engineer's Estimate	
			Sterling Construction		Precision Construction		Julius Kaaz Constr.		Engineer's Estimate	
Description	Est. Qty.	Unit	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1. Curb & Gutter (cg-1 & cg-3)(rem./rep.)	2,150	LF	\$ 30.23	\$ 64,994.50	\$ 32.00	\$ 68,800.00	\$ 59.00	\$ 126,850.00	\$ 35.00	\$ 75,250.00
2. Sidewalk, 4" (rem./rep.)	4,550	SF	\$ 11.21	\$ 51,005.50	\$ 6.50	\$ 29,575.00	\$ 13.25	\$ 60,287.50	\$ 7.00	\$ 31,850.00
3. ADA Ramps (rem./rep.)	10	EA	\$ 1,100.00	\$ 11,000.00	\$ 1,800.00	\$ 18,000.00	\$ 1,650.00	\$ 16,500.00	\$ 1,510.00	\$ 15,100.00
4. Concrete Street Patch, 10"	2,050	SF	\$ 27.80	\$ 56,990.00	\$ 34.00	\$ 69,700.00	\$ 33.00	\$ 67,650.00	\$ 13.25	\$ 27,162.50
<b>TOTAL BID =</b>				<b>\$183,990.00</b>		<b>\$186,075.00</b>		<b>\$271,287.50</b>		<b>\$149,362.50</b>
			Sterling Construction		Precision Construction		Julius Kaaz Constr.			

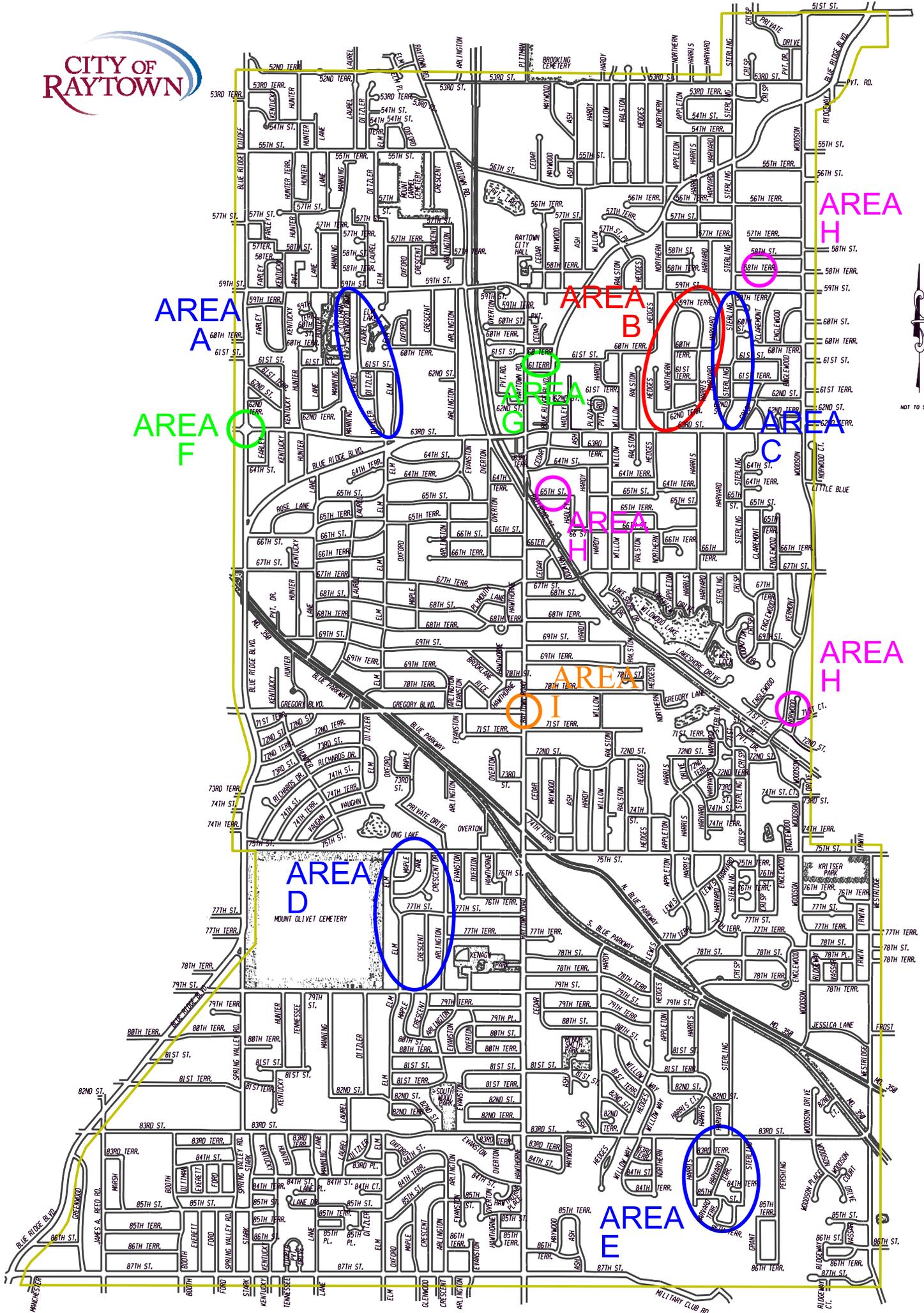


## BID RESULTS

### 2015 Concrete Repair Project

2:00pm, Tuesday, March 31, 2015

	<b>CONTRACTOR</b>	<b>Bid</b>
1.	<b>Lan-Tel Communications Services</b>	\$139,000.00
2.	<b>A &amp; A Concrete Company</b>	\$151,712.00
3.	<b>Terry Snelling Construction, Inc.</b>	\$154,695.00
4.	<b>Phoenix Concrete &amp; Underground, LLC</b>	\$164,698.00
5.	<b>Sterling Construction Co. LLC</b>	\$183,990.00
6.	<b>Precision Construction &amp; Contracting, LLC</b>	\$186,075.00
7.	<b>Julius Kaaz Construction Co. Inc.</b>	\$271,287.50
	<b>Engineer's Estimate</b>	<b>\$149,362.50</b>



NOT TO SCALE

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH LAN-TEL COMMUNICATIONS SERVICES, INC. FOR THE 2015 CONCRETE REPAIR PROJECT IN A TOTAL AMOUNT NOT TO EXCEED \$150,000.00**

**WHEREAS**, the City of Raytown (the "City") issued an invitation to bid on the 2015 Concrete Repair Project for repair of concrete areas within the City; and

**WHEREAS**, the Public Works Department received 7 bids in response to the invitation and has determined that the bid submitted by Lan-Tel Communications Services, Inc. in the amount of \$139,000.00 was the most advantageous bid received; and

**WHEREAS**, the City finds Lan-Tel Communications Services, Inc. meet all of the qualifications as the lowest and best bidder for the project; and

**WHEREAS**, the City desires to enter into an agreement with Lan-Tel Communications Services, Inc. for the 2015 Concrete Repair Project within the City in an amount of \$139,000.00 for such purposes; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$11,000.00 to fund any changes in the final unit measurements for a total amount not to exceed \$150,000.00.

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

**THAT** the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Lan-Tel Communications Services, Inc. in the amount of \$139,000.00 for the 2015 Concrete Repair Project within the City, attached hereto as Exhibit "A" and incorporated herein, is hereby authorized and approved; and

**FURTHER THAT**, the Board of Aldermen finds it is in the best interest of the City to authorize and approve an additional \$11,000.00 to fund any changes in the final unit measurements for a total amount not to exceed \$150,000.00; and

**FURTHER THAT** the City Administrator, or designee, is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 14<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
David W. Bower, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

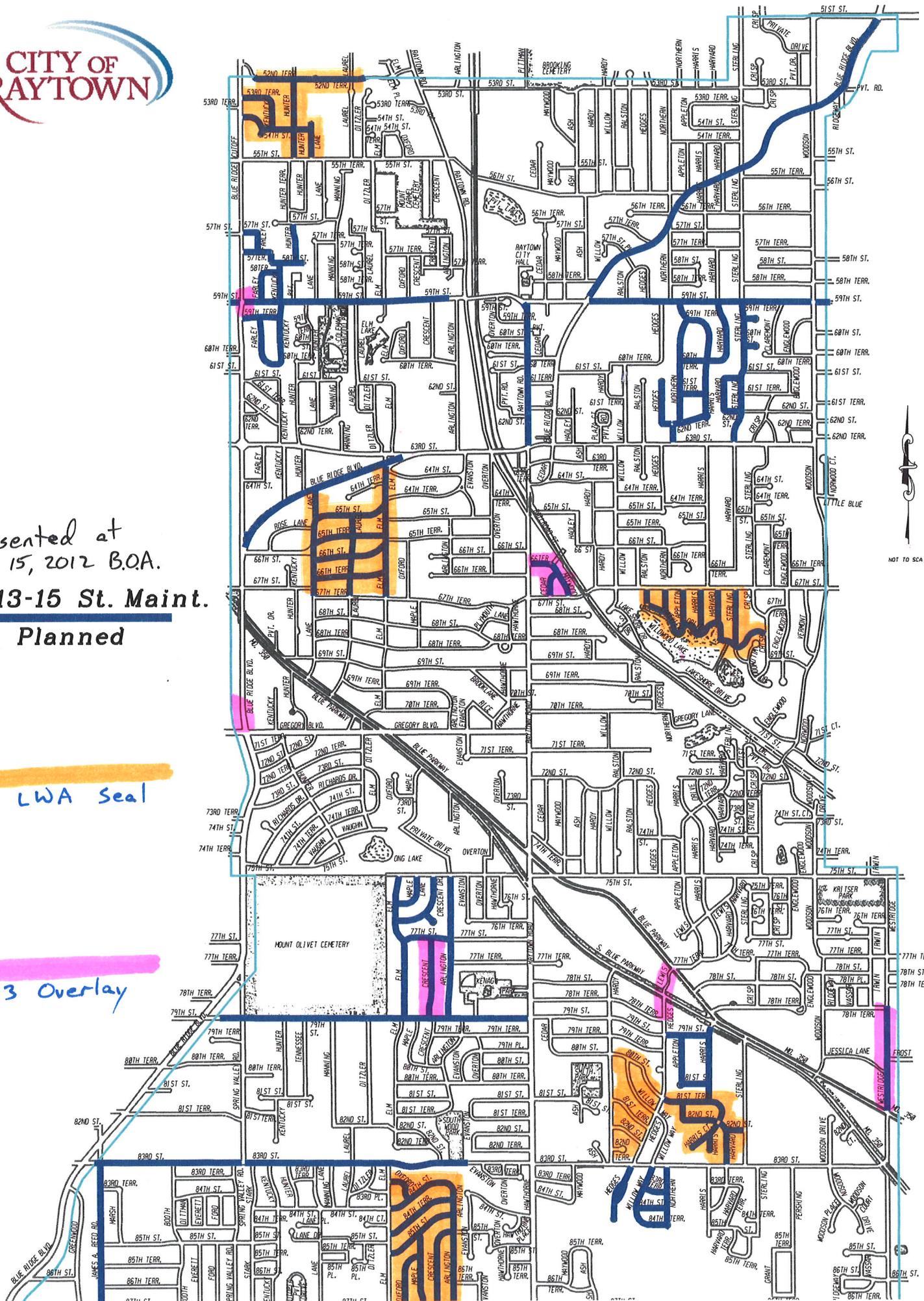
\_\_\_\_\_  
Joe Willerth, City Attorney



Presented at  
May 15, 2012 B.O.A.  
**2013-15 St. Maint.**  
**Planned**

2013 LWA Seal

2013 Overlay



NOT TO SCALE

**CITY OF RAYTOWN  
Request for Board Action**

**Date:** April 9, 2015

**Resolution No.:** R-2760-15

**To:** Mayor and Board of Aldermen

**From:** Jim Melvin, Interim Public Works Director

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Board of Aldermen notification of an emergency sewer repair near 8308 Hunter.

**Recommendation:** Document notification.

**Analysis:** The Public Works Department received a call regarding a sewer backup at 8308 Hunter. Upon investigation with the camera, the crew found several areas where the pipe was filled with roots, and one area where the pipe had collapsed and left a 3' diameter void that was 25' long. The crew was able to open the areas where the roots had plugged the line, but the pipe had been damaged by the roots. With the amount of damage, and with a 25' long void, Public Works felt that the repairs must be made on an emergency basis. The area of the long void could collapse at any time and cause backups to services above the void. The City Administrator agreed that this is an emergency repair.

Staff contacted Wiedenmann, Inc. (the contractor on the Lee's Summit annual repair coop contract). Wiedenmann, Inc. estimated the cost of the repairs at \$31,700.00. They had a crew available on March 27<sup>th</sup>, and the work is nearly complete.

**Alternatives:** N/A

**Budgetary Impact:**

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

Account Number(s): 501.62.00.100.53250  
Fund: Sewer Fund  
Amount to Spend: \$31,700.00

**Additional Reports Attached:** Wiedenmann, Inc. Quotation, Lee's Summit Coop Contract.

**RESOLUTION NO.: R-2760-15**

**A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH WIEDENMANN, INC. FOR AN EMERGENCY REPAIR PROJECT TO THE SANITARY SEWER MAIN LOCATED IN THE VICINITY OF 8308 HUNTER STREET IN AN AMOUNT NOT TO EXCEED \$31,700.00**

**WHEREAS**, in order to ensure the safety of the public, it was necessary to commence emergency repairs to a sanitary sewer main located in the vicinity of 8308 Hunter Street which had collapsed; and

**WHEREAS**, the City received a written quote from Wiedenmann, Inc., to perform emergency repairs to the collapsed sanitary sewer main in the amount of \$31,700.00; and

**WHEREAS**, the Board of Alderman find it is in the best interest of the citizens of the City of Raytown to approve and to ratify the expenditure of funds with Wiedenmann, Inc. in the amount of \$31,700.00 for the purpose of conducting such emergency repairs located in the vicinity of 8308 Hunter Street;

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

**THAT** the Board of Aldermen find it is in the best interest of the City of Raytown to approve and to ratify the expenditure of funds with Wiedenmann, Inc. for the purpose of conducting emergency repairs to a sanitary sewer main located in the vicinity of 8308 Hunter Street in an amount not to exceed \$31,700.00; and

**FURTHER THAT** the City Administrator, or designee, is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 14<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
David W. Bower, Mayor

ATTEST:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

Approved as to Form:

\_\_\_\_\_  
Joe Willerth, City Attorney

# WIEDENMANN, INC.

---

950 N. Scott / PO BOX 245  
Belton, MO 64012  
816-322-1125 / Fax 816-322-1126  
[general@wiedenmanninc.com](mailto:general@wiedenmanninc.com)

March 26, 2015

Engineering Department  
10000 East 59<sup>th</sup> Street  
Raytown, Missouri 64133

Attn: Mr. Tony Mesa

RE: 8308 Hunter Ave. Sanitary Sewer Repairs

Dear Tony,

Pursuant to your request, we hereby submit the following price to replace approximately 50 LF of 8 inch sanitary sewer line and reconnect services. This price includes removing and hauling off the old line, replacement of sidewalk, driveways, curb & gutter, and sod restoration.

The total value of this estimate is:

**THIRTY ONE THOUSAND SEVEN HUNDRED DOLLARS**  
**\$31,700.00**

We understand that this estimate is for budget purposes and the actual work will be completed per the established Maintenance Contract.

We appreciate the opportunities provided. If you should have any questions, please call.

Sincerely,  
Wiedenmann Inc.



Craig Bryant  
Project Manager



# LEE'S SUMMIT MISSOURI

## INTEROFFICE MEMORANDUM CONTRACT DOCUMENT

DATE: October 1, 2014

TO: Key Purchasing Personnel

FROM: Purchasing Division

RE: Yearly Contract to Provide Repair Services for Water, Wastewater & Stormwater Infrastructure on an As Needed Basis  
Contract 2013-128/1R

Vendor	Wiedenmann, Inc. 950 N. Scott PO Box 245 Belton, MO. 64012
Phone & Fax	Phone No. 816-322-1125 Fax No. 816-322-1126
Contact Person	Jerry Wiedenmann, Jr.
Ordering Instructions	<ul style="list-style-type: none"><li>○ Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued.</li><li>○ Requisition must include each item as a separate line item.</li><li>○ Invoices will be paid against Lawson System Receiver and Purchase Order.</li></ul> <p><b>PREVAILING WAGE ORDER NO. 21, Inc #3 work will apply to work</b></p>
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	October 27, 2014 through October 26, 2015

Bid File- Original memo  
Intranet

**SERVICE AGREEMENT  
FOR  
REPAIR SERVICES FOR WATER, WASTEWATER & STORMWATER INFRASTRUCTURE  
(RFP NO. 2013-128/1R)**

This AGREEMENT, made and entered into this 21<sup>st</sup> day of October, 2014, by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City," and Wiedenmann & Godfrey Construction, Inc., a company in the State of Missouri, hereafter referred to as "Service Provider." Witnesseth, that:

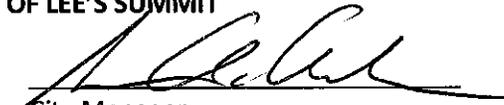
WHEREAS, Service Provider has offered to provide the services described in the RFP, in consideration of the payment terms described in the RFP and the Proposal, subject to the General Conditions described in Exhibit A; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. **Services.** The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 2013-128 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); General Conditions, attached hereto as Exhibit A. Where the terms of the RFP or the Proposal conflict with anything in Exhibit A, the term of Exhibit A shall control.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. The term of this renewal Agreement shall be for a one (1) year period from October 27, 2014 through October 26, 2015. The City may, at its option, renew the Agreement for up to three (3) additional one year periods by giving written notice to the Service Provider. Any increase in cost at the beginning of each renewal period will be limited to the current Federal Price Index "CPI-U, All items" (Urban Consumers) index CPI Rate.

**CITY OF LEE'S SUMMIT**

  
\_\_\_\_\_  
City Manager

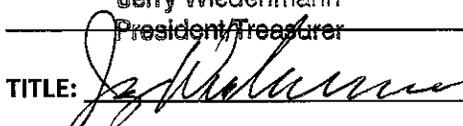
DATE: 10/21/14

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Assistant City Attorney

**SERVICE PROVIDER:**

Jerry Wiedenmann  
\_\_\_\_\_  
President/Treasurer

TITLE: 

DATE: 10-10-14.

**FORM NO. 6A: PRICE SCHEDULE**

ITEM NO.	PERSONNEL	HOURLY RATE	OT RATE	WEEKEND RATE	HOLIDAY RATE
1	Project Manager	73.65	110.47	110.47	147.29
2	Supervisor	73.65	110.47	110.47	147.29
3	Foreman	69.42	104.13	104.13	138.84
4	Equipment Operator	69.01	103.52	103.52	138.02
5	Laborer	60.67	91.00	91.00	121.33
6	Shop Foreman	36.87	55.31	55.31	73.75
7	Assistant Shop Foreman	30.90	46.35	46.35	61.80
8	Truck Driver	INCLUDED WITH DUMP TRUCK RATE			
9	Other				
10	Other				
11	Other				

ITEM NO.	EQUIPMENT	HOURLY RATE	MOBILIZATION CHARGE
12	Excavator (model: 330 CAT)	\$224.90	\$700-
13	Excavator (model: 325 CAT)	176.20	\$700-
14	Dump Truck	119.25	
15	Track Loader 963 CAT	175.00	\$700-
16	Mini Excavator (model: 308 CAT)	65.50	\$140-
17	Bobcat 450-CASE	42.60	
18	Rubber Tire Backhoe 580-CASE	58.45	
19	Other 930 CAT	73.00	\$700-
20	Other PC-78 KOMATSU	62.00	

(e.g. PC400, PC300, Mini Excavator, Track Loader, Bobcat, etc.)

ITEM NO.	OTHER ITEMS	HOURLY RATE
21	Pump w/ Gen Set	\$30.40
22	Pickup w/tools	23.15
23	Pavement Breaker	75.35
24	Truck (model: )	34.10
25	Gooseneck Trailer	11.00
26	Air Compressor & Jack Hammer	18.30
27	Other TRENCH SHORING	31.65
28	Other	

ITEM NO.	MATERIALS	
29	State the percentage that will be added to your cost for materials used for repairs.	5% Percentage added to cost

HOURS OF SERVICE AND CONTACT INFORMATION:	
State hours normal service is available	7 a.m. to 5 p.m., 5 days per week
Emergency service available:	12 <sup>01</sup> a.m. to 11 <sup>59</sup> p.m., 7 days per week — a.m. to — p.m., — days per week
State telephone number and contact person for service calls:	Name: JERRY WIEDENMANN Telephone Number: 816-0-322-1125 816-C-589-3753

WIEDENMANN, INC.  
Company Name 950 N SCOTT  
Address BEATON, MO, 64012  
City/State/Zip

JERRY WIEDENMANN  
Authorized Person (Print)  
Signature  
Title PRESIDENT





# LEE'S SUMMIT MISSOURI

CITY OF LEE'S SUMMIT  
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT  
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063  
816-969-1080 Phone 816-969-1081 Fax

TITLE SIGNATURE PAGE

## REQUEST FOR PROPOSAL

The City of Lee's Summit will accept electronic submitted proposals through Public Purchase from qualified persons or firms interested in providing the following:

**NO. 2013-128**

### YEARLY CONTRACT TO PROVIDE REPAIR SERVICES FOR WATER, WASTEWATER, & STORMWATER INFRASTRUCTURE ON AN AS NEEDED BASIS

PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM PRIOR TO THE OPENING DATE  
OF 10:00 A.M. LOCAL TIME ON JUNE 17, 2013

A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR JUNE 10, 2013  
AT 10:00 A.M. IN THE FINANCE & PROCUREMENT CONFERENCE ROOM AT CITY HALL

City of Lee's Summit  
Procurement and Contract Services Department  
Attention: Katie Fritsch, Procurement Officer  
220 S.E. Green Street  
Lee's Summit, Missouri 64063  
816-969-1082  
Katie.Fritsch@cityofls.net

It is the responsibility of interested firms to check the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicinfo> for any addendums prior to the closing date and time of this Proposal. All addendums must be signed and included with submitted proposal.

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City. The undersigned certifies that he/she has the authority to bind this company in an Agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name: WIEDENMANN & GOURLEY CONSTRUCTION, INC.  
Address: 950 N SCOTT PO BOX 245  
City/State/Zip: BENTON, MO - 64012  
Telephone #: 816-322-1125 Fax #: 816-322-1126  
E-mail: GENERAL@WIEDENMANNANDGOURLEY.COM

Authorized Person (Print): JERRY WIEDENMANN SR.  
Signature: [Handwritten Signature]  
Title: PRESIDENT  
Date: JUNE 17, 2013 Fax ID #: 43-1739708  
Entity Type: HEAVY / HIGHWAY UTILITIES CONTRACTOR

**ENCLOSURE III**  
**TABLE OF CONTENTS**

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal.

		<u>Page Number</u>
A.	TITLE SIGNATURE PAGE	Page 1
B.	TABLE OF CONTENTS Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form 1 provided.	Page 3
F.	LIST OF OUTSIDE KEY SUBCONTRACTORS THAT WILL BE USED FOR THE CITY'S SERVICE: Form 2 provided.	Page 4
G.	REFERENCES: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page <u>5 - 9</u>
H.	RESUMES: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page <u>10 - 12</u>
I.	PROJECT APPROACH: Form 5 provided (This form must be signed and dated).	Page <u>13 - 14</u>
J.	COST: Form provided (Form 6A)	Page <u>15 - 16</u>
K.	WORK AUTHORIZATION FORM: Form provided.	Page <u>17</u>

# WIEDENMANN & GODFREY

Construction, Inc.

950 N. Scott  
P.O. Box 245  
Belton, MD 64012  
Phone (816) 322-1125  
Fax (816) 322-1126  
www.wiedenmanngodfrey.com

June 11, 2013

City of Lee's Summit, Division of Purchasing  
220 SE Green Street  
Lee's Summit, Missouri 64063

Attn: Katie Fritsch, Procurement Officer

Re: Request For Proposal No. 2013-128

## LETTER OF TRANSMITTAL

### 1. Provider's Understanding of Services Required

Wiedenmann & Godfrey Construction, Inc. fully understands our role in providing the City of Lee's Summit emergency services on an on-call basis. We understand that time is of the essence and will endeavor to provide a prompt and timely response.

### 2. Added Relevant Information:

Wiedenmann & Godfrey Construction, Inc. has specialized in rehabilitation and repair since its inception in March of 1996. Over the years, we have been called upon by the many of the local municipalities to provide our emergency services and expertise in resolving the task at hand. We have always completed these repairs in a timely, professional and safe manner in the most cost-effective ways to the tax payers and the City.

We own numerous pieces of construction equipment that are regularly maintained and kept in prime condition. We also have several trench boxes and shoring equipment to maintain a safe environment for our employees. Our company service trucks are fully equipped with the needed tools to complete the task at hand.

The employees have a weekly "Job Box" safety meeting and a yearly extensive safety training course which all employees are required to attend. We take a lot of pride in our employees and often refer to them as craftsmen. You will find that them to be professional, courteous and cooperative.

You will find that we are very much "Hands on Owners". With over 66 years combined experience in repair and rehabilitation work, our careers and company have always been focus on rehab work in a safe and timely manner.

We appreciate the opportunity to proceed to the next step in this RFP process.

Sincerely,  
Wiedenmann & Godfrey Construction, Inc.

By:   
Jerry Wiedenmann Jr. - President

By:   
Don Godfrey - Vice President

6.

**RENEWAL OPTION:**

- a. The City reserves the right to negotiate this contract for four (4) additional one-year renewal periods.
- b. Adjustment in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price Index (CPI-U, All Items) (Urban Consumers) index CPI rate.
- c. If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Purchasing Manager no less than sixty (60) days prior to the end of the contract period, and shall provide evidence to the satisfaction of the Purchasing Manager of increased costs incurred by the Contractor for any element of the bid/RFP for which an increase is requested.
- d. The Procurement Officers shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.

7.

**COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:**

This section is optional. It will not affect proposal award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the terms of this Contract to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or the Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES NO INITIALS 

Sales will be made in accordance with the terms and conditions of the Request for Proposal and any subsequent term contract.

There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the contract unless they are specifically named in the Request for Proposal as a joint bidder.

All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.

The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Buyer of Record, City of Lee's Summit, Missouri.

Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

**Exhibit A**  
**GENERAL CONDITIONS**  
**GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**  
City of Lee's Summit, MO

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
  - a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
  - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal and who may enter into an agreement with the City to perform such services.
  - c. The term "City" means City of Lee's Summit, MO.
  - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
  - e. The term "Seller" means the respondent awarded a contract under this proposal.
  - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall not be included in the Unit Price.
3. **COMPLETING PROPOSAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of Public Purchase, referencing this RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be uploaded in Public Purchase. All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF PROPOSAL:** Proposals are to be uploaded into Public Purchase prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions, modifications and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a Written Addendum. All addendums will be signed and uploaded with the proposal. Verbal responses and/or representations shall not be binding on the City.
8. **LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:** Proposals received after the date and time indicated on the cover sheet shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and uploaded into Public Purchase prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.
9. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this proposal.
11. **TERMINATION:** Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.
  - a. **TERMINATION FOR CONVENIENCE:** In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
  - b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the Seller shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
  - c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the Seller shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

12. **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.
15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. **INDEMNITY AND HOLD HARMLESS:** Seller agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Seller, his sub-contractors, employees or agents, and arising out of services performed by Seller, his subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
18. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.
19. **COMPLIANCE WITH APPLICABLE LAW:** Seller shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Seller's performance under this contract. Seller shall indemnify and hold the City harmless on account of any violations thereof relating to Seller's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
20. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
21. **DOMESTIC PRODUCTS:** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
23. **CONFLICTS:** No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Seller covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Seller further covenants that in the performance of this contract no person having such interest shall be employed.
24. **DEBARMENT:** By submission of its response, the Seller certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal Department, agency or provision of law. If the Seller is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
24. **FUND ALLOCATION:** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Seller understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
25. **FREIGHT/SHIPPING:** The City of Lee's Summit has its own Freight/Logistics Management Agent, therefore freight/shipping for the products and or services proposed shall be FOB Origin and via the City's Freight Management Representative unless it is more advantageous for the City to use F.O.B. destination, whereby all transportation charges shall be paid by Seller, and shown as a single line item not included in the unit price or cost of the products or services.

# Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 21

Section 048

**JACKSON COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

John E. Lindsey, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2014

Last Date Objections May Be Filed: April 9, 2014

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$35.04	52	53	\$23.38
Boilermaker	6/14		\$33.36	57	7	\$27.95
Bricklayer and Stone Mason	6/14		\$33.50	58	39	\$17.75
Carpenter	6/14		\$36.05	63	68	\$15.05
Cement Mason	6/14		\$31.08	65	4	\$17.20
Communication Technician			\$32.79	47	72	\$19.28
Electrician (Inside Wireman)			\$35.23	13	72	\$16.00 + 10%
Electrician (Outside-Line Construction/Lineman)			\$39.95	125	65	\$5.00 + 34.5%
Lineman Operator			\$37.27	125	65	\$5.00 + 34.5%
Groundman			\$26.46	125	65	\$5.00 + 34.5%
Elevator Constructor	6/14	a	\$42.940	26	54	\$28.335
Glazier			\$30.97	88	32	\$16.63
Ironworker	6/14		\$30.50	50	4	\$27.35
Laborer (Building):						
General	6/14		\$26.40	30	4	\$14.75
First Semi-Skilled	6/14		\$26.80	30	4	\$14.75
Second Semi-Skilled	6/14		\$27.20	30	4	\$14.75
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/14		\$33.82	46	67	\$15.05
Marble Mason	6/14		\$33.76	25	4	\$14.66
Marble Finisher			\$23.32	25	4	\$9.15
Millwright			USE CARPENTER RATE			
Operating Engineer						
Group I	6/14		\$37.35	85	4	\$15.01
Group II	6/14		\$36.54	85	4	\$15.01
Group III	6/14		\$30.99	85	4	\$15.01
Group III-A	6/14		\$35.20	85	4	\$15.01
Group IV						
Group V	6/14		\$32.59	85	4	\$15.01
Painter	7/14		\$28.13	37	4	\$15.42
Pipe Fitter	8/14		\$41.83	2	33	\$19.32
Plasterer	6/14		\$30.75	68	4	\$14.95
Plumber	6/14		\$40.24	45	33	\$20.09
Pile Driver			USE CARPENTER RATE			
Roofer \ Waterproofer	6/14		\$32.25	95	2	\$15.49
Sheet Metal Worker			\$38.89	17	22	\$18.49
Sprinkler Fitter - Fire Protection			\$34.35	14	4	\$18.77
Terrazzo Worker	6/14		\$33.76	25	4	\$14.66
Terrazzo Finisher			\$23.32	25	4	\$9.15
Tile Setter	6/14		\$33.76	25	4	\$14.66
Tile Finisher			\$23.32	25	4	\$9.15
Traffic Control Service Driver			\$15.35	48	49	\$2.71
Truck Driver-Teamster						
Group I			\$30.09	100	4	\$10.90
Group II			\$30.09	100	4	\$10.90
Group III			\$30.29	100	4	\$10.90
Group IV			\$30.29	100	4	\$10.90

Fringe Benefit Percentage is of the Basic Hourly Rate

For additional information regarding the application of the Marble Finisher, Terrazzo Finisher and Tile Finisher see the Labor and Industrial Relations Commission Order of June 10, 2014, in the Matter of Objection Nos. 006-121.

\*\*Annual Incremental Increase



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BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 2:** Means the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

**NO. 13:** Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days – Monday through Friday inclusive – shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

**NO. 14:** Means eight (8) hours per day shall constitute a day's work. The regular starting time shall be 8:00 a.m., and the regular quitting time shall be 4:30 p.m.; lunch time shall be twelve (12) o'clock noon to 12:30 p.m. The regular starting time may, by mutual consent of employees on the job site, and the employer, be between 7:00 a.m. and 9:00 a.m. with appropriate adjustments made to the regular quitting time and lunch time. All time worked before the regular starting time and after the regular quitting time, Monday through Friday, shall be paid at the rate of time and one-half (1½). Four (4) days at ten (10) hours a day may be worked at straight time. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half (1½). All work commencing with the beginning of the established work day on Sundays and/or Holidays shall be paid at the rate of double (2) time.

**REPLACEMENT PAGE  
JACKSON COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**NO. 17:** Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor beginning on Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Working hours may be varied by two (2) hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour day's overtime will be paid at the time and one-half (1½) rate for the eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) hour, all other work will be paid at the double (2) time rate of pay. The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours on Saturday shall be at time and one-half (1½) for all work. All other overtime shall be at double (2) time. The first two (2) hours of overtime must be concurrent with the regular work day, two (2) hours prior to or following the regular work day are at time and one-half (1½). The regular workday (as previously defined) on Saturday is paid at time and one-half (1½). Work performed outside of the regular Saturday work day is at double (2) time. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

**NO. 25:** Means regular working hours of eight (8) hours shall constitute a working day between the hours of 8:00 a.m. to 4:30 p.m. in a forty (40) hour working week of Monday through Friday. Employment on Saturday, Sunday and legal holidays, and employment before or after the regular working hours shall be considered overtime. Employment on Saturday, Sunday and legal holidays shall be paid for at twice (2) the regular hourly rate. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice (2) the regular hourly rate.

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**NO. 30:** Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 A.M., except when the work week is scheduled as a week with starting time advanced or delayed. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not to include holidays) because of events out of the control of the contractor, then that missed work day may be made up at straight time the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after the forty (40) hours in a week must be paid at time and one-half (1½). Saturday make-up day shall not be used to make up for time lost due to recognized holidays. The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). If using a 4-10's schedule, a Friday make-up day is allowed. If using a 4 (10) schedule, any work more than ten (10) hours in a day or forty (40) hours in a work week shall be paid at the time and one-half (1½) rate. Friday make-up day shall not be used to make up for time lost due to recognized holidays. All work performed on Sundays or holidays shall be paid at the double (2) time rate.

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BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**NO. 37:** The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

**NO. 45:** Means eight (8) hours shall constitute a day's work, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work week shall be forty (40) hours, beginning Monday, 8:00 a.m. and ending at 4:30 p.m. Friday. Because of traffic, parking and other circumstances, the hours of work on any project may begin as early as 6:00 a.m. with eight (8) hours worked between 6:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. All overtime Monday through Saturday shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and recognized holidays shall be paid at double (2) time. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. The hourly rate for second shift (seven and one-half hours worked for eight hours paid) shall be twenty-five cents (\$0.25) over and above the hourly rate. The hourly rate for third shift (seven hours worked, eight hours paid) shall be fifty cents (\$0.50) above the hourly rate. If no first shift is worked, second and third shift employees shall receive an additional fifteen percent (15%) over and above the hourly rate for actual hours worked.

**NO. 46:** Means the regular work day shall be eight (8) hours from 6:00 a.m. to 6:30 p.m. Starting time may be between 6:00 a.m. and 10:00 a.m. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 10:00 a.m. on Monday and ending between 2:30 p.m. and 6:30 p.m. on Friday. All hours in excess of the regular work day and work week shall be considered overtime. Overtime on days recognized as regular work days and on Saturday shall be paid for at the rate of time and one-half (1½) the regular rate. Sunday and recognized holidays shall be paid for at the rate of double time (2) for time worked. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time rate of pay. The 4-10's must run for a period of at least four (4) days.

**NO 47:** Means a regular workday shall consist of eight (8) hours between 6:00 a.m. and 6:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday or Tuesday through Saturday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. The Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

**REPLACEMENT PAGE  
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BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**NO. 48:** Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

**NO. 50:** Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

**NO. 52:** Means the regular workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The regular workday shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending no later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m. The option exists for the employer to use a four (4) day, ten (10) hour work week. Days worked shall be Monday through Thursday or Tuesday through Friday. If the job requires men on duty all five (5) days, then part of the crew may work the first four (4) days and the remainder of the crew may work the last four (4) days. Hours each day shall be from 7:00 a.m. to 5:30 p.m. Interested parties on the project must agree to this clause before it may be used. Once this clause has been put into effect, it shall remain as long as the majority of the Employees on the project and the Employer agree to keep it. The four (4) day clause shall not be used to circumvent a Holiday. Except as otherwise provided, all work performed outside the regular working hours and performed during the regular work week (Monday through Friday) shall be at the following rates of pay:

Holidays-New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day (or days observed as such) shall be recognized as Holidays that shall be paid at two (2) times the regular rate of pay.

Labor Day-No work shall be performed on Labor Day except in special cases of emergency. Rate of pay shall be at three (3) times the regular rate of pay.

Overtime-Work performed outside of the regular work day (the regular work day shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending not later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m., by mutual consent of the interested party's.), shall be:

- A. Hours worked Monday through Friday, the first two (2) hours of overtime will be paid at time and one-half (1½). All other overtime will be paid at the double (2) time rate.
- B. The first ten (10) hours worked on Saturday will be paid at time and one-half (1½), with all other hours to be paid at the double (2) time rate.
- C. Sundays and Holidays (except Labor Day) shall be paid at the double (2) time rate.

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**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**NO. 58:** Means eight (8) consecutive hours, between 6:00 a.m. and 5:30 p.m., shall constitute a day's work. Five (5) days work, Monday through Friday, shall constitute a normal work week. Work performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid for the rate of time and one-half (1½). When Sundays and recognized holidays are worked, the worker(s) shall be paid at the rate of double (2) time. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule at straight time. A Friday make-up day is available if time is lost due to inclement weather and at least sixteen (16) hours, but not more than thirty (30) hours, were worked during the week.

**NO. 63:** Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

**NO. 65:** Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

**REPLACEMENT PAGE  
JACKSON COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**NO. 68:** Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half and five hours after starting time. The starting time may be advanced or delayed by the employer up to one hour from the regular starting time. All work performed before the advance starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or holidays shall be paid at the double (2) time rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate, except as hereinafter described. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the Saturday in the week of the pay period. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

**NO. 85:** Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

**NO. 88:** Means the regular work week shall consist of five (5) eight (8) hour days, 7:00 a.m. to 3:30 p.m., Monday through Friday, except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below. The starting time may be advanced or delayed by one hour on either side of 7:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. The Employer may establish a work week consisting of four (4) days, during the regular work week, each day consisting of ten (10) hours at straight time. The 4-10's must run for a period of at least four (4) days. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday (or ten hours in a 4-10's week), the first eight (8) hours of a Saturday, and it shall be at time and one-half (1½) for the Friday and Saturday following Thanksgiving. Double (2) time shall be paid for the following time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, as well as any work in excess of eight (8) hours on a Saturday and the Saturday of a three-day weekend (except the Saturday following Thanksgiving).

**NO. 95:** Means a regular workday shall consist of eight and one-half (8½) hours elapsed time, including one-half hour for lunch. The crew starting times shall be flexible within the period of daylight to 8:00 a.m. Any work performed over ten (10) hours of elapsed time per day including one-half hour for lunch and/or any work performed over forty (40) hours at the straight time rate in one week shall be paid at time and one-half (1½) the straight time rate. Saturday shall be a voluntary make-up day at straight time at the discretion of the contractor and with the consent of the employees. Sunday and recognized holidays shall be paid for at double (2) time.

**JACKSON COUNTY  
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 1:** Means (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

**NO. 3:** Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day or forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays. Double (2) time shall be paid for work performed on Sundays or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or Holiday work. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevents work, in which event, the starting time may be delayed, but not later than 12:00 noon. Where one of the recognized holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

**NO: 18:** Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

**NO. 27:** Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

**NO. 31:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

**JACKSON COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 2:** All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day, or days observed as such, and Sundays shall be paid at the rate of time and one-half (1½). Double (2) time shall be paid for work on Sundays or recognized holidays when and only if other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. No work shall be performed on Labor Day, except in case of jeopardy of life or property. This rule is applied to protect Labor Day. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. Where one of the specified holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

**NO. 17:** All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

**NO. 24:** Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

**NO. 26:** The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

**NO. 30:** All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** April 9, 2015  
**To:** Mayor and Board of Aldermen  
**From:** Mark Loughry, Finance Director

**Resolution No.:** R-2761-15

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_

**City Administrator Approval:** \_\_\_\_\_

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**Action Requested:** Authorize the City Administrator to execute the necessary paperwork to lease a postage machine and folder/insertor for City Hall from Lineage for 60 months utilizing the Neopost Missouri State and Local government contract.

**Analysis:** In 2011, the City entered into a 60-month agreement with Pitney Bowes to provide the City with a postage machine and folder inserter at a cost of \$1,578.00 per month. At the time, the City was processing all sewer bills in house which resulted in mailings of approximately 12,000 pieces of mail one day a month and approximately 2,500 pieces spread throughout the rest of the month. In May of 2014, the City began outsourcing the printing and mailing of sewer bills with Arista to save money. At the time, it was determined it would be advisable to maintain the current postage equipment until staff was comfortable that Arista could perform as promised. Additionally, it would have been very costly to terminate the lease with Pitney Bowes that early in the contract.

The City has been very satisfied with the services of Arista and is ready to proceed with right sizing the postage and inserter equipment required for daily operations. Staff has contacted Pitney Bowes numerous times in an effort to work with them and they have been uncooperative on this subject. In an effort to move forward, staff contacted Lineage, the local Neopost representative. Neopost has a Missouri State and Local government contract in place that we are able to take advantage of.

Lineage has proposed a program that would include all of the necessary equipment and maintenance with a 60-month lease of \$850.62. This would include providing a payoff of the existing Pitney Bowes Lease. By right sizing the equipment with Lineage and paying off the existing lease the City would recognize a monthly savings of \$727.38 which is an annual savings of \$8,728.56. Unlike the current lease, the City will own the equipment at the end of 60-month lease.

**Budgetary Impact:**

- Not Applicable
- Funds subject to appropriation of the Budget
- Budgeted item with available funds

**Additional Reports Attached:** Lease Agreement and Maintenance Agreement

**A RESOLUTION AUTHORIZING AND APPROVING A 60-MONTH LEASE WITH LINEAGE FOR A NEOPOST AUTOMATIC MAIL MACHINE AND A FOLDER-INSERTER MACHINE OFF THE WESTERN STATES CONTRACTING ALLIANCE COOPERATIVE CONTRACT**

**WHEREAS**, all departments within the City of Raytown have a need to utilize an automatic mail and a folder-inserter machine; and

**WHEREAS**, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing equipment and supplies from competitive bids awarded by other governmental entities through a competitive bidding process; and

**WHEREAS**, the Board of Aldermen finds it is in the best interest of the citizens of the City of Raytown to authorize and approve a 60-month lease agreement with Lineage for a Neopost automatic mail machine and a folder-inserter machine from lineage in the amount of \$850.62 per month off the Western States Contracting Alliance cooperative purchasing contact;

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

**THAT** the expenditure of funds for a 60-month lease agreement with Lineage for a Neopost automatic mail machine and a folder-inserter machine from Lineage in the amount of \$850.62 per month off the Western States Contracting Alliance cooperative purchasing contact is hereby authorized and approved;

**FURTHER THAT** the City Administrator is authorized to execute all documents necessary or incidental to such lease and the City Clerk is authorized to attest thereto.

**PASSED AND ADOPTED** by the Board of Aldermen of the city of Raytown, Missouri, and **APPROVED** by the Mayor of the City of Raytown, Missouri this 14<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
David W. Bower, Mayor

ATTEST:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

Approved as to Form:

\_\_\_\_\_  
Joe Willerth, City Attorney

# City of Raytown

## Current Monthly Expenses

Equipment	Payment
PB Connect 2000 & DI-950 Folder Inserter	\$1578.00 Per Month

Current lease term is 60 months and you have approximately 12.5 months remaining

## Proposed WSCA 60 Month Leasing Solution

Equipment	LTOP	FMV
IN600AF & M3300 Folder Inserter	\$850.62	\$916.93

### Pricing Includes:

Meter Rental, Maintenance (all parts and labor), Rate Changes and Free Postage Downloads

Lineage 4 hour guaranteed response time

2 Annual Preventative Maintenance calls a year

Me as your account rep

**A check written to you from Neopost in full for your remaining financial obligation to Pitney Bowes**



### Section (A) Dealer Information

Dealer Office Number: 6950	Dealer Office Name: Lineage	Phone #: (913) 888-0333	Date Submitted: 04/03/15
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### Section (B) Billing Information

Company Name (Full legal name): City of Raytown		
DBA: LTOP		
Billing Address: 10000 E 59TH ST		
Billing City: Raytown	State: MO	Zip Code + 4: 64133-1111
Billing Contact Name: Mark Loughry	Contact Phone Number: (816) 737-6084	
Billing Contact Title: Director of Finance	Contact Fax Number: (816) 737-8370	
Billing Contact email Address: markl@raytown.mo.us	Purchase Order Number:	

### Section (C) Installation Information (if different than Billing Information)

Company Name (Full legal name): Same		
DBA:		
Installation Address (No PO Boxes or General Delivery):		
Installation City:	State:	Zip Code + 4:
Installation Contact Name:	Phone Number:	
Installation Contact Title:	Fax Number:	
Installation Contact email Address:		

### Section (D) Products

Quantity	Model / Part Number	Description (Include Serial Number, if applicable)	<input type="checkbox"/> See additional listed products on attached continuation schedule.
1	IN600AF	Automatic Mail Machine	
2	M3300	2 Trays and 1 Insert Feeder	
3			
4			
5			

### Section (E) Lease Payment Information & Lease Payment Schedule

<b>Tax Status:</b> <input type="radio"/> Taxable <input checked="" type="radio"/> Tax-Exempt. <i>Certificate attached.</i>	Period	# of Months	Monthly Payment (plus applicable taxes)
	First	60	686.62
	Next		
	Next		
	Next		
	Current Lease Number:		
New Lease Number:			

**Billing Frequency:**  
 Monthly  
 Quarterly  
 Annually

**Billing Method:**  
 Standard  
 Government Payment in Arrears

### Section (G) Postage Meter & Postage Funding Information

Main Post Office Name:	Post Office 5-Digit Zip Code:
<b>Postage Funding Method:</b> <input checked="" type="radio"/> Bill Me <input type="radio"/> Prepay by Check <input type="radio"/> ACH Debit <small>Attach ACH Authorization Form</small>	<input type="radio"/> OMAS / CPU <small>OMAS Agency Code</small> <input type="radio"/> POC <input checked="" type="radio"/> New <input type="radio"/> TMS <input type="radio"/> Existing <small>Existing Account Number</small>

### Section (H) Services

<b>Rate Protection:</b> <input checked="" type="radio"/> Online Postal Rates <input type="radio"/> RCP (Shipped Update) <input type="radio"/> None	<b>Covered Product:</b> IN600AF
<b>iMeter Apps:</b> <input checked="" type="checkbox"/> Online Postal Expense Management <input type="checkbox"/> Online E-Services <input type="checkbox"/> Online E-Services with Electronic Return Receipt	
<b>Software:</b> <input checked="" type="checkbox"/> Software Advantage	<b>Covered Product:</b> EP70 Guides
<b>Dealer Services:</b> <input type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Installation / Training	

### Section (F) ACH Direct Debit for Lease Payments (Attach Voided Check)

Bank Name	Bank Contact Name
Bank City, State	Bank Contact Phone Number
Bank Routing Number	Bank Account Number

### Section (I) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to neoFunds/TotalFunds unless initiated here \_\_\_\_\_.

This document consists of a Government Product Lease ("Lease") with MailFinance Inc.; a Postage Meter Rental Agreement, Product Maintenance Agreement, an Online Services Agreement, Software Configuration Services Agreement, and a Software License Agreement with Neopost USA Inc., and a neoFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (versions GL-05-12), which are also available at <http://www.neopostinc.com/terms/GovLease-05-12.pdf> and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature	Print Name and Title	Date Accepted
_____	_____	_____
Accepted by Neopost USA and its Affiliates		Date Accepted
		_____

Section (D) Product Continuation Schedule (Continued)

	Quantity	Model / Part Number	Description (Include Serial Number, if applicable)
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### Section (A) Dealer Information

Dealer Office Number: 6950	Dealer Office Name: Lineage	Phone #: (913) 888-0333	Date Submitted: 04/03/15
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### Section (B) Billing Information

Company Name (Full legal name): City of Raytown		
DBA: FMV		
Billing Address: 10000 E 59TH ST		
Billing City: Raytown	State: MO	Zip Code + 4: 64133-1111
Billing Contact Name: Mark Loughry	Contact Phone Number: (816) 737-6084	
Billing Contact Title: Director of Finance	Contact Fax Number: (816) 737-8370	
Billing Contact email Address: markl@raytown.mo.us	Purchase Order Number:	

### Section (C) Installation Information (if different than Billing Information)

Company Name (Full legal name): Same		
DBA:		
Installation Address (No PO Boxes or General Delivery):		
Installation City:	State:	Zip Code + 4:
Installation Contact Name:	Phone Number:	
Installation Contact Title:	Fax Number:	
Installation Contact email Address:		

### Section (D) Products

Quantity	Model / Part Number	Description (Include Serial Number, if applicable)	<input type="checkbox"/> See additional listed products on attached continuation schedule.
1	IN600AF	Automatic Mail Machine	
2	M3300	2 Trays and 1 Insert Feeder	
3			
4			
5			

### Section (E) Lease Payment Information & Lease Payment Schedule

<b>Tax Status:</b> <input type="radio"/> Taxable <input checked="" type="radio"/> Tax-Exempt. <i>Certificate attached.</i>	Period	# of Months	Monthly Payment (plus applicable taxes)
	First	60	752.93
	Next		
	Next		
	Next		
	Current Lease Number:		
New Lease Number:			

**Billing Frequency:**  
 Monthly  
 Quarterly  
 Annually

**Billing Method:**  
 Standard  
 Government Payment in Arrears

### Section (G) Postage Meter & Postage Funding Information

Main Post Office Name:	Post Office 5-Digit Zip Code:
<b>Postage Funding Method:</b> <input checked="" type="radio"/> Bill Me <input type="radio"/> Prepay by Check <input type="radio"/> ACH Debit <small>Attach ACH Authorization Form</small>	<input type="radio"/> OMAS / CPU <small>OMAS Agency Code</small> <input type="radio"/> POC <input checked="" type="radio"/> New <input type="radio"/> TMS <input type="radio"/> Existing <small>Existing Account Number</small>

### Section (H) Services

<b>Rate Protection:</b> <input checked="" type="radio"/> Online Postal Rates <input type="radio"/> RCP (Shipped Update) <input type="radio"/> None	<b>Covered Product:</b> IN600AF
<b>iMeter Apps:</b> <input checked="" type="checkbox"/> Online Postal Expense Management <input type="checkbox"/> Online E-Services <input type="checkbox"/> Online E-Services with Electronic Return Receipt	
<b>Software:</b> <input checked="" type="checkbox"/> Software Advantage	<b>Covered Product:</b> EP70 Guides
<b>Dealer Services:</b> <input type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Installation / Training	

### Section (F) ACH Direct Debit for Lease Payments (Attach Voided Check)

Bank Name	Bank Contact Name
Bank City, State	Bank Contact Phone Number
Bank Routing Number	Bank Account Number

### Section (I) Approval

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Authorized Signature _____	Print Name and Title _____	Date Accepted _____
Accepted by Neopost USA and its Affiliates		Date Accepted _____

Section (D) Product Continuation Schedule (Continued)

	Quantity	Model / Part Number	Description (Include Serial Number, if applicable)
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**SERVICE AGREEMENT**



**LINEAGE**

**AGREEMENT made by and between LINEAGE herein called "the Company" and**

Customer name ("Customer") <u>City of Raytown</u>	Customer bill to <u>SAME</u>
Equipment address <u>10000 E 59TH ST</u>	Bill to address, if different _____
City, State, Zip <u>Raytown, MO 64133</u>	City, State, Zip _____

**EQUIPMENT TO BE COVERED UNDER THIS SERVICE AGREEMENT, herein collectively called ("Machine")**

MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER	MAXIMUM CYCLES Per Paragraph 2
IH600AF						
M3300						

**Service Plans: – All Plans are subject to the Terms and Conditions below. Date Service to Begin: \_\_\_\_\_ Original Lease Term 60 Months**

**Critical Care Service Plan – Contract Price: \_\_\_\_\_ per month, billed annually plus TAX where applicable.** - Customers receive our "premier" service. ALL parts, labor and travel are included at no additional charge. If the Company is unable to repair the Machine in a reasonable time, loaner equipment will be provided at no charge. Preventative maintenance services may be scheduled as determined by the Company based upon Machine usage. On emergency calls, Customers will receive next call status over lower level or non-contract customers. Customers may also receive up to four (4) hours per year of new operator training or minor program modifications to their original specification at no additional charge.

**Standard Care Service Plan – Contract Price: \$164.00 per month, billed annually plus TAX where applicable.** – With Standard Care many of the parts are included at no additional charge. Labor and travel are also included. If the Company is unable to repair the Machine in a reasonable time, loaner equipment will be provided at no charge. Preventative maintenance services may be scheduled on contracts that have a value greater than twice the Company's currently published hourly labor rate. On emergency calls, Customers will receive a four (4) hour response time (averaged). This Plan does not include any additional operator training after completion of the initial installation of the Machine.

**Notes: \*Price is locked for life of lease\***

**The Customer and the Company understand and agree this service agreement includes the Terms and Conditions as follows:**

1. If the Machine is leased, the annual contract cannot be terminated and must be "active" for the term of the lease including renewal periods. The terms and conditions herein shall remain in full force and effect during any renewal term except the annual rates set forth herein shall be adjusted during any renewal term to Company's then current rates.
2. This Agreement shall commence on the Machine's installation date and shall continue for either a one (1) year term or the Maximum Cycles, whichever occurs first. Thereafter, it shall renew in either annual terms or the Maximum Cycles, whichever occurs first
3. The Company's obligations herein called "Service" shall be limited to providing: (i) periodic inspections and diagnostic checks of the Machine and (ii) repair or replacement of complete assemblies resulting from the wearing out of numerous parts. The Company reserves the right to use new or recycled parts when performing repairs on the Machine as long as they meet or exceed manufacturer's specifications. Preventative maintenance may be performed at the same time as a requested service call.
4. For computer-based systems, the Company's obligations hereunder shall not include backup and / or recovery of applications, programs or data. If service is required due to hardware and / or software failure that results in a loss of these items, the Customer shall be charged at the then current hourly rate for consultation, programming, development and/or labor to restore the system to its prior operating condition, when and if possible. These charges are in addition to any charges already paid by the Customer.
5. Service shall be performed during the Company's usual business hours which are Monday through Friday 8:00 AM to 5:00 PM, excluding Holidays. However, Service, when and if available after the Company's usual business hours, on Saturdays, Sundays and Holidays, must be scheduled in advance and shall be charged at the Company's then current "after hours" rates for labor, travel and expenses and will be in addition to any charges already paid by Customer hereunder.
6. If the Machine is regularly used by more than one (1) shift of personnel, the charges herein shall increase by fifty (50%) percent per each additional shift using the Machine.
7. If, in the Company's opinion, the Machine ought to be removed for an overhaul, rebuild, or shop reconditioning because on-site repair and/or replacement of parts cannot keep the Machine in satisfactory operating condition, the Company will submit a cost estimate to Customer for such services and if authorized by Customer, the Company will perform such service at the sole expense of Customer which will be in addition to any charge paid by Customer hereunder.
8. Any parts hereunder shall be free from manufacturing defects in material and workmanship under normal use for a period of ninety (90) days after same are supplied to Customer. This Warranty does not apply to any parts that have been tampered with or repaired by persons other than persons authorized by the Company to perform service on the Machine or if the part has been subjected to misuse or abuse. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.** In case of any breach of the Warranty, the Company's obligations shall be limited to the repair or replacement of any defective part without charge. **THE COMPANY SHALL NOT BE LIABLE, IN ANY EVENT, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS AND LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF MACHINES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR CUSTOMER'S EXPENSE OR LOSS OF INCOME WHILE MACHINES ARE OUT OF OPERATION.**
9. If the Company provides Service hereunder for the following units, the parts listed next to said units are hereby expressly excluded from the Company's obligations hereunder:
 

<b>All Products</b> - Consumable supplies including but not limited to: labels, tape pads and rolls, all ink, computer paper, ribbons, sealing and cleaning solution. <b>Mailing Machines, Folders/Inserters, Electronic scales</b> - NO EXCLUSIONS <b>Letter Openers/Extractors</b> - Rubber rollers and belts limited to two per year <b>Barcode Scanners</b> - Cables, lenses <b>Printers</b> - Print heads	<b>Shredders/Bursters</b> - Blades, if rollers are not kept oiled which is a customer responsibility <b>Computer Systems</b> - Software, upgrades, application changes, (see paragraph 4 above) <b>Shipping Systems</b> - Hardware and/or software required for carrier compliance including rate changes, zone changes or compliance changes
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10. The Company's Service is contingent upon the proper use of all equipment. It does not include the following and may result in an additional charge to the Customer:
 

<b>a)</b> Electrical work external to the equipment or service related to accessories, attachments, or other devices not furnished by the Company; <b>b)</b> Service caused by materials or supplies that are not Company or manufacturer supplied will result in a service charge and/or additional charges; <b>c)</b> Repair of damage or increase in service time resulting from: 1) Accident, transportation, abuse, neglect, theft, fire or water damage, misuse or other than ordinary use; 2) Failure of electrical power, air conditioning or humidity control; and 3) Alterations which include but are not limited to, any changes in the Company's design, installation, removal of the Company's features, any other modifications, repairs or maintenance or whenever any of the foregoing is performed by persons other than the Company's personnel.	<b>d)</b> Making specification changes or performing services connected with relocation of equipment, and adding or removing accessories, attachments or other devices; <b>e)</b> Such services which are impractical for Company's personnel to render because it alters the Machine and the connection by mechanical or electrical means to another Machine or device; <b>f)</b> Service of equipment located in an unsuitable place of installation or in a hazardous, unsafe, or threatening environment, as determined by the Company; <b>g)</b> Normal operator functions as described in operator's manuals or training after initial installation where training has already been performed; <b>h)</b> Problems relating to or caused by hardware and/or software not supplied by Company; and <b>i)</b> Problems relating to or caused by operating environment including heating, air conditioning, humidity and power which are not compliant with the Company's or manufacturer's specifications
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11. All leased Machines must have an "active" Agreement. For non-leased Machines, termination of the Agreement by either party must be given by written notice to the other party not less than thirty (30) days prior to the expiration of the current term (original or renewal). In the event that this Agreement should be terminated by the customer prior to the ending date of the then current term (original or renewal), the customer shall not be entitled to any refunds of any amount paid under this Agreement
12. This Agreement constitutes the entire Agreement between the parties hereto, and supersedes all previous negotiations, commitments and agreements with respect to its subject matter. This Agreement may not be modified except in writing, acknowledged and signed by both parties. The terms of this Agreement shall prevail over any inconsistent terms appearing on any purchase order or acknowledgments submitted by the customer.

**Authorization and Acceptance**

Customer Signature: _____	Date: _____	Employee Signature: _____
Print Name: _____	Title: _____	Print Name: _____