

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
NOVEMBER 1, 2016
REGULAR SESSION No. 38
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Invocation
Pledge of Allegiance
Roll Call

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 October 18, 2016 Board of Aldermen meeting minutes

REGULAR AGENDA

OLD BUSINESS

2. **SECOND READING: Bill No. 6421-16, Section IV-A. AN ORDINANCE ESTABLISHING THE COMPENSATION FOR THE OFFICE OF BOARD OF ALDERMEN FOR THE TERM BEGINNING APRIL 2017. Point of Contact: Teresa Henry, City Clerk**
3. **SECOND READING: Bill No. 6422-16, Section IV-B: AN ORDINANCE ESTABLISHING THE COMPENSATION FOR THE OFFICE OF MUNICIPAL JUDGE FOR THE TERM BEGINNING APRIL 2017. Point of Contact: Teresa Henry, City Clerk.**
4. **SECOND READING: Amended Bill No. 6423-16, Section IV-B: AN ORDINANCE ESTABLISHING THE COMPENSATION FOR THE OFFICE OF POLICE CHIEF FOR THE TERM BEGINNING APRIL 2017. Point of Contact: Teresa Henry, City Clerk.**
5. **SECOND READING: Bill No. 6424-16, Section V-A: AN ORDINANCE AUTHORIZING AND APPROVING A FREE LEASE AGREEMENT WITH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION FOR THE EXISTING RAYTOWN GATEWAY PLACED IN MODOT RIGHT-OF-WAY. Point of Contact: Kati Horner Gonzalez, Interim Public Works Director.**
6. **SECOND READING: Bill No. 6425-16, Section IV-C-10: AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE III, OFFICERS AND EMPLOYEES, SECTIONS 2-125 AND 2-126, RELATING TO THE CITY ADMINISTRATOR, APPOINTMENT AND TENURE AND QUALIFICATIONS. Point of Contact: Teresa Henry, City Clerk.**

NEW BUSINESS

7. **FIRST READING: Bill No. 6426-16, Section XIII: AN ORDINANCE** APPROVING THE FINAL PLAT OF CASSELL HOMESTEAD, PART OF LOT 1, A SUBDIVISION OF THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Ray Haydaripoor, Interim Development & Public Affairs Director.
8. **FIRST READING: Bill No. 6427-16, Section XXI-E-8: AN ORDINANCE** AMENDING CHAPTER 44, UTILITIES; ARTICLE III; SEWERS, DIVISION 3; SERVICES CHARGES, SECTION 44-154, OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Mark Loughry, Interim City Administrator.
9. **R-2910-16: A RESOLUTION** AUTHORIZING AND APPROVING NEW BYLAWS DATED JULY 1, 2016 FOR MIDWEST PUBLIC RISK OF MISSOURI AND APPOINTING THE CITY ADMINISTRATOR TO SERVE AS THE CITY'S MEMBER REPRESENTATIVE. Point of Contact: Teresa Henry, City Clerk.
10. **R-2911-16: A RESOLUTION** AUTHORIZING AND APPROVING AN EXPENDITURE OF FUNDS WITH MDL TECHNOLOGY, LLC FOR INFORMATION TECHNOLOGY-RELATED SERVICES IN AN AMOUNT NOT TO EXCEED \$121,920.00 FOR FISCAL YEAR 2016-2017. Point of Contract: Jim Lynch, Police Chief.
11. **R-2912-16: A RESOLUTION** DECLARING CERTAIN PROPERTY OWNED BY THE CITY OF RAYTOWN AS SURPLUS AND AUTHORIZING DISPOSITION OF SUCH PROPERTY BY AUCTION. Point of Contract: Kati Horner Gonzalez, Interim Public Works Director.
12. **R-2913-16: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF FUEL FROM JOHN MOORE OIL COMPANY OFF THE CITY OF LEE'S SUMMIT, MISSOURI COOPERATIVE PURCHASE CONTRACT FOR THE FISCAL YEAR 2016-2017. Point of Contract: Kati Horner Gonzalez, Interim Public Works Director.

CLOSED SESSION

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

- 610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys;
- 610.021 (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore;
- 610.021(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information relating to the performance or merit of an individual employee is discussed or recorded; and/or
- 610.021(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

ADJOURNMENT

DRAFT
MINUTES
RAYTOWN BOARD OF ALDERMEN
OCTOBER 18, 2016
REGULAR SESSION No. 37
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Mayor Michael McDonough called the July 19, 2016 Board of Aldermen meeting to order at 7:00 p.m. Alderman Bill Van Buskirk provided the invocation and led the pledge of allegiance.

Roll Call

The roll was called and the attendance was as follows:

Present: Alderman Karen Black, Alderman Jason Greene, Alderman Jim Aziere, Alderman Janet Emerson, Alderman Mark Moore, Alderman Steve Meyers, Alderman Bill Van Buskirk, Alderman Eric Teeman
Absent: Alderman Jason Greene

Proclamations and Presentations

- ★ A Proclamation recognizing Paul Lawless
- ★ A Proclamation recognizing Alderman and Coach Jim Aziere
- ★ A Proclamation recognizing Paul Hansen
- ★ A Presentation to Alderman Josh Greene

Public Comments

Mr. Allan Thompson commented on the impending budget and Mr. Joe Creamer commented on the current direction of the Raytown community and shared the contents of an e-mail with the Board.

Communication from the Mayor

Mayor McDonough read a statement regarding the City's financial status. He also reminded everyone that October is National Breast Cancer Awareness Month. He stated that during the last week, he participated in the annual Walk To School Day, attended the Annual Raytown Educational Foundation 5K Run, attended the Total Transportation Policy Committee meeting at Mid-America Regional Council and tonight before this evening's meeting a tree and marker was dedicated today to the memory of the late Alderman Steve Mock.

Communication from the City Administrator

Mark Loughry, Interim City Administrator advised the Board that the emergency repairs on the stormwater drain at 63rd and Northern were nearly completed, other than final seeding and finishing dirt work.

Committee Reports

Alderman Janet Emerson reported the Main Street Association is having a sale at the intersection of 63rd and Raytown Trafficway behind the Wendy's tomorrow through Saturday.

Study Session

Dan Quigley, the Chief Operating Officer and CFO made a presentation updating the progress of a TIF program for USA 800 approved in 1987. The company hires about 461 people in the Raytown area.

Alderman Jason Greene joined the meeting at 7:48 p.m.

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 Special September 27, 2016 Board of Aldermen meeting minutes.

Approval of the Regular October 4, 2016 Board of Aldermen meeting minutes.

Alderman Eric Teeman, seconded by Alderman Janet Emerson, made a motion to approve the consent agenda. The motion was approved by a vote of 8-0-1.

Ayes: Aldermen Eric Teeman, Janet Emerson, Bill Van Buskirk, Steve Meyers, Mark Moore, Jim Aziere, Josh Greene, Karen Black

Nays: None

Abstain: Aldermen Jason Greene

REGULAR AGENDA

2. **FIRST READING: Bill No. 6421-16, Section IV-A. AN ORDINANCE ESTABLISHING THE COMPENSATION FOR THE OFFICE OF BOARD OF ALDERMEN FOR THE TERM BEGINNING APRIL 2017.** Point of Contact: Teresa Henry, City Clerk

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

Discussion included the recommendation of the Elected Officials Compensation Review Board and the Board decision to keep the compensation the way it was currently set.

3. **FIRST READING: Bill No. 6422-16, Section IV-B: AN ORDINANCE ESTABLISHING THE COMPENSATION FOR THE OFFICE OF MUNICIPAL JUDGE FOR THE TERM BEGINNING APRIL 2017.** Point of Contact: Teresa Henry, City Clerk.

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

Discussion included the recommendation by the Elected Officials Compensation Review Board was 25% increase the first year, and 2% increase each year thereafter for the next 3 years and the Board of Aldermen's consensus not to accept the recommendation; however, the Board had recommended a 10% increase in 2017, and a 2% increase for the next 3 years thereafter.

4. **FIRST READING: Bill No. 6423-16, Section IV-B: AN ORDINANCE ESTABLISHING THE COMPENSATION FOR THE OFFICE OF POLICE CHIEF FOR THE TERM BEGINNING APRIL 2017.** Point of Contact: Teresa Henry, City Clerk.

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

Discussion included the recommendation by the Elected Officials Compensation Review Board was 7 ½ % increase the first year, and 2% increase each year thereafter for the next 3 years and the Board of Aldermen's consensus not to accept the recommendation; however, the Board had recommended a 4% increase in 2017, and a 2% increase for the next 3 years thereafter.

Alderman Bill Van Buskirk, seconded by Alderman Josh Greene, made a motion to amend to a 2% increase each year for 2017, 2018, 2019, and 2020. The motion was approved by a vote of 6-3.

Ayes: Aldermen Bill Van Buskirk, Josh Greene, Jim Aziere, Jason Greene, Karen Black, Mark Moore
Nays: Aldermen Steve Meyers, Janet Emerson, Eric Teeman

5. **FIRST READING: Bill No. 6424-16, Section V-A: AN ORDINANCE AUTHORIZING AND APPROVING A FREE LEASE AGREEMENT WITH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION FOR THE EXISTING RAYTOWN GATEWAY PLACED IN MODOT RIGHT-OF-WAY.** Point of Contact: Kati Horner Gonzalez, Interim Public Works Director.

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

Katie Horner Gonzalez, Interim Public Works Director, provided the Staff Report and remained available for discussion.

Discussion included this is related to a "Welcome to Raytown" monument which was placed in MoDOT's right-of-way. They are currently reviewing similar situations in nearby places. The agreement is a free lease agreement stating that the City of Raytown will maintain the monument and ensure it does not become a hazard to traffic or the public. The alternative is that the City of Raytown remove the monument from their right-of-way.

6. **FIRST READING: Bill No. 6425-16, Section IV-C-10: AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE III, OFFICERS AND EMPLOYEES, SECTIONS 2-125 AND 2-126, RELATING TO THE CITY ADMINISTRATOR, APPOINTMENT AND TENURE AND QUALIFICATIONS.** Point of Contact: Teresa Henry, City Clerk.

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

Teresa Henry, City Clerk, provided the Staff Report and remained available for discussion.

Discussion included the City Administrator is expected to live within the City Limits, but this requirement can be waived by a majority vote of the Board of Aldermen. This process maintains the residency requirement while providing the flexibility to serve Raytown's best interests.

7. **R-2906-16: A RESOLUTION AMENDING THE FISCAL YEAR 2015-2016 BUDGET RELATED TO EMERGENCY STORM SEWER REPAIR.** Point of Contact: Kati Horner Gonzalez, Interim Public Works Director.

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

Kati Horner Gonzalez, Interim Public Works Director, provided the Staff Report and remained available for discussion.

Discussion included on September 19, a hole in the road caused by a failing pipe was reported on 63rd and Northern. Work began on Wednesday, September 21. The pipe ran under a house which was built after the sewer system was installed. This pipe was filled in and a new pipeline was laid. It was a 48" pipe and required over 30 yards to fill the section of pipe that had to be abandoned. Work is nearly completed except for some final seeding, and the road has been opened up. The final cost is estimated to be around \$115,000, including the realignment of the pipe. There is a storm water master plan, last updated in 1993. This year, a pole camera has been added to the budget, which allows Public Works to look down into the pipes and record what they actually look like. Currently, a small camera is used to view the sanitary sewers, but it tends to go through the holds and get lost. Most of our system is corrugated metal pipe, and the bottom of the pipe rusts out first. The goal is that crews will begin investigations with known problem areas, and then move forward so Raytown can be more proactive and less reactive. Ms. Gonzalez estimated that we had approximately \$200,000 of unforeseen emergency repairs in 2016. Past budgeted

amount for that fund was \$25,000, which is the state minimum. Last year we exceeded that in the first two weeks. Much of the system was built 50-60 years ago, and this is the projected life span of the infrastructure. It would be helpful for the Public Works Department to come up with a longer term plan to gradually replace the aging structures.

Alderman Bill Van Buskirk, seconded by Alderman Eric Teeman, made a motion to adopt. The motion was approved by a vote of 9-0.

Ayes: Aldermen Bill Van Buskirk, Jim Aziere, Josh Greene, Karen Black, Steve Meyers, Jason Greene, Janet Emerson, Mark Moore, Eric Teeman
Nays: None

8. **R-2907-16: A RESOLUTION** AMENDING THE FISCAL YEAR 2015-2016 BUDGET RELATED TO DOWNTOWN STREETSCAPE AMENITIES. Point of Contract: Kati Horner Gonzalez, Interim Public Works Director.

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

Kati Horner Gonzales, Interim Public Works Director, provided the Staff Report and remained available for discussion.

Discussion included this refers to benches, trash cans, and other amenities that were in the original streetscape development plan. These amenities were dropped from the plan when bids came in high. It was later determined that some of these amenities are really needed. A budget amendment is requested to allow for the purchase of two benches and four trash cans. Alderman Bill Van Buskirk suggested that some of this cost could be covered by allowing people to sponsor some of the purchases and place a small plaque with their names, or the name of someone they wish to dedicate, on some of the benches and bike racks in exchange for donations to the project.

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

Ayes: Aldermen Jason Greene, Karen Black, Bill Van Buskirk, Josh Greene, Steve Meyers, Jim Aziere, Mark Moore, Janet Emerson, Eric Teeman
Nays: None

9. **R-2908-16: A RESOLUTION** AMENDING THE FISCAL YEAR 2015-2016 BUDGET TO REALLOCATE VARIOUS EXPENDITURES BETWEEN DESIGNATED FUNDS. Point of Contract: Mark Loughry, Interim City Administrator.

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

Mark Loughry, Interim City Administrator, provided the Staff Report and remained available for discussion.

Discussion included this is an amendment to the current fiscal budget to allow for budgetary authority for end of the year allocations to deal with last minute expenses and ensure these expenses are dealt with appropriately in the budget. Some of the changes are simply moving money from the fund where the money is collected to the fund where the expenditures are allocated. It also includes insurance claims that can't be predicted at the beginning of the year.

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

Ayes: Aldermen Josh Greene, Mark Moore, Eric Teeman, Jim Aziere, Bill Van Buskirk, Karen Black, Steve Meyers, Jason Greene, Janet Emerson
Nays: None

10. **R-2909-16: A RESOLUTION** AUTHORIZING AND APPROVING THE BUDGET OF THE CITY OF RAYTOWN FOR FISCAL YEAR 2016-2017 BUDGET. Point of Contract: Mark Loughry, Interim City Administrator.

Mark Loughry, Interim City Administrator, provided the Staff Report and remained available for discussion.

Discussion included there have been 5 weeks of significant review on this budget, and it has been scrutinized more closely than any budget in the past five years. There are some budgeted shortages that have been brought out this evening, and more is budgeted for expenditures than expected revenues will cover. However, there is a significant reserve. In the last ten years, only one year actually had a balanced budget. Historically, we only spend 90% of the budget. In the last five years, only one year actually had a deficit spend. It is not possible to plan down to the penny. If the city spends 90% of the projected budget, the end result will be a balanced budget. If the city spends more, then the reserve will be utilized, and this is okay. The Board will continue to monitor this closely. The departments all worked to develop an austere program, and the board has made additional cuts to enable staff salary increases. The City should continue to look for ways to trim it more to allow for increased spending on infrastructure repairs.

Alderman Bill Van Buskirk thanked the Mayor for appointing the first budget review committee the City has had in recent past, and he applauded the City Finance Director for his efforts to control the budget.

Other discussion included the tough talks are taking place this year, and will continue next year. Oversight will be even stronger next year. We have a long way to go to improve the budget, but the Board of Aldermen is working hard on learning how to improve it. The police department is in the process of trimming their budget. The current Board is dealing with decisions made by previous Boards that have cost the city a great deal of money. A large number of cuts have been made in this year's budget. Areas of overspending that have developed in the past 15 years cannot be fixed in one year, but over time it can be improved and the City is moving in the right direction.

Alderman Eric Teeman, seconded by Alderman Janet Emerson, made a motion to adopt. The motion was approved by a vote of 8-1.

Ayes: Aldermen Eric Teeman, Janet Emerson, Jason Greene, Bill Van Buskirk, Steve Meyers, Karen Black, Mark Moore, Josh Greene
Nays: Aldermen Jim Aziere

ADJOURNMENT

Alderman Eric Teeman, seconded by Alderman Josh Greene made a motion to adjourn. The motion was approved by a majority of those present.

The meeting adjourned at 9:30 p.m.

Teresa Henry, City Clerk

CITY OF RAYTOWN
Request for Board Action

Date: October 25, 2016
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Bill No. 6421-16
Section No. IV-A

Department Head Approval: _____

Finance Director Approval: _____ (only needed if fiscal impact)

City Administrator Approval: _____

Action Requested: An ordinance setting the salary for the Board of Aldermen beginning in April 2017.

Recommendation: Recommended by the Elected Officials Compensation Review Board and Board of Aldermen.

Analysis: The Elected Officials Compensation Review Board was established by the Board of Aldermen to review the salary for elected officials and make recommendations for adjustment. An elected official's compensation must be set prior to a person taking office and compensation cannot change during the term of office, unless additional duties are added. Accordingly, any adjustment the Board of Aldermen deems appropriate must be made prior to the April 4, 2017 election.

The recommendation of the Elected Officials Compensation Review Board relative to the Board of Aldermen was to change the monthly salary to a rate of \$500.00 per month and continue the monthly car allowance to \$50.00 per month.

At the direction of the Board of Aldermen, staff was directed to draft an ordinance keeping the monthly salary at \$400.00 month and the monthly car allowance at \$50.00 per month.

AN ORDINANCE ESTABLISHING THE COMPENSATION FOR THE OFFICE OF BOARD OF ALDERMEN FOR THE TERM BEGINNING APRIL 2017

WHEREAS, compensation for the Office of Board of Aldermen is set by ordinance; and

WHEREAS, compensation for the Board of Aldermen cannot change during the term of office, unless additional duties are added; and

WHEREAS, the Elected Officials Compensation Committee recommended a change in the monthly compensation rate of \$500.00 beginning April 4, 2017 and an auto allowance beginning April 4, 2017 in the amount of \$50.00; and

WHEREAS, the Board of Aldermen have requested that the current compensation of \$400.00 and the current auto allowance of \$50.00 per month remain;

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

SECTION 1 – SALARY AND AUTO ALLOWANCE OF THE BOARD OF ALDERMEN.

That the salary of the Board of Aldermen shall continue to be established at a rate of \$400.00 per month and the auto allowance shall continue at a rate of \$50.00 per month effective April 4, 2017.

SECTION 2 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 4 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 1st day of November, 2016.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved to as Form:

Joe Willerth, City Attorney

CITY OF RAYTOWN
Request for Board Action

Date: October 25, 2016
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Bill No. 6422-16
Section No. IV-B

Department Head Approval: _____

Finance Director Approval: _____ (only needed if fiscal impact)

City Administrator Approval: _____

Action Requested: An ordinance setting the salary for the office of Municipal Judge, beginning in April 2017

Recommendation: Recommendation by the Elected Officials Compensation Review Board and Board of Aldermen.

Analysis: The Elected Officials Compensation Review Board was established by the Board of Aldermen to review the salary for elected officials and make recommendations for adjustment. An elected official's compensation must be set prior to a person taking office and compensation cannot change during the term of office, unless additional duties are added. Accordingly, any adjustment the Board of Aldermen deems appropriate to make to the current salary of the Municipal Judge must be made prior to the April 4, 2017 election.

With regard to the salary of the Municipal Judge, the Elected Officials Compensation Review Board recommended a 25% increase to the current yearly compensation for the term beginning in April 2017 with an additional 2% increase in April 2018, April 2019 and April 2020.

AN ORDINANCE ESTABLISHING THE COMPENSATION FOR THE OFFICE OF MUNICIPAL JUDGE FOR THE TERM BEGINNING APRIL 2017

WHEREAS, compensation for the Office of Municipal Judge is set by ordinance; and

WHEREAS, compensation for the Office of Municipal Judge cannot change during the term of office, unless additional duties are added; and

WHEREAS, the Elected Officials Compensation Review Board recommend a 25% increase to the current yearly compensation for the term beginning in April 2017 with an additional 2% increase in April 2018, April 2019 and April 2020; and

WHEREAS, the Board of Alderman, recommended with regard to the salary of the Municipal Judge, a 10% increase to the current year compensation for the term beginning in April 2017 with an additional 2% increase in April 2018, April 2019 and April 2020.

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

SECTION 1 – SALARY OF MUNICIPAL JUDGE ESTABLISHED. That the yearly salary for the Office of Municipal Judge shall be as stated below beginning in April of 2017 and ending April 2021.

Current Yearly	\$28,190.99	
April 2017-Recommended 10% increase		\$31,010.09
April 2018-2% increase		\$31,630.29
April 2019-2% increase		\$32,262.89
April 2020-2% increase		\$32,908.15

SECTION 2 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 4 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 1st day of November, 2016.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

CITY OF RAYTOWN
Request for Board Action

Date: October 25, 2016
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Amended Bill No. 6423-16
Section No. IV-B

Department Head Approval: _____

Finance Director Approval: _____ (only needed if fiscal impact)

City Administrator Approval: _____



Action Requested: An ordinance setting the salary for the office of Police Chief, beginning in April 2017.

Recommendation: Recommendation by Elected Officials Compensation Review Board and Board of Aldermen.

Analysis: The Elected Officials Compensation Review Board was established by the Board of Aldermen to review the salary for elected officials and make recommendations for adjustment. An elected official's compensation must be set prior to a person taking office and compensation cannot change during the term of office, unless additional duties are added. Accordingly, any adjustment the Board of Aldermen deems appropriate to make to the current salary of the Police Chief must be made prior to the April 4, 2017 election.

With regard to the salary of the Police Chief, the Elected Officials Compensation Review Board recommended a 7½% increase to the yearly compensation for the term beginning in April 2017 with an additional 2% increase in April 2018, April 2019 and April 2020.

The Board of Alderman, recommended the yearly compensation with regard to the salary of the Police Chief, a 4% increase to the current year compensation for the term beginning in April 2017 with an additional 2% increase in April 2018, April 2019 and April 2020.

At the October 18, 2016 Board of Aldermen meeting, an amendment was made to this ordinance. The amendment stated that the yearly compensation with regard to the salary of the Police Chief, a 2% increase to the current year compensation for the term beginning in April 2017 with an additional 2% increase in April 2018, April 2019 and April 2020.

AN ORDINANCE ESTABLISHING THE COMPENSATION FOR THE OFFICE OF POLICE CHIEF FOR THE TERM BEGINNING APRIL 2017

WHEREAS, compensation for the Office of Police Chief is set by ordinance; and

WHEREAS, compensation for the Office of Police Chief cannot change during the term of office, unless additional duties are added; and

WHEREAS, the Elected Officials Compensation Review Board recommend a 7½% increase to the yearly compensation for the term beginning in April 2017 with an additional 2% increase in April 2018, April 2019 and April 2020; and

WHEREAS, the Board of Alderman, recommended the yearly compensation with regard to the salary of the Police Chief, a 2% increase to the current year compensation for the term beginning in April 2017 with an additional 2% increase in April 2018, April 2019 and April 2020.

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

SECTION 1 – SALARY OF POLICE CHIEF ESTABLISHED. That the salary for the Office of Police Chief shall be as stated below beginning in April of 2017 and ending April 2021.

Current Yearly	\$96,742.88	
April 2017-Recommended 2% increase		\$98,677.74
April 2018-2% increase		\$100,651.29
April 2019-2% increase		\$102,664.31
April 2020-2% increase		\$104,717.59

SECTION 2 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 4 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 1st day of November, 2016.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

CITY OF RAYTOWN
Request for Board Action

Date: October 25, 2016

Bill No. 6424-16

To: Mayor and Board of Aldermen

Section No. V-A

From: Kati Horner Gonzalez, Interim Director of Public Works

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____



Action Requested: Adopt an ordinance approving a Free Lease Agreement between MoDOT and the City of Raytown for the existing Raytown Gateway placed in MoDOT Right-of-Way.

Background: Through a District-wide evaluation of the placement of signage and other items in the state Right-of-Way, the Missouri Department of Transportation found that Raytown placed a "Welcome to Raytown" gateway in MoDOT Right-of-Way at the location of attached Location Map. It was determined that no agreement was put in place between the City and MoDOT during the placement of the monument. As a result, MoDOT has requested that the City enter into a Free Lease Agreement with the State to authorize the placement of this monument.

Alternatives: Do not pass the ordinance and remove the monument.

Budgetary Impact:

No Anticipated Impact

Attachments: Free Lease Agreement

AN ORDINANCE AUTHORIZING AND APPROVING A FREE LEASE AGREEMENT WITH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION FOR THE EXISTING RAYTOWN GATEWAY PLACED IN MODOT RIGHT-OF-WAY

WHEREAS, the City of Raytown desires to enter into an agreement with the Missouri Highway and Transportation Commission (the Commission) for a Free Lease Agreement for an existing Raytown Gateway placed in the MoDOT right-of-way; and

WHEREAS, in order for this Free Lease to begin, it is necessary to enter into an agreement with the Commission as set forth in Exhibit "A" attached hereto.

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

SECTION 1 – APPROVAL OF AGREEMENT. That the Missouri Highway and Transportation Commission Municipal Agreement for a Free Lease for the existing Raytown Gateway placed in the MoDOT right-of-way, by and between the Missouri Highway and Transportation Commission and the City of Raytown in substantially the same form as attached hereto, is hereby authorized and approved.

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

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 1st day of November, 2016.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

CCO Form: RW 45
Approved: 12/12 (ASB)
Revised: 01/15 (ASB)
Modified:

JACKSON COUNTY
ROUTE 50/350
KC-0923

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
LICENSE AGREEMENT**

THIS AGREEMENT is entered into by the **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION** (hereinafter, "Commission") and the **City of Raytown, Missouri** (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission is an entity of the State of Missouri created by state law and owns and maintains State Route 50/350 (hereinafter, "Highway") as part of the State Highway System in Jackson County, Missouri;

WHEREAS, the City desires to use that portion of the Commission property described in Exhibit "A," attached hereto and incorporated by reference, to construct a Monument;

WHEREAS, the Commission agrees to allow the City to use Commission property for the purposes, and subject to the terms and conditions, herein stated.

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

(1) LICENSE GRANTED: The Commission hereby grants the City and its successors, a non-exclusive right to use that portion of the Commission property at the location described on Exhibit "A", a legal description of the property, for the purpose of installing and maintaining a city Monument.

(2) CONSIDERATION FOR THIS LICENSE: The Commission grants this license freely and without charge, based on the City's express agreement to comply with the terms and conditions of this Agreement. This license is revocable by the Commission through its Missouri Department of Transportation (MoDOT) representatives at any time, with or without cause; and this license is automatically revoked by operation of law if the City violates any term or condition of this Agreement.

(3) DURATION OF LICENSE: The Commission and the City agree that this license and all rights of entry granted hereunder shall terminate and no longer be in effect no later than sunset ten (10) years from the last date of execution of this Agreement. Upon approval of both parties, the terms and conditions of this Agreement

are renewable for an additional ten (10) years from the date of the expiration of the Agreement. Any extension shall be memorialized in an appropriate Supplemental Agreement and executed by the duly authorized representatives of the parties.

(4) WORK BY THE CITY: The City shall construct a Monument on Commission property as indicated in Exhibit "B," attached hereto and incorporated by reference, pursuant to the plans and specifications as referred to herein. This non-exclusive license prohibits conversion of the property to a 4f or 6f property as stated in the Code of Federal Regulations 23CFR771.135. It is expressly understood and agreed that the primary purpose of the property which is the subject matter of this agreement shall remain for use of the Commission. There will be no public park or recreational use or dedication of the Commission property for outdoor recreational use.

(5) MONUMENT DESIGN: The City shall have detailed plans prepared at their cost, which are to be submitted to the Commission's District Engineer for the Commission's review and approval and concurrence by FHWA. Any significant revision in the design or construction of the Monument shall receive prior written approval of the Commission subject to concurrence by the FHWA. The Monument shall be constructed in accordance with the plans and specifications to the satisfaction of the District Engineer or the District Engineer's authorized agents.

(6) ACCOMPANYING STRUCTURES: The City agrees to construct and maintain guardrail and/or other traffic safety devices (hereinafter, "Accompanying Structures") as specified in Exhibit "B" to Commission standards, in accordance with applicable portions of the latest editions of the *Missouri Highways and Transportation Commission's Standard Specifications for Highway Construction* and the *Standard Plans for Highway Construction*. The City's plan for repair and maintenance of the accompanying structures are as follows:

(A) The sign is already in place, City shall repair and maintain sign as necessary.

(B) Upon notification to the City of the damaged accompanying structures, the City shall have seven (7) calendar days to begin the repair or maintenance.

(C) All repair and maintenance work shall be completed within fourteen (14) calendar days.

(7) CONSTRUCTION CONTRACTOR: The Commission acknowledges that the City will enter into a construction contract with an approved Contractor (hereinafter, "Contractor") to construct the Monument Improvements in accordance with the approved plans and specifications. The City shall cause Contractor to submit appropriate documentation to the Commission, to include the following provisions:

(A) Commission Inspection: The Commission's agents and employees

will be authorized to inspect the work on the Monument and to approve or disapprove such work in the same manner as if the construction contract has been entered into between the Contractor and the State of Missouri acting by and through the Commission. The Commission agrees that all such inspections shall be conducted in a timely and reasonable manner.

(B) Responsible Party for Payment: The Contractor will look solely to the City for payments pursuant to the construction contract, including, but not limited to payments for base contract work and change order work, and for claims pursuant to the contract or for breach thereof, and confirming that Contractor shall have no claim rights against the Commission, its employees, agents, successors, or assigns.

(C) Construction Bonds: The City shall acquire from the Contractor and shall deliver, prior to commencement of work on the Monument, executed copies of Contractor's performance and payment bonds from commercial surety companies qualified and authorized to do business in Missouri, each in a penal amount equal to the contract sum, assuring the City and the Commission, which shall be named as obligees therein, as their interests may appear, of (1) performance of all contractual obligations, and (2) payment for all related labor, materials, and costs. Such bonds may be issued as part of performance and payment bonds on construction for work other than the Monument. The performance and payment bond requirement does not render the Monument construction project a public works project.

(8) RESTORATION OF COMMISSION PROPERTY: At all times during the construction or maintenance of the Monument, the City and Contractor shall construct and maintain the Monument in a manner that will not injure or damage the paved highway facility area or any of Commission property adjacent thereto, unless as specified herein. After construction of the Monument, the City will restore the unpaved property to its original condition, as determined by the District Engineer. Disturbed areas will be fine graded, seeded, mulched or sodded by the City.

(9) RIGHTS UPON DEFAULT: If the City defaults and abandons the Monument construction project, the Commission has the right, at its discretion, to demolish the structure. The Commission shall have the right to charge all payments associated with and costs of demolition to the City.

(10) TRAFFIC CONTROL PLAN, SIGNING AND SCHEDULING OF CONSTRUCTION: The City agrees to provide to the District Engineer a traffic control plan for handling traffic during the contemplated construction. The City agrees to provide construction signing in compliance with the Manual on Uniform Traffic Control Devices. This Agreement is conditioned upon written District Engineer approval of the traffic control plan and any revisions or modifications to the plan before construction may begin. All construction shall be scheduled to minimize disruption of the traffic flow. Any lane closure shall be coordinated with MoDOT and scheduled during nonpeak hours except in the case of an emergency.

(11) MAINTENANCE AND REPAIR: At all times during the construction of the Monument and after its completion, the site of the Monument and all related structures and landscaping will be maintained by and at the expense of the City so as to assure that these structures and the area within, above and beside Commission's property will be kept in accordance with Commission standards and in good condition as to safety, use and appearance and such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the use of or access to the Commission's state highway system. The City will keep the property described in Exhibit "A" in a neat, clean, orderly and presentable condition, free of trash, debris and unsightly objects.

(12) PERMITS: Before beginning work, the City shall secure from the Commission's District Engineer a permit for the proposed improvement. Any maintenance performed on the infrastructure of the Monument or Accompanying Structures shall require a permit to be issued by the District Engineer. Issuance of the permit is within the sole discretion of the Commission's District Engineer. The City shall make every effort to obtain access to the Monument and any accompanying structures through access other than Commission property.

(13) THE COMMISSION ACTION IF THERE IS FAILURE TO MAINTAIN PROPOSED STRUCTURE: In the event the City fails to meet its maintenance obligations set forth in this Agreement, the Commission or its contractors, agents and employees shall have the authority, but not a duty or obligation, to maintain the facility as the Commission deems necessary. If the City fails to begin making repairs within thirty (30) days of receiving written notice or fails to continue with the repairs in a diligent manner, the maintenance work may be performed by the Commission, unless the District Engineer or his/her authorized representative determines that an actual or potential emergency exists requiring immediate repairs. Any expenses incurred by or on behalf of the Commission in performing the maintenance work described in this section shall be the debt of and shall be chargeable to the City.

(14) REVOCATION OF AGREEMENT: This license granted in this Agreement is at the pleasure or discretion of the Commission. The occurrence of any one of the following, but not limited to the following, shall constitute a default by the City under the terms of this Agreement and, at Commission discretion, may result in revocation of this Agreement.

(A) Failure to Construct the Monument as Approved: The Monument and/or Accompanying Structures are not completed in compliance with the plans and specifications approved or approved as modified by the Commission and the FHWA;

(B) Nonuse or Abandonment of Monument: The Monument ceases to be used for the purposes stated herein, or is abandoned;

(C) Damage or Disrepair: The Monument or Accompanying Structures are damaged or fall into disrepair, and it cannot be repaired or the City will not repair the Monument to a condition satisfactory to the Commission and the FHWA;

(D) Violation of Agreement: The City violates any term of this Agreement;

(E) Change in Use: The City changes or attempts to change the use or purpose of the Monument, without prior written approval of the Commission and the concurrence of the FHWA;

(F) Violation of Laws: The City constructs, operates, uses or maintains the Monument or any other structure within the Commission's property in violation of any state or federal laws or regulations which are applicable at that time, but only after notice is given by the Commission specifying the violation and giving a reasonable opportunity to cure, not to exceed thirty (30) days, and which is not cured by the City within the applicable time;

(G) Failure to Pay Debts: The City fails to pay its debts or liabilities to the Commission under this Agreement;

(H) Failure to Maintain Insurance: The City fails to maintain insurance as required by this Agreement;

(I) Void or Invalid Agreement: This Agreement, or any material portion thereof, is deemed void or invalid by a court of competent jurisdiction.

(J) Unsafe Action: If the City acts in an unsafe manner, negligently, or refuses to follow safety instructions of MoDOT officials, or in any way breaches the terms of this license agreement.

(15) NO ASSIGNMENT: The City understands that it shall not assign or delegate any interest in this Agreement and shall not transfer any interest in or use of this license to another. This license is granted solely to the City and to no other person or entity.

(16) REDESIGN, RELOCATION, OR ALTERATION OF HIGHWAY: In the event that the Commission should find that it is necessary to redesign, relocate, or alter the highway at this location, the Commission, at its sole discretion, may suspend or revoke this license as needed.

(17) REMOVAL OF THE MONUMENT: In the event this Agreement is revoked and the Commission deems it necessary to request the removal of the Monument and/or Accompanying Structures, the removal shall be accomplished by the City or a responsible party, as determined by the Commission, in a manner prescribed by the Commission, with all costs and expenses associated with the removal paid by the City.

(18) NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the Commission and the City as partners in a partnership or joint

venture for any purpose whatsoever.

(19) NO KNOWLEDGE OF HAZARDOUS OR TOXIC SUBSTANCES ON PROPERTY: The Commission states that to the best of its knowledge and belief, there has been no generation, transportation, storage, treatment, disposal, release, leakage, spillage or emission of any hazardous or toxic substance or material or any aboveground or underground petroleum product contamination on the subject property during the Commission's ownership of the property, and the Commission's representatives are not aware of the presence of any such hazardous or toxic substance or material, or petroleum product contamination, on the subject site. The Commission makes no warranty or representation concerning the possibility of or absence of, concealed property contamination by such substances or materials, and the City assumes the risk of their presence, unknown and undetected. If the City discovers actual or potential hazardous or toxic substances or materials, or petroleum contamination on the subject property, the City is requested to leave the property and notify the Commission's MoDOT representatives immediately.

(20) HUMAN REMAINS, SACRED OBJECTS AND ARTIFACTS: If human remains, or Native American or other sacred objects, artifacts or items of value are encountered during the construction or maintenance of the Monument, their treatment will be handled in accordance with Sections 194.400 to 194.410, RSMo, as amended. There are no human remains, sacred objects, artifacts or other items of value known to be on the subject Monument, to the best knowledge of Commission's MoDOT representatives. However, if the City finds any human remains, sacred objects, artifacts, or other items of value on the subject property, the City shall immediately cease construction of the Monument and contact the Commission's MoDOT representatives.

(21) INSURANCE: The City shall take out and maintain at the City's own expense liability insurance with a company licensed and authorized to do business in the state of Missouri in the amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. This insurance shall be for the payment of any property damages, personal injury or death to person(s) on the premises as licensees or invitees, expressed or implied, of the City. Evidence of the City's liability insurance shall be furnished to the Commission with upon application for a permit, and if the City fails, refuses or neglects to take out, extend or maintain said insurance this License Agreement shall be null and void.

(22) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's

wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(23) ASSUMPTION OF RISK:

The City, by signing this license agreement, acknowledges that it has carefully read this legal document, and that it understands that the Commission property has vehicular traffic and other potential hazards on it that cannot reasonably be protected against, or warned of, in advance. By signing this license agreement, the City agrees to comply with the safety instructions it receives in this document and from MoDOT employees; the City acknowledges the existence of these and other risks on Commission property, and agrees to assume these risks by accepting this license, and using the Commission's property for the activity permitted herein.

(24) ADVERTISING RESTRICTIONS: No billboards or advertising is to be placed on or over the Commission's property or airspace, either within, on, attached to or apart from the Monument. Only signs as approved by the Commission in the plans submitted by the City for this product shall be allowed.

(25) OPPORTUNITY TO CURE: As to any default described in paragraph (14) above, same shall not be a basis of terminating or revoking this Agreement until written notice is delivered to the City specifying the default with particularity, giving a reasonable opportunity to cure, not to exceed thirty (30) days, and which is not cured by

the City within the applicable time.

(26) UTILITY RELOCATION: With respect to any utility facilities requiring relocation or adjustment in connection with the herein contemplated construction, the City agrees that said relocation or adjustment shall be in accordance with the detailed plans as approved by the Commission with all costs and expenses associated with the utility relocation or adjustment paid by the City.

(27) NONDISCRIMINATION: The City, for itself, its representatives, and successors in interest, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the property that no person on the grounds of race, color, religion, creed, national origin, disability, sex or age shall be denied the benefits of or otherwise be subjected to discrimination in the construction of the Monument.

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

(29) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(30) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or district of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(31) SURVIVABILITY: The City's obligation to the Commission under this Agreement shall survive the completion of the terms of this Agreement.

(32) DEFENSE: This Agreement may be pleaded as a full and complete defense to any subsequent action or other proceeding arising out of, or relating to, or having anything to do with, any and all claims, counterclaims, issues, defenses or other matters released and discharged by this Agreement. This Agreement may also be used to abate any such action or other proceedings and as the basis of a counterclaim for damages.

(33) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

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

(35) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the

scope of any provision of this Agreement.

(36) AUTHORITY TO GRANT LICENSE: The parties enter into this Agreement with full understanding that the Commission, to the best of its knowledge and belief, has the authority to grant this license. The Commission makes no representation that it has full fee simple title to the property which is the subject of this Agreement. In the event this Agreement is rendered null and void based upon a determination that the Commission did not have the authority to grant this license on the subject property, the Commission will not be responsible for any damages, costs or other expenses incurred by the City in connection with this Agreement.

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

(A) To the City of Raytown, Missouri:
10000 E. 59th Street
Raytown, MO 64133
816- 737- 6000

(B) To the Commission:
600 NE Colbern Road
Lee's Summit, MO 64086
816-607-2071

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

(38) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(39) STATE WAGE LAWS: The City's contractor and its subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri. The City shall take those acts which may be required to fully inform itself of the terms of, and to comply with, any applicable state wage laws.

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

Executed by _____ of _____ this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

THE CITY OF RAYTOWN, MISSOURI

By: _____

By: _____

Title _____

Title _____

Attest: (SEAL)

Attest: (SEAL)

Secretary to the Commission

By: _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By: _____

Title: _____

Ordinance No. _____

Exhibit A

The subject sign is located approximately 105 feet northeasterly of the centerline of left lane of Route 50/350 at approximately Station 167+65.5 in the southeasterly quadrant of Route 50/350 and Blue Ridge Extension in Raytown, Missouri.

Exhibit B



**CITY OF RAYTOWN
Request for Board Action**

Date: October 25, 2016
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Bill No. 6425-16
Section No.: IV-C-10

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____



Action Requested: Approval of an amendment to Section 2-125 and 2-126 regarding the appointment and tenure and qualifications of the City Administrator.

Recommendation: None.

Analysis: Amendment states that the person appointed to the office of City Administrator shall become a resident of and reside within the city limits within six months of appointment. The residency requirement may be waived by a majority vote of the Board of Aldermen.

AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE III, OFFICERS AND EMPLOYEES, SECTIONS 2-125 AND 2-126, RELATING TO THE CITY ADMINISTRATOR, APPOINTMENT AND TENURE AND QUALIFICATIONS

WHEREAS, the Board of Aldermen have determined as provided herein that it would be in the best interest of the health, safety and welfare of the citizens of Raytown to amend the Code of Ordinances for the City of Raytown.

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

SECTION 1 – AMENDMENTS OF CHAPTER 2, ARTICLE III, SECTIONS 2-125 AND 2-126 OF THE CITY CODE. Sections 2-125 and 2-126 of the City Code are hereby amended to read as follows:

ARTICLE III.- OFFICERS AND EMPLOYEES

DIVISION 2. - CITY ADMINISTRATOR

1. Section 2-125. Appointment and tenure.

A qualified person shall be appointed City Administrator for the City by the Mayor. Such appointment shall be approved by a majority of the Board of Aldermen. The person so appointed shall serve at the pleasure of the Board, for an indefinite term. **The person appointed to the office of City Administrator shall become a resident of and reside within the city limits within six months of appointment. The residency requirement may be waived by a majority vote of the Board of Aldermen.**

2. Section 2-126. Qualifications.

The person appointed to the office of city administrator shall be at least 25 years of age ~~and shall be a resident of the city at the time of the effective date of such appointment;~~ and shall be a graduate of an accredited university or college, majoring in public or municipal administration or shall have the equivalent qualifications and experience in financial, administration and/or public relations fields.

SECTION 2 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 4 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED** and **APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 1st day of November, 2016.

Michael McDonough, Mayor

ATTEST:

Approved as to Form

Teresa Henry, City Clerk

Joe Willerth, City Attorney

CITY OF RAYTOWN
Request for Board Action

Date: October 25, 2016

Bill No. 6426-16

To: Mayor and Board of Aldermen

Section No.: XIII

From: Ray Haydaripoor, Interim Development & Public Affairs Director

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____



Action Requested: Approval of Final Plat of Cassell Homestead, Part of Lot 1.

Recommendation: The Planning & Zoning Commission by a vote of 6 in favor and 0 against recommends approval of the Final Plat of Cassell Homestead, Part of Lot 1.

Analysis: Raytown Church of Christ, located at 6000 Blue Ridge Blvd, and Wanda Mullins, 5902 Blue Ridge Blvd, are seeking approval of a final plat for three lots located at 6000 Blue Ridge Blvd (Lot 3), 5914 Blue Ridge Blvd (Lot 2), and 5902 Blue Ridge Blvd (Lot 1). The final plat proposes to separate the property at 5914 Blue Ridge into a separate lot, which is currently a part of the lot at 6000 Blue Ridge Blvd. Ms. Mullins is seeking to privately own the house at 5914 Blue Ridge. The sanitary sewer line that serves the house at Lot 2 runs under the parking lot of the church at Lot 3, and connects to the City main to the west of the church. As such, the final plat indicates the dedication of a blanket access easement on Lot 3 for repair of the sewer line that serves Lot 2, should it ever be necessary.

Furthermore, during plat review it came to the City's attention that the public Right-of-Way for the property at 5902 Blue Ridge Blvd (Lot 1) had never been dedicated to the City when it was originally platted; the property line extended out into the streets at both Blue Ridge Blvd and 59th St; in order to correct this, the final plat will dedicate that public right-of-way back to the City. It is this dedication of public improvements that requires a final plat, otherwise this application would have only required a lot split through staff review.

Alternatives: Alternatives to the recommendation of the Planning & Zoning Commission would be to either deny the final plat application or refer the application back to the Planning & Zoning Commission for revisions and/or further review.

Budgetary Impact: This application does not require the City to provide any funding.

Not Applicable

Additional Reports Attached: Staff Report and Minutes

STAFF REPORT

To: The City of Raytown Planning and Zoning Commission

FROM: The Development and Public Affairs Department

DATE: September 30, 2016

SUBJECT: AGENDA ITEM No. 5.A: Application for Final Plat of Raytown Cassell Homestead, Part of Lot 1 and Right-of Way Dedication.

Background Information

Raytown Church of Christ, located at 6000 Blue Ridge Blvd, and Wanda Mullins, 5902 Blue Ridge Boulevard, are seeking approval of a final plat for three lots located at 6000 Blue Ridge Boulevard (Lot 3), 5914 Blue Ridge Boulevard (Lot 2), and 5902 Blue Ridge Boulevard (Lot 1). The final plat proposes to separate the property at 5914 Blue Ridge into a separate lot, which is currently a part of the lot at 6000 Blue Ridge Boulevard. Ms. Mullins is seeking to privately own the house at 5914 Blue Ridge. The sanitary sewer line that serves the house at Lot 2 runs under the parking lot of the church at Lot 3. As such, the final plat indicates the dedication of a blanket access easement on Lot 3 for repair of the sewer line that serves Lot 2, should it ever be necessary.

Furthermore, during plat review it came to the City's attention that the public Right-of- Way for the property at 5902 Blue Ridge Boulevard (Lot 1) had never been dedicated to the City when it was originally platted; the property line extended out into the streets at both Blue Ridge Boulevard and 59th St. In order to correct this, the final plat will dedicate that public right-of-way back to the City.

MATTERS TO BE CONSIDERED

1. Conformance to the Subdivision Regulations and other ordinances of the City of Raytown.

The properties are all zoned Neighborhood Commercial (NC). The NC District specifies a 20-foot side yard setback in each of the side yards. The property being split (Lot 2) was in violation of this side yard setback requirement on the west side of the Lot. However, the applicant previously applied for and was granted a variance to the twenty foot side yard setback by the Board of Zoning Adjustment.

Ms. Mullins plans to install a commercial parking lot at Lot 1, and to use the house on the property for the purposes of a commercial bakery. The proposed plat does not create any additional violations of the subdivision or zoning regulations of the City of Raytown.

The final plat has been reviewed in respect to the final plat content requirements of the City of Raytown Subdivision Regulations as well as the applicable regulations of the Raytown Zoning Ordinance. Based upon this review the final plat has been found to:

- Contain all required information specified by the City of Raytown Subdivision Regulations for final plats; and
- Meets the bulk regulations of the Neighborhood Commercial (NC) District;

2. Adequacy of public facilities and utilities to serve the proposed development.

Because the property to which the final plat applies has previously been developed existing public services and utilities are available in the area to serve each of the proposed lots. The following public improvements are proposed to be included as part of the plat:

- The Public Right-of-Way at Lot 1 along Blue Ridge Boulevard and 59th Street will be dedicated to the City. This was not previously done when the property was originally platted, possibly because the plat outdates the City.

3. Consistency with the approved preliminary plat.

A preliminary plat was not necessary, as the properties are already developed.

4. Consideration of sound land planning principles on the site including lot layout and topography.

All three of the lots on the final plat are already developed. A parking lot will be constructed as part of the proposed bakery business at Lot 1. However, as stated previously there are no additional violations of the zoning regulations as proposed by the plat.

STAFF RECOMMENDATION

Staff recommends approval of the Final Plat of Cassell Homestead, Part of Lot 1.

MINUTES
CITY OF RAYTOWN
PLANNING AND ZONING COMMISSION MEETING

October 6, 2016
Raytown City Hall
Board of Aldermen Chambers
10000 East 59th Street
Raytown, Missouri 64133

7:00 pm

1. Welcome by Chairperson

2. Call meeting to order and Roll Call.

Wilson: Present	Jimenez: Absent	Stock: Absent
Bettis: Present	Robinson: Present	Lightfoot: Present
Hartwell: Absent	Dwight: Present	Meyers: Present

Also Present: Ray Haydaripoor, Acting Director of Development and Public Affairs, George Kapke, City Attorney, Scott Peterson, Permit Technician, and June Van Loo, Permit Technician.

3. Approval of minutes - August 4, 2016 meeting

- a. Revisions- None
- b. Motion- Mr. Bettis made a motion to approve the minutes for the August 4, 2016 meeting.
- c. Second- Mr. Lightfoot seconded Mr. Bettis' motion to approve.
- d. Additional Board Discussion- None.
- e. Vote-Motion passed 5-0, with Mr. Wilson abstaining.

4. Old Business - None

5. New Business:

A. Application: Application for Final Plat for three lots at 6000 Blue Ridge Blvd, 5914 Blue Ridge Blvd, and 5902 Blue Ridge Blvd.

Case No.: PZ-2016-011

Applicant: Raytown Church of Christ and Wanda Mullins

- 1. Introduction of Application by Chair-** Mr. Wilson introduced the application to the Board.
- 2. Introduction of Application by Staff-** Mr. Peterson stated that the application is for a final plat to approve three lots, including the split of one lot into two, located at the intersection of E 59th St and Blue Ridge Boulevard. The plat will designate the property lines of three lots, as well as dedicate public right-of-way to the City that had not been previously dedicated. Finally, there is a blanket sanitary sewer easement that will be applied to the property at 6000 Blue Ridge Blvd, giving access to the split lot at 5914 Blue Ridge Blvd to perform maintenance on the sewer line as needed.
- 3. Presentation of Application by Applicant-** Mr. Wilson Goddard, representative for the Raytown Church of Christ, and Ms. Wanda Mullins, 5902 Blue Ridge Blvd, spoke on behalf of the application. Both felt that the plat adequately represented what each party wanted to achieve with the properties, and that they had met all the City requirements.

4. **Additional Staff Comments and Recommendation-** Mr. Peterson recommended approval of the final plat.
5. **Board Discussion-** None.
6. **Board Decision to Approve, Conditionally Approve or Deny the Application.**
 - a. **Motion-** Mr. Lightfoot made a motion to approve application PZ-2016-011.
 - b. **Second-** Mr. Bettis seconded Mr. Lightfoot's motion.
 - c. **Additional Board Discussion-** None.
 - d. **Vote-** Motion passed unanimously, 6-0.
6. **Other Business-** None.
7. **Planning Projects Report-** None.
8. **Set Future Meeting Date – November 3, 2016.** Mr. Peterson indicated that the next meeting would include proposals to amend the Zoning Ordinance to establish community forums and posting on applicant properties for certain applications before the Planning and Zoning Commission.
9. **Adjourn**
 - A. **Motion-** Mr. Meyers made a motion to adjourn.
 - B. **Second-** Mr. Bettis seconded Mr. Meyers' motion.
 - C. **Vote-** Motion passed unanimously 6-0.

AN ORDINANCE APPROVING THE FINAL PLAT OF CASSELL HOMESTEAD, PART OF LOT 1, A SUBDIVISION OF THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI

WHEREAS, Application No. PZ-2016-011, submitted by Raytown Church of Christ and Wanda Mullins requesting approval of the Final Plat of Cassell Homestead, Part of Lot 1, a subdivision of the City of Raytown, Jackson County, Missouri, was referred to the Planning Commission; and

WHEREAS, the Planning Commission considered the application on October 6, 2016, and by a vote of 6 in favor and 0 against rendered a report to the Board of Aldermen recommending that the final plat be approved; and

WHEREAS, the Board of Aldermen considered the Final Plat of Cassell Homestead, Part of Lot 1, on November 1, 2016 and on November 15, 2016 and rendered a decision to approve the final plat of Cassell Homestead, Part of Lot 1 Plat.

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

SECTION 1 - LEGAL DESCRIPTION. That the Final Plat of Cassell Homestead, Part of Lot 1, a subdivision in the City of Raytown, Jackson County, Missouri, a true and correct copy of which is attached hereto and incorporated herein, is hereby approved, replatting the following described property:

(INSERT LEGAL DESCRIPTION HERE)

SECTION 2 – DEDICATION OF RIGHT-OF-WAY. That the dedication to the City of Raytown for street right-of-way as shown on the plat, not heretofore dedicated to the public is hereby accepted for the purpose as therein set out.

SECTION 3 – DEDICATION OF EASEMENTS. That the dedication to Lot 2 of an easement or license to locate, construct and maintain or to authorize the location, construction and maintenance and use of conduits for all or any purpose, sanitary sewer lines, over under and along the property marked as Lot 3 the strips of land as identified on the final plat is hereby accepted for the purpose as therein set out.

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____ of November, 2016.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved to as Form:

Joe Willerth, City Attorney

**CITY OF RAYTOWN
Request for Board Action**

Date: October 25, 2016
To: Mayor and Board of Aldermen
From: Mark Loughry, Interim City Administrator

Bill No. 6427-16
Section No. XXI-E-8

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Approve the recommended sewer rate user fee to provide coverage for necessary operational, capital, treatment and debt expenses.

Analysis: Over the past several years, sewer treatment costs have risen at a double-digit rate for treatment services provided by Kansas City Missouri (KCMO) and approximately 6% per year for Little Blue Valley Sewer District (LBVSD) provided services. For several years, City staff was able to maintain the City rate through the implementation of numerous cost-saving programs; however, last year staff recommended a 4% increase to help offset the rising cost of services and shortly after implementation the City was notified of a significant increase from LBVSD in excess of \$600,000.00. Given the recent City sewer rate increase at that time, management elected to defer any additional increases for the 2016 fiscal year. This year in order to be compliant with funding requirements associated with debt issued for the sewer fund the sewer rate will need to be increased approximately 15% across the board. This will allow for a balanced budget in the sewer fund as required by bond documents and to ensure sustainability of the fund. Based on historical increases from KCMO and LBVSD there will be additional increases needed in future years.

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

- 1) Amend c (4) to read Base Rate - the Base Rate shall be \$[12.78] 14.70 per month.
- 2) Amend c (9) to read *Variable rate*. The revenue charged expressed in per 1,000 gallons that is derived when the annual variable rate revenue requirement is divided by the customer volumes, estimated to be [seven dollars and twenty] eight dollars and twenty-eight cents \$[7.20] 8.28 per 1,000 gallons, in excess of 1,000 gallons.

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

Fiscal Impact: Increasing the user fee will offset increases in expenses that are outside the control of the City.

Additional Reports Attached: Five-year Statement of Sewer Fund costs

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

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

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

WHEREAS, pursuant to Ordinance 5525-15 the City adopted a formula for the calculation of sanitary sewer service charges to customers within the City; and

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

WHEREAS, after due public notice as required by law, a public hearing on the proposed sanitary sewer service charges was held on December 6, 2016; and

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

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

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

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

Section 44-154. Formula for Calculating Rates Established.

- (c) The following variables shall be used in calculating the rate of sanitary sewer service charges:
 - (4) Base Rate - the base rate shall be \$[12.78] 14.70 per month.
 - (9) Variable Rate – The revenue charged expressed in per 1,000 gallons that is derived when the annual variable rate revenue requirement is divided by the customer volumes, estimated to be [seven dollars and twenty] eight dollars and twenty-eight cents \$[7.20] 8.28 per 1,000 gallons, in excess of 1,000 gallons.

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____ day of December, 2016

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

APPROVED AS TO FORM:

Joe Willerth, City Attorney

Sewer Fund

Summary
501

Summary

Revenue	2012-2013 Actual	2013-2014 Actual	2014-2015 Actual	2015-2016 Budget	2015-2016 Estimate	2016-2017 Budget
Cash Balance as of NOV 1	\$7,444,732	\$8,234,524	\$5,725,127	\$5,419,448	\$5,675,455	\$4,699,924
Revenues						
SRF Interest Subsidy	\$191,517	\$181,798	\$171,833	\$180,000	\$175,000	\$175,000
State SRF 2007 Proceeds	\$314,514	-\$4,000	\$0	\$0	\$0	\$0
SRF Interest Subsidy	\$55,282	\$61,987	\$131,432	\$62,000	\$125,000	\$125,000
Credit Card Processing Fee	\$0	\$0	\$1,665	\$0	\$4,000	\$4,000
Bond Premium Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous Revenue	\$0	\$7	\$372	\$0	\$0	\$0
Administration charges	\$43,008	\$27,483	\$26,532	\$35,000	\$25,000	\$30,000
Sewer Use Charge	\$5,252,345	\$5,312,282	\$5,311,599	\$5,650,000	\$5,650,000	\$6,520,000
Sewer Late Pay Penalties	\$143,011	\$153,107	\$153,605	\$153,000	\$156,000	\$165,000
Circuit Breaker	(\$7,135)	(\$10,702)	(\$9,422)	(\$11,000)	(\$9,000)	(\$12,000)
Interest Earnings	\$14,215	\$13,791	\$18,877	\$14,000	\$14,000	\$15,000
Returned Items	\$3,859	\$6,781	\$6,556	\$5,000	\$5,500	\$5,500
Depreciation offset				\$425,000		\$425,000
GAAP Adjustments	\$24,643		(\$946)			
Total Revenues	\$6,035,259	\$5,742,533	\$5,812,103	\$6,513,000	\$6,145,500	\$7,452,500
Total Available Funds	\$13,479,991	\$13,977,057	\$11,537,231	\$11,932,448	\$11,820,955	\$12,152,424
Total Expenditures	\$5,245,467	\$8,251,930	\$5,861,776	\$6,767,879	\$7,121,031	\$7,452,099
Fund Balance Reserve (17% of Operating Expenses)				\$1,150,539		\$1,266,857
Rebate Funds (Restricted)				\$168,890		\$168,890
Debt Service Funds (Restricted)				\$1,260,000		\$1,260,000
Unreserved Fund Balance	\$8,234,524	\$5,725,127	\$5,675,455	\$2,585,140	\$4,699,924	\$2,004,578

Department/Division Personnel Summary

Personnel	2012-2013 Actual	2013-2014 Actual	2014-2015 Actual	2015-2016 Budget	2016-2017 Budget
Full-time Positions	12	2	2	2	2

Department/Division Profile

The Sewer Fund is an enterprise fund. It is funded solely through user fees.

Beginning with the 2013 budget the sewer fund transferred funding to the General Fund to cover expenses for administration and for public works employees previously split between the two funds. The two employees remaining in this fund are dedicated sewer fund employees in the sewer billing department.

The current budget reflects a balanced budget. Staff has reduced expenditures through numerous cost savings techniques and continues to investigate further areas of savings, however with increasing treatment costs rates must continue to go up to cover expenses. This budget reflects a 15% across the board rate increase to account for the drastic increase in Little Blue Valley Sewer District billing. Stipulations in the City's sewer revenue bonds require that outside of special capital projects the budget must reflect sufficient revenues to cover expenditures plus provide a reserve. The rate will be evaluated annually to ensure budget sustainability.

There are three outstanding debt issuances that will retire in 2026, 2027 and 2028. Two of those issuances are part of the State Revolving Loan fund which receives some assistance from the state with interest payments because of that they are not good candidates for refinancing. The 2005B issuance was refinanced in 2013 so will not be eligible for any additional refinancing.

Sewer Fund

Combined Expenses All Departments

FUND 501

Department/Division Spending Summary

Expenditures	2012-2013 Actual	2013-2014 Actual	2014-2015 Actual	2015-2016 Budget	2015-2016 Estimate	2016-2017 Budget
Civilian Employees	\$60,520	\$72,547	\$65,727	\$73,306	\$73,306	\$77,190
Civilian Employees Overtime	\$6,112	\$6,500	\$5,222	\$5,200	\$5,200	\$5,200
Part Time Employees	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$195,388	\$178,697	\$196,416	\$203,700	\$257,754	\$331,700
Capital Expenditures	\$275,123	\$3,116,205	\$21,255	\$185,000	\$165,000	\$165,000
Printing & Promotions	\$8,477	\$598	\$279	\$8,500	\$8,500	\$8,500
Debt Service	\$557,526	\$556,162	\$540,775	\$1,247,548	\$1,247,548	\$1,242,850
Equipment Expense	\$46,624	\$42,893	\$20,389	\$38,000	\$38,000	\$48,000
General Supplies	\$4,003	\$886	\$7,800	\$4,000	\$6,000	\$16,000
Office Supplies	\$69,071	\$59,594	\$76,058	\$70,300	\$70,300	\$70,300
Transfer Out			\$1,132,560	\$1,177,862	\$1,177,862	\$1,186,107
Business Activities	\$4,110,617	\$4,137,979	\$3,120,556	\$3,204,000	\$3,521,098	\$3,741,000
Utilities	\$11,902	\$12,632	\$13,013	\$14,315	\$14,315	\$15,300
Vehicle Expense	\$53,110	\$29,015	\$35,163	\$67,750	\$67,750	\$70,950
Uniforms	\$6,399	\$3,994	\$3,900	\$4,400	\$4,400	\$4,500
Professional Development	\$5,040	\$925	\$3,176	\$9,325	\$9,325	\$9,325
Employee Benefits	\$36,470	\$1,970	\$25,631	\$29,673	\$29,673	\$35,177
Depreciation			\$559,967	\$425,000	\$425,000	\$425,000
Cash Long/Short			\$10			
GAPP Adjustment	(\$200,915)	\$31,333	33878			
Total	\$5,245,467	\$8,251,930	\$5,861,776	\$6,767,879	\$7,121,031	\$7,452,099

Sewer Fund		Finance Detail		
		501.42.00.100.		
		2015-16 Request	2015-16 Projected	2016-17 Request
Civilian Employees		\$73,306	\$73,306	\$77,190
	Wages	\$71,766	\$71,766	\$75,677
	Raise (Wages)	\$1,539	\$1,539	\$1,514
Civilian Employees Overtime		\$5,200	\$5,200	\$5,200
	Civilian Employees Overtime	\$5,200	\$5,200	\$5,200
Part Time Employees		\$0	\$0	\$0
	Part Time Employees		\$0	
	Raises			
Professional Services		\$96,000	\$137,054	\$160,000
	Bank Charges	\$75,000	\$75,000	\$75,000
	Computer Services	\$20,000	\$20,000	\$20,000
	Miscellaneous Contractual	\$1,000	\$1,000	\$1,000
	Liability Insurance		\$41,054	\$64,000
Printing & Promotions		\$8,500	\$8,500	\$8,500
	Advertising	\$500	\$500	\$500
	Printed Forms	\$8,000	\$8,000	\$8,000
Capital Expenditures		\$0	\$0	\$0
	Capital Expenditures			
Debt Service		\$1,247,548	\$1,247,548	\$1,242,850
	DNR Admin Fees	\$51,500	\$51,500	\$51,500
	2005 Conv Bond Interest (2013)	\$64,360	\$64,360	\$62,463
	2005 Conv Bond Principal (2013)	\$165,000	\$165,000	\$160,000
	2006 SRF Interest	\$246,563	\$246,563	\$228,563
	2006 SRF Principal	\$360,000	\$360,000	\$380,000
	2007 SRF Bond Principal	\$240,000	\$240,000	\$250,000
	2007 SRF Interest	\$171,625	\$171,625	\$161,825
Equipment Expense		\$15,000	\$15,000	\$15,000
	Equipment Rental	\$15,000	\$15,000	\$15,000
	Equipment Repair			
	Minor Equipment			
Office Supplies		\$67,200	\$67,200	\$67,200
	Copier Expense	\$1,200	\$1,200	\$1,200
	Postage	\$65,000	\$65,000	\$65,000
	Office Supplies	\$1,000	\$1,000	\$1,000
Transfer Out		\$1,177,862	\$1,177,862	\$1,186,107
	Transfer to General Fund (staff)	\$1,177,862	\$1,177,862	\$1,186,107
Business Activities		\$3,204,000	\$3,521,098	\$3,741,000
	Bad Debt Expense	\$88,000	\$88,000	\$80,000
	Collection Agency Expense	\$6,000	\$6,000	\$6,000
	KCMO Treatment Costs	\$1,250,000	\$1,120,000	\$1,160,000
	Little Blue Valley SD Payment	\$1,890,000	\$2,337,098	\$2,500,000
	Water On/Off Charges - Finance	(\$30,000)	(\$30,000)	(\$30,000)
	Incentive Programs			\$25,000
	Depreciation			

Utilities				\$600
	Cellphone			\$600
Professional Development		\$1,800	\$1,800	\$1,800
	Meals & Travel	\$200	\$200	\$200
	Mileage Reimbursement	\$100	\$100	\$100
	Education and Training	\$1,500	\$1,500	\$1,500
Employee Benefits		\$29,673	\$29,673	\$35,177
	Civilian Employee LAGERS	\$9,028	\$9,028	\$10,147
	Civilian Employee Work Comp	\$2,512	\$2,512	\$2,640
	Civilian Employee FICA	\$6,006	\$6,006	\$6,311
	Civilian Employee Unemployment	\$785	\$785	\$825
	Civilian Employee GTL	\$198	\$198	\$186
	Civilian Employee Dependent GTL	\$16	\$16	\$31
	Civilian Employee Health Insurance	\$6,134	\$6,134	\$12,585
	Civilian Employee Opt Out	\$3,067	\$3,067	\$0
	Civilian Employee Dental	\$379	\$379	\$1,078
	Civilian Employee Vision	\$84	\$84	\$216
	City 401A Matching	\$1,464	\$1,464	\$1,158
	City HAS Contribution	\$0	\$0	\$0

Sewer Fund		Public Works Detail		
		501.62.00.100		
		2015-16 Request	2015-16 Projected	2016-17 Request
Civilian Employees	51102	\$0	\$0	\$0
	Civilian Employees			
Civilian Employees Overtime	51111	\$0	\$0	\$0
	Civilian Employees Overtime			
Part Time Employees	51106	\$0	\$0	\$0
	Part Time Employees			
Professional Services	52250	\$107,700	\$120,700	\$171,700
	Computer Services			
	GPS	\$1,500	\$1,500	\$1,500
	WebGIS	\$5,000	\$5,000	\$5,000
	comcast	\$1,200	\$1,200	\$1,200
	Miscellaneous Contractual	\$30,000		
	pump repair & service		\$3,000	\$3,000
	DNR Connection Fees		\$10,000	\$11,000
	root treatments		\$30,000	\$30,000
	SSES Study	\$70,000	\$70,000	\$120,000
Capital Expenditures	53250	\$185,000	\$165,000	\$165,000
	Capital Expenditures	\$150,000	\$150,000	\$150,000
	Sewer Mitigation Expense	\$15,000	\$15,000	\$15,000
	Storm Sewer Repair	\$20,000		
Equipment Expense	53500	\$23,000	\$23,000	\$33,000
	Equipment Rental	\$4,000	\$4,000	\$4,000
	Minor Equipment	\$19,000	\$19,000	\$19,000
	Storm Sewer Repair			\$10,000
General Supplies	53750	\$4,000	\$6,000	\$16,000
	General Supplies	\$3,000	\$3,000	\$3,000
	Sanitation Supplies	\$1,000	\$3,000	\$3,000
	Minor Equipment		\$10,000	\$10,000
Office Supplies	54000	\$3,100	\$3,100	\$3,100
	Copier Expense	\$1,700	\$1,700	\$1,700
	Office Supplies	\$1,200	\$1,200	\$1,200
	Postage	\$200	\$200	\$200
Utilities	54750	\$14,315	\$14,315	\$14,700
	Electricity			
	6417 Railroad	\$4,220	\$4,220	\$5,000.00
	VM Building			\$1,400.00
	pump station, 8506 Westridge	\$900	\$900	\$1,000.00
	Gas			
	6417 Railroad	\$1,675	\$1,675	\$2,000
	VM Building			\$600
	Mobil Phone & Pagers			
	PW Director	\$480	\$480	
	Superintendent	\$1,200	\$1,200	
	Sewer Supervisor	\$720	\$720	
	city Engineer	\$330	\$330	
	Inspector	\$165	\$165	
	Water			

	6417 Railroad	\$525	\$525	\$600
	truck fill meter	\$4,100	\$4,100	\$4,100
Vehicle Expense	55000	\$67,750	\$67,750	\$70,950
	Vehicle & Equipment Supplies	\$750	\$750	\$750
	Vehicle Maintenance Services	\$45,000	\$45,000	\$45,000
	Fuel	\$22,000	\$22,000	\$25,200
Uniforms	55250	\$4,400	\$4,400	\$4,500
	Uniform Rental	\$1,800	\$1,800	\$1,800
	Uniform Purchase	\$2,600	\$2,600	\$2,700
Professional Development	55500	\$7,525	\$7,525	\$7,525
	Education and Training			
	Water/Wastewater Conference	\$3,400	\$3,400	\$3,400
	APWA PWX	\$1,200	\$1,200	\$1,200
	Misc Computer	\$425	\$425	\$425
	Meals & Travel			
	Water/Wastewater Conference	\$900	\$900	\$900
	APWA PWX	\$1,600	\$1,600	\$1,600
Employee Benefits	59000	\$0	\$0	\$0
	Civilian Pension			
	FICA			
	Health Insurance			
	Phone Allowance			

CITY OF RAYTOWN
Request for Board Action

Date: October 25, 2016
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Resolution No. R-2910-16

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Adopt a Resolution approving new Bylaws with Midwest Public Risk of Missouri (MPR Missouri)

Recommendation: Approve the Resolution.

Analysis: The City of Raytown has been a MPR member since November 1985. Historically, MPR was formed by a group of Missouri political subdivisions to jointly pool together resources and spread risk associated with public liability events (personal injury, property damage, public official liability, workers compensation, health and dental insurance, etc.).

Over the course of the past couple of years, MPR has been working to expand its services to provide separate coverage to Kansas public entities. Although the coverage is completely separate, the Missouri and Kansas entities benefit from sharing of certain services, administrative functions and the ability to enter into a joint risk sharing agreement. It is also necessary for the public entities participating to adopt new Bylaws setting forth the terms and conditions of participation in MPR Missouri.

The new set of Bylaws was approved by the Board of Directors of MPR Missouri on September 9, 2016; however, they also require adoption and execution by each of the member entities. Failure to adopt the new Bylaws will result in the necessity for the City to terminate its relationship with MPR Missouri and seek insurance coverage from another provider.

In addition to adoption of the Bylaws, it is necessary for the City to designate a single point of contact for all official notifications and actions required in the Bylaws. The Resolution would officially designate the City Administrator, by position, to be the City's representative.

Alternatives: Direct staff to solicit proposals for other insurance coverage and risk management services through another provider.

Budgetary Impact:

Not Applicable

A RESOLUTION AUTHORIZING AND APPROVING NEW BYLAWS DATED JULY 1, 2016 FOR MIDWEST PUBLIC RISK OF MISSOURI AND APPOINTING THE CITY ADMINISTRATOR TO SERVE AS THE CITY'S MEMBER REPRESENTATIVE

WHEREAS, State law authorizes Missouri political subdivisions to join together by forming a not-for-profit business entity to establish and operate a cooperative program of loss control and risk management designed to meet the unique needs of governmental entities; and

WHEREAS, the City of Raytown has participated in a joint cooperative program of loss control and risk management with other Missouri public entities through its membership in Midwest Public Risk of Missouri (MPR Missouri); and

WHEREAS, on July 1, 2016, MPR Missouri approved a new set of Bylaws setting forth the contractual terms and conditions under which services will be provided to member entities, which require adoption and execution by each of the member entities; and

WHEREAS, as a member of MPR Missouri, the Board of Aldermen find it is in the best interest of the City to authorize the City Administrator to execute the July 1, 2016 MPR Missouri Bylaws as set forth in Exhibit "A" attached hereto and made a part hereof by reference; and

WHEREAS, the Board of Aldermen further find it to be in the best interest of the City to designate and appoint the City Administrator as its member representative to receive official notifications and carry out and implement all actions required by the City under the terms of the terms and conditions set forth in the Bylaws.

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

THAT the set of Bylaws adopted by the Members of MPR Missouri on July 1, 2016 setting forth the contractual terms and conditions under which services are provided to member entities is hereby accepted, ratified and approved by the City of Raytown; and

FURTHER THAT the City Administrator and City Clerk are hereby authorized to execute the set of Bylaws of MPR Missouri, which is attached hereto, marked Exhibit "A" and incorporated herein by reference; and

FURTHER THAT the City Administrator is hereby designated as the City of Raytown's Member Representative, for purposes of Section 5.3(b) of the MPR Missouri Bylaws and is hereby authorized to carry out and implement all actions required by the City Raytown under the terms and conditions set forth in such Bylaws.

RESOLUTION NO. R-2910-16

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri the 1st day of November, 2016.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

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MIDWEST PUBLIC RISK OF MISSOURI
BYLAWS

Date of Adoption: _____

Effective Date: July 1, 200916

_____ **WHEREAS**, it is in the mutual interest of the parties hereto to join together to establish and to operate a cooperative program of loss control and risk management, and to provide risk services and risk coverages and other programs which are designed to meet the unique needs of governmental entities; and

_____ **WHEREAS**, RSMo. Section 537.620, as amended, authorizes three or more Missouri political subdivisions to form a not for profit business entity to provide liability and all other risk coverages for its members; and

_____ **WHEREAS**, RSMo. Section 537.620 further authorizes qualifying governmental entities in Missouri and any other state to join such entity; and

_____ **WHEREAS**, all of the governmental entities which are party to these Bylaws desire to become members of Midwest Public Risk of Missouri (“MPR Missouri”) and intend that these Bylaws shall constitute a contract among them;

_____ **NOW THEREFORE**, in consideration of the mutual advantages to be derived herefrom and by the execution of these Bylaws as a contract, all of the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

Unless the context requires otherwise, the following terms shall have the following meanings:

“**Act**” shall mean RSMo. Chapter 355, the Missouri Nonprofit Corporation Act.

“**Contribution(s)**” shall mean any payment required by MPR Missouri to be paid for the receipt by a Member of any MPR Missouri Program or Service, or to satisfy any other Member obligations under these Bylaws.

“**Coverage Document(s)**” shall mean the written documents approved by MPR Missouri and which are either issued by MPR Missouri or purchased through commercial insurance companies, which set forth the terms and conditions of any Program.

“Interlocal Agreement” shall mean an agreement between MPR Missouri and one or more of (1) a State, (2) another association or entity that operates as a self-insured association of governmental entities, or (3) any governmental entity authorized by the statutes or applicable laws of the state in which it is located. An Interlocal Agreement must be entered for purposes of (1) establishing or maintaining MPR Missouri’s program of loss control and risk management; or (2) providing risk services, risk coverages (including employee benefits and property/liability) or other services to MPR Missouri Members.

“Member(s)” shall mean any governmental entity which is authorized by the statutes or other applicable law of the State of Missouri to enter into contracts or other arrangements for the purpose of pooling resources for liability and other risk coverages and related services and which qualifies as a political subdivision, public governmental body, or quasi-public governmental body as specified in RSMo. Section 537.620. The constituent individual participants in any Member entity whose purpose or function is to administer or sponsor such participants as a collective body shall not be deemed to be Members of MPR Missouri, and only such administering or sponsoring Member entity shall be entitled to single Member status upon such terms and conditions as the Board of Directors shall determine.

“Member Representative(s)” shall mean the individual, who shall be either an elected official or a full-time employee of a Member, who has been duly appointed by a Member to represent the Member’s interest in MPR Missouri and to carry out the obligations of a Member Representative under these Bylaws.

“Nominating Committee” shall have the meaning set forth in Section 6.6 hereof.

“Policy(ies) or Procedure(s)” shall mean any rules or guidelines which may be promulgated from time to time by the MPR Missouri Board of Directors or President/CEO which are not Coverage Documents and which shall be necessary to carry out the purposes of MPR Missouri.

“Program(s)” shall mean any coverages which are provided through MPR Missouri to its Members from time to time including, but not limited to, property and liability, workers’ compensation, and employee benefits.

“Resolution(s)” shall mean any ordinance, resolution or other edict or means by which the governing body of a Member takes official action on behalf of, or takes official action which is intended to be binding upon, the Member.

“Service(s)” shall mean those services which are provided through MPR Missouri to its Members from time to time which are not Programs and which include, but shall not be limited to, loss control, risk management, administration, claims adjusting, legal defense, and education.

**ARTICLE 2
NAME; PRINCIPAL OFFICE**

Section 2.1 Name; Principal Office

The not for profit business entity that has heretofore been organized and operated as MARCIT shall hereafter be named Midwest Public Risk of Missouri (“MPR Missouri”).

The Board of Directors shall establish, at a location within the State of Missouri, MPR Missouri’s principal office.

**ARTICLE 3
INTENT; NOT BUSINESS OF INSURANCE**

Section 3.1 Intent

It is the intent of the Members that MPR Missouri shall provide comprehensive and cooperative Programs and Services to its Members and that the Members shall pay for the costs and other obligations of MPR Missouri through Contributions and the utilization of deductibles, retentions, purchase of reinsurance, excess insurance, insurance, or other provisions for the payment of Member losses and expenses.

Section 3.2 Not Business Of Insurance

The provision of Programs and Services by MPR Missouri to its Members is not, and shall not be deemed to constitute, the transaction of an insurance business, and MPR Missouri is not, and shall not be deemed to be, an insurance company or insurer under the laws of any state.

Section 3.3 Not-for-Profit Organization

~~-----~~MPR Missouri shall be organized and operated as a not-for-profit corporation under Missouri law. No part of MPR Missouri’s assets or net income shall inure to the benefit of any individual including any director, officer, employee, or Member, except as may be authorized in these Bylaws and allowed by law; provided, however, that MPR Missouri shall be authorized to pay all expenses incurred in furtherance of the purposes set forth in these Bylaws, including reimbursement to directors, officers, employees, Members or others acting on behalf of MPR Missouri.

**ARTICLE 4
MPR MISSOURI POWERS**

Section 4.1 MPR Missouri Powers

MPR Missouri shall have the following powers to carry out the purposes set forth in these Bylaws:

- (a) to establish and implement educational, technical assistance and other activities relating to risk management and loss control;
- (b) to establish reasonable and necessary loss control policies, procedures and programs to be followed by Members;
- (c) to establish underwriting and claims adjusting standards and procedures; such services may be performed by MPR Missouri staff or MPR Missouri may contract with others for such services, including legal defense;
- (d) to retain staff, agents and independent contractors and to provide for an employee benefits program for MPR Missouri employees;
- (e) to acquire, lease, hold or dispose of real or personal property;
- (f) to invest funds as authorized by law;
- (g) to collect and administer funds as needed and, within prudent reserving and actuarial standards, to set aside sufficient cash reserves for the payment of claims and expenses;
- (h) to establish rules for the calculation and payment of Contributions by Members or Member employees, including penalties for late payments;
- (i) to assume, cede and sell risk;
- (j) to sue and be sued;
- (k) to enter into contracts, including, but not limited to contracts with state pools located in other states which assist MPR Missouri in carrying out its powers hereunder;
- (l) to establish rules for the reimbursement of members of the Board of Directors, officers, committee members and others for reasonable and necessary expenses while tending to official business on behalf of MPR Missouri;
- (m) to determine deductible and retention levels of the self-funded program and the amount of risk to be retained by MPR Missouri or Members and the amount of risk to be transferred to others;
- (n) to borrow money or issue bonds or other financial obligations to fund MPR Missouri Programs and Services;
- (o) to purchase or provide fidelity bond coverage or other risk coverage for officers, Directors and employees of MPR Missouri;
- (p) to be subrogated to the rights of its Members and to seek recovery in the name of its Members from any person or entity responsible for a claim or loss;
- (q) to declare and pay dividends and refunds as allowed by law;

(r) to determine Coverage Documents and Policies and Procedures which are necessary, desirable or expedient to provide the Services and Programs authorized by these Bylaws;

(s) to perform such other activities which are necessary, expedient, implied or desirable to carry out the purposes of MPR Missouri; and

(t) to perform any such other acts which are allowed by law to be performed under the Act.

ARTICLE 5 MEMBERS

Section 5.1 Member Eligibility and Admission

— Subject to the payment of appropriate Contributions and under such terms and conditions as the Board of Directors may establish, new Members may be admitted with the approval of the majority of the total membership of the Board of Directors. Only those governmental entities which meet the Member definition in these Bylaws ~~and have executed, and have submitted a copy of the minutes documenting a majority vote or Resolution from the new Member's governing body granting the authority to execute~~ these Bylaws (or have otherwise assured MPR Missouri of their obligation to comply with these Bylaws) may be accepted for membership. A governmental entity located in any state of the United States other than the State of Missouri that is eligible to become a member of a governmental pool that is located in the governmental entity's own state and that is party to a Risk Sharing Agreement with MPR Missouri shall not be eligible to become a Member of MPR Missouri. The Board of Directors of MPR Missouri may delegate authority to review and accept or reject applications for membership by written agreement to such persons or entity and in such manner as it may determine to be consistent with the best interests of MPR Missouri.

Section 5.2 Member Rights

— The rights of Members, which shall be exercised by the Member Representative of each Member, shall be as follows:

(a) to vote on all matters which shall be presented to Members for a vote at any Member meeting;

(b) to elect, in accordance with the procedures described in these Bylaws, eligible candidates to the Board of Directors;

(c) to apply for and receive and participate in Programs and Services for which the Member is qualified upon such terms and conditions as the Board of Directors shall determine; and

(d) to exercise all other rights and privileges as are described in these Bylaws and as are allowed under the Act.

Section 5.3 Member Obligations

—The obligations of Members shall be as follows:

- (a) to continuously maintain participation in no less than one MPR Missouri Program ~~or to receive at least one MPR Missouri Service;~~
- (b) to designate in writing, by the chief administrative officer of the Member, a Member Representative. MPR Missouri shall not be required to contact any other individual except the Member Representative for any action or notification which may be required by these Bylaws or MPR Missouri rules. All notices to or agreements with the Member Representative shall be binding upon the Member. A Member may change the Member Representative by giving written notice to MPR Missouri;
- (c) to promptly make all Contributions and other payments which are due to MPR Missouri at such times and in such amounts as shall be required by MPR Missouri;
- (d) with reasonable notice and during normal work hours, to permit MPR Missouri and its agents, officers and employees access to all facilities and records of the Member, including but not limited to financial records, as they relate to the operations of MPR Missouri;
- (e) to report immediately to MPR Missouri, as required by relevant Program Coverage Documents and Policies and Procedures, all occurrences which could reasonably be expected to result in a claim against the Member, its agents, officers or employees or for losses to Member property, within the scope of the Programs provided by MPR Missouri;
- (f) to cooperate fully with MPR Missouri claims adjustors, agents, employees and attorneys in the investigation and settlement of any claim or lawsuit within the scope of Programs or Services provided by MPR Missouri, and to acknowledge that MPR Missouri has the final authority to select legal defense counsel for any lawsuit brought under the Programs provided by MPR Missouri to the Member;
- (g) to implement, as finances and circumstances permit, MPR Missouri recommended risk management and loss control policies and procedures, and also to permit Member officials and employees to participate in MPR Missouri sponsored conferences and seminars;
- (h) to report to MPR Missouri, as required by MPR Missouri Program Coverage Documents or Policies and Procedures, the addition of new services, programs or facilities, the reduction or expansion of existing operations and facilities, or other facts that could reasonably be expected to affect the Member's loss experiences or create potential risks;
- (i) to provide MPR Missouri as promptly as possible with all requested information needed for determining Member loss exposures and Contributions;
- (j) to take an active role in the business of MPR Missouri, including assignment of personnel to serve on various MPR Missouri committees; and

(k) to comply with all terms and conditions of these Bylaws, Coverage Documents and Policies and Procedures.

----- Except as expressly set forth to the contrary in these Bylaws or MPR Missouri's Articles of Incorporation, the rights and obligations of Members shall be identical in all respects.

Section 5.4 Limitations on Member Liability

----- Except as specifically required by MPR Missouri's Articles of Incorporation, Bylaws, or by law, no Member shall be responsible for any claim in tort or contract made against any other Member solely on account of a Member's participation in MPR Missouri. By executing these Bylaws, the Members have not created between or among themselves any relationship or partnership, suretyship, indemnification or responsibility for debts or claims against any other Member. These Bylaws shall not relieve any Member of any obligation or responsibility imposed upon it by law, except to the extent that actual and timely performance by MPR Missouri satisfies such obligation or responsibility in whole or in part.

Section 5.5 Annual Member Meeting

----- There shall be one annual membership meeting of MPR Missouri ~~at 10:00 a.m. on the first Wednesday of October of~~held each year at ~~MPR Missouri's principal office or at such other~~a time and place ~~as may~~to be designated by the Board of Directors. Notice of such meeting shall be sent by first class mail to Member Representatives at least ten (10) days in advance of the meeting. Failure of any Member Representative to receive such notice shall not nullify any action taken at an annual membership meeting. Notice of such meeting may also be given by electronic means.

----- The President/CEO shall prepare the agenda for the annual membership meeting and shall include on such agenda any item requested by five (5) or more Member Representatives at least twenty (20) days prior to the meeting. Any subject relating to MPR Missouri may be discussed at the annual membership meeting.

----- At the annual meeting, the President/CEO and chief financial officer of MPR Missouri shall report to the Members on the activities and financial condition of MPR Missouri.

Section 5.6 Special Membership Meeting

----- A special Membership meeting may be called by a majority of the total membership of the Board of Directors or upon the petition of one-third (1/3) of the Members acting through their Member Representatives. A special membership meeting must be held within sixty (60) calendar days after receipt of a valid petition; provided, however, that if the annual membership meeting is scheduled to occur within sixty (60) days after receipt of the request for the special membership meeting, then no separate special membership meeting shall be held. If a valid petition is received within sixty (60) calendar days prior to the annual membership meeting, the topic or topics contained in the petition shall be placed on the agenda for that meeting.

----- Notice of a special membership meeting shall be mailed, by first class mail, to each Member Representative at least ten (10) days in advance of the meeting date. Failure of any Member Representative to receive such notice shall not nullify any action taken at a special membership meeting.

----- Only those matters which are within the purpose or purposes described in the meeting notice may be considered at a special membership meeting. The Board of Directors shall establish the time and place for all special membership meetings.

Section 5.7 Quorum; Voting Rights

----- A quorum of at least ~~eleven (11)~~ twenty percent (20%) of the Member Representatives shall be required to conduct business at a special or annual membership meeting. No absentee or proxy voting shall be allowed at any membership meeting. Each Member shall be entitled to one vote that must be cast by the Member Representative ~~or his or her designee.~~ Minutes of the meeting shall record how many members of MPR MO exist at the time of the meeting and how many (in whole numbers) constituted the required twenty percent.

----- The Chair of the Board of Directors shall preside at all membership meetings and, if the Chair is attending the meeting in the capacity of Member Representative, shall be entitled to vote on all matters coming before the meeting.

Section 5.8 Withdrawal

----- A Member may withdraw from membership in MPR Missouri as of the end of MPR Missouri's fiscal year provided that such Member has given MPR Missouri at least ninety (90) days' prior written notice of its intention to withdraw and provided further that such Member ceases participation in all MPR Missouri Programs and Services as of the date of withdrawal. Except for withdrawing Members which have retained rights pursuant to a written agreement with the Board of Directors at the time of withdrawal, a withdrawing Member shall forfeit all rights to any refunds, dividends, or claims upon MPR Missouri's assets upon dissolution of MPR Missouri which may be declared or determined subsequent to the date of the Member's withdrawal.

----- A notice of Member withdrawal shall be accompanied by a Resolution adopted by the governing body of the Member which authorizes the withdrawal of the Member from MPR Missouri. Such notice shall be final and binding. No notice of Member withdrawal shall be effective unless it is accompanied by such governing body Resolution.

----- A withdrawing Member shall continue to be responsible for all obligations after the date of withdrawal that relate to the term of membership including, but not limited to, obligations for special assessments. The withdrawing Member shall be subject to all MPR Missouri Policies and Procedures pertaining to any obligation, claim or lawsuit covered by MPR Missouri.

----- Any Member who withdraws from MPR Missouri without complying with the foregoing obligations shall be obligated to pay to MPR Missouri liquidated damages equal to 25% of the Member's annual Contributions paid by such Member in its final full year of participation in MPR Missouri. Member agrees to pay such liquidated damages within twenty (20) calendar days

following receipt of the computation of the amount due. MPR Missouri and Member agree that the failure of Member to withdraw from MPR Missouri in accordance with the foregoing procedures shall cause damage to MPR Missouri in amounts which it is not possible calculate at this time and that these liquidated damages are a good faith estimate of the damages as to which the Member shall be obligated to MPR Missouri.

Section 5.9 Termination

(a) Termination

————— A Member may be terminated from membership in MPR Missouri for cause upon a majority vote of the total membership of the Board of Directors. The effective date of such termination shall be as determined by the Board of Directors, except that such termination shall take effect no later than ninety (90) days following the Board's decision to terminate. For purposes of this Section, cause shall be deemed to include the following:

- (1) failure to maintain at least one Program with MPR Missouri ~~or contract for the receipt of any Services from MPR Missouri;~~
- (2) failure to make any Contribution due to MPR Missouri in accordance with the directives of the MPR Missouri Board of Directors;
- (3) failure to undertake or to continue risk management or loss control measures recommended by MPR Missouri;
- (4) failure to allow MPR Missouri and its agents reasonable access to all facilities and records of the Member which are necessary for the proper administration of MPR Missouri;
- (5) failure to cooperate fully with MPR Missouri officers, employees, attorneys, claims adjusters or other agents;
- (6) failure to file required reports with MPR Missouri or the filing of a false claim or report or any conduct which impairs the ability of MPR Missouri to carry out its purposes;
- (7) adverse loss experience with respect to the property and liability Program or the workers' compensation Program, as determined by the Board of Directors;
- (8) breach of any of Member's obligations under these Bylaws, MPR Missouri Coverage Documents, or MPR Missouri Policies and Procedures;
- (9) failure of a Member, the elected governing body of the Member, or of other personnel of the Member to exercise the Member's powers or fulfill the Member's duties in accordance with the constitution or statutes of the state which has enabled the creation of the Member and which has prescribed the Member's classification as a governmental entity; ~~or~~

(10) a Member becomes ineligible for MPR Missouri Membership pursuant to § 5.1 of these Bylaws; provided that such Member may not be terminated during the Program year if such Member's ineligibility is established after the first day of a Program year; or

(11) any other cause that is deemed good cause by a two-third (2/3), defined as eight directors, vote of the entire Board of Directors.

(b) Notification; Hearing, Obligations

-----A Member shall be terminated immediately and without further notice upon the failure of a Member to maintain at least one Program or receive any Services from MPR Missouri. A Member shall be terminated with not less than thirty (30) days written notice upon the determination by the Board of Directors that such Member has adverse loss experience. In all other cases, a Member may be terminated only after written notice sent by certified or first class mail from the President/CEO of MPR Missouri stating the reasons for termination. Such notice shall provide the Member thirty (30) calendar days to cure the grounds for termination. The Member may request a hearing before the Board of Directors prior to the final termination of the Member's membership in MPR Missouri. The President/CEO of MPR Missouri shall present the case for termination to the Board of Directors, and the Member shall have reasonable opportunity to present its case to the Board of Directors.

-----The decision by a majority of the total members of the Board of Directors to terminate a Member after notice and hearing or after the failure of the Member to cure the grounds given for termination shall be final and shall not be subject to appeal in any forum. The termination shall take effect thirty (30) calendar days after the decision to terminate is approved by the Board of Directors.

-----A terminated Member shall forfeit all rights to any MPR Missouri refunds, dividends, or distribution of assets upon dissolution after the effective date of termination. Any terminated Member shall continue to be bound to those same continuing obligations as to which a withdrawing Member is obligated in accordance with Section 5.8 of these Bylaws.

Section 5.10 Application of Sections 355.231 to 355.306 of the Act

The provisions of Sections 355.231 to 355.306 of the Act shall apply to MPR Missouri except to the extent the provisions of such Sections are inconsistent with the Articles of Incorporation of MPR Missouri or these Bylaws, provided, however, that no Section allowing proxy voting shall apply to MPR Missouri.

**ARTICLE 6
BOARD OF DIRECTORS**

Section 6.1 Powers; Election; Vacancies

-----The Board of Directors shall consist of eleven (11) members. The Board of Directors shall adopt rules for the election of Directors by the Member Representatives and for

appointment to fill Director vacancies by the Board of Directors, provided that the following conditions are fulfilled:

(a) at least two members of the Board of Directors shall be from the ~~four~~six largest Missouri Members as measured by total contributions paid in MPR Missouri's most recent fiscal year;

(b) each Member Representative shall be entitled to one vote for each Director position to be filled;

(c) Directors shall serve three year, staggered terms provided that no Director may serve more than two consecutive three-year terms or a total of six consecutive years. Board service by individuals appointed to fill the remainder of an unexpired term shall not be considered for purposes of these limitations;

(d) Directors shall assume office at the end of the annual membership meeting following election;

(e) by majority vote of the total number of serving Directors, the Board of Directors shall appoint qualified individuals to fill vacancies on the Board of Directors for the remainder of any unexpired term;

(f) the number of Directors may be increased or decreased by ~~majority~~supermajority vote of ~~two-thirds (2/3) of the Members present at any duly constituted Member~~ at the annual meeting of Members as defined by Section 5.5; and

(g) the Board of Directors shall adopt rules for the nomination of qualified candidates to run for election to the Board of Directors.

Section 6.2 Director Qualifications

~~————~~ All Directors shall be full time employees of a Member. Any Director who fails to meet this requirement or whose Member entity withdraws or whose membership in MPR Missouri is terminated as provided in these Bylaws shall immediately forfeit the Director's position. All directors shall meet the requirements of the Act.

Section 6.3 Director Compensation and Expenses

~~————~~ Directors shall serve without compensation. Directors' reasonable and necessary expenses related to service on the Board of Directors shall be paid or reimbursed by MPR Missouri.

Section 6.4 Board Officers

~~————~~ The first agenda item, following roll call, at the ~~annual~~first meeting of the Board of Directors following the annual meeting shall be the election of MPR Missouri officers (the "Board Officers"). The Board of Directors shall review the nominees recommended by the Nominating

Committee created for such purpose and shall elect, by majority vote from its membership, a Chair, Vice-Chair, Secretary and a Treasurer. ~~These officers~~The Board of Directors may elect persons nominated by the Nominating Committee or may elect persons not so nominated to one or more Board Officer positions provided that such persons meet the qualifications and requirements set forth herein. Only Directors who have previously served at least one term on the Board of Directors shall be eligible for the positions of Chair and Vice-Chair. These Board Officers shall immediately assume their offices and shall serve until the next regular meeting of the Board of Directors following the annual Board of Directors meeting or until their successors are duly elected and qualified. The President/CEO shall serve temporarily as presiding officer during the election of~~officers~~Board Officers.

~~————~~The Chair shall preside at all Board of Directors meetings and shall be entitled to vote on all matters brought before the meeting. The Chair shall also, with the approval of the Board, appoint all committee members. The Board may also authorize the Chair to represent the interests of MPR Missouri before such organizations as the Board shall designate. The Vice Chair shall act in the Chair's absence.

~~————~~The Secretary shall prepare, or cause to be prepared, the official minutes of all meetings of the Board of Directors and of the Members, and shall authenticate all MPR Missouri official records.

~~————~~The Treasurer shall prepare or cause to be prepared an accurate accounting of all MPR Missouri assets and liabilities and all receipts and disbursements. The Treasurer shall perform the duties generally incident to the office of Treasurer.

~~————~~In the case of a vacancy in any office, the Board of Directors shall, at the Board of Directors' next regular meeting, appoint a qualified Director to fill the unexpired term. No individual may serve more than three consecutive one year terms in the same office position.

One person may hold more than one of the offices described above; provided, however, that the same person may not serve as both Chair and Vice-Chair or Chair and Secretary.

Section 6.5 Board Powers

~~————~~Except as otherwise required by law, MPR Missouri's Articles of Incorporation, or these Bylaws, all corporate powers of MPR Missouri shall be exercised by or under the authority of, and the affairs of MPR Missouri shall be managed under the direction of, the Board of Directors. The Board of Directors shall have the authority and power to take all steps and actions necessary, desirable or expedient to fulfill the obligations and objectives contained in these Bylaws. The enumeration of any specific duty or power is not to be construed as a limitation upon the right to exercise any other powers or duties.

~~————~~Subject to any applicable laws, and upon such terms as the Board of Directors shall establish in accordance with Section 9.2 of these Bylaws, the Board of Directors may, but shall not be required to, declare refunds or dividends to Members and the Board of Directors may, by written agreement, delegate such authority to the executive committee of Midwest Public Risk to

declare refunds or dividends to Members. Except for withdrawing Members which have retained rights pursuant to a written agreement with the Board of Directors at the time of withdrawal, any Member which withdraws prior to the declaration of any refund or dividend from the Program as to which the refund or dividend is based shall surrender all rights to such refund or dividend. Any dividend or refund allocable to a Member shall first be used to offset and reduce the amounts, if any, which may be due and unpaid to MPR Missouri from such Member.

~~———— The Board of Directors shall execute a Risk Sharing Agreement with Midwest Public Risk of Kansas, Inc., a Kansas corporation (“MPR Kansas”), for the sharing of risk for health and dental coverage between MPR Missouri and MPR Kansas, and shall fulfill all of its obligations under the Risk Sharing Agreement. The Board~~The Board of Directors shall approve and execute a management and administration agreement with Midwest Public Risk (“MPR”) for implementation of the Risk Sharing Agreement.

The Board of Directors may enter into ~~similar~~ interlocal agreements ~~with MPR Kansas~~ for other types of coverage risks, and may enter into ~~similar~~ interlocal agreements with other appropriate entities, subject to applicable law, at the discretion of the Board of Directors.

~~————~~ The Board of Directors shall select a qualified public accounting firm to audit, on an annual basis, MPR Missouri’s financial records in conformance with generally accepted accounting principles, relevant laws and these Bylaws. A copy of the audit shall be distributed as required by law.

~~————~~ The Board of Directors shall adopt an annual budget in a form and manner determined by the Board of Directors.

~~————~~ The Board of Directors shall adopt rules governing the conduct of Directors and Director meetings, including, but not limited to, an attendance policy. Directors may only be removed by the majority vote of a quorum of a meeting of the Members.

Section 6.6 Committees

The Board of Directors shall appoint a committee for the nomination of Board Officers (the “Nominating Committee”) at each June meeting of the Board of Directors. The Nominating Committee shall develop recommendations regarding the election of Board Officers for consideration by the full Board of Directors at the first meeting of the Board of Directors following the annual meeting, and shall develop similar recommendations for appointments to fill any vacancies in Board Officer positions. Members of the Nominating Committee shall serve one (1) year terms.

~~————~~ The Board of Directors may create advisory and technical committees as deemed necessary or expedient. The Board of Directors shall determine committee duties, number of members, and membership qualifications and terms. ~~No term shall exceed 3 years nor shall any individual serve more than six (6) consecutive years on the same committee.~~ The Chair shall, with the approval of the Board of Directors, appoint all committee members and committee chairs. ~~In the case of committee vacancies, the appointment shall be for the remainder of the unexpired term,~~

with the exception of the Nominating Committee. At least one Member of the Board of Directors shall serve on each committee. No committee shall possess or exercise the authority or power of the Board of Directors.

Section 6.7 MPR Missouri Policies and Procedures

— The Board of Directors shall adopt Policies and Procedures, not in conflict with these Bylaws, that are necessary or expedient or desirable for the operation and functioning of MPR Missouri. All Members, Directors, officers, employees and other service providers shall be subject to and adhere to such Policies and Procedures.

Section 6.8 Meetings

— The Annual Meeting of the Board of Directors shall be held immediately following the annual Member meeting for the purpose of electing MPR Missouri officers and transacting such other business as may properly be brought before the meeting. In addition to such Annual Meeting, the Board of Directors shall hold regular meetings on the first Wednesday of February, April, June and December of each year at 10:00 a. m. or at such other time and place as may be designated by the Board of Directors. Special Board of Directors' meetings may be called by the Chair or by 1/3 of the Directors. Any topic may be discussed at a regular meeting; only topics on the agenda may be discussed at a special meeting. Directors and Member Representatives shall receive at least five (5) days' written notice of all Board of Directors meetings, which notice may be electronic.

— A quorum consisting of a majority of the serving Directors shall be present in order to conduct business at any Board of Directors meeting. Directors may participate in any meeting of the Board of Directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can simultaneously hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting. The President/CEO shall prepare the agenda for all Board of Directors meetings.

— All Board of Directors meetings, except those permitted by law to be closed, shall be open to the public, and all votes shall be public except as otherwise permitted or required by law or these Bylaws. Unless notice is provided to the contrary, all meetings of the Board of Directors shall be held at MPR Missouri's principal office.

— Except as required by law or these Bylaws, a majority vote of the Directors present at a meeting at which a quorum is present shall be required to approve all motions or other actions of the Board.

ARTICLE 7 PRESIDENT/CEO

Section 7.1 President/CEO; Appointment; Authority

———— There is hereby continued the position of President/Chief Executive Officer (“President/CEO”) who shall be appointed and may be removed by a majority of the total membership of the Board of Directors. The President/CEO shall be an officer of MPR Missouri.

———— The President/CEO shall be responsible to the Board of Directors for the proper administration and conduct of all Programs and Services offered by MPR Missouri. All agents, employees and independent contractors shall report to the Board of Directors through the President/CEO and shall be supervised by the President/CEO.

———— Subject to any limitations adopted by the Board of Directors, the President/CEO is authorized to settle all claims or cases involving the Programs provided by MPR Missouri.

———— The President/CEO shall prepare and submit to the Board of Directors, for consideration prior to the start of each fiscal year, a recommended budget for the forthcoming year. The President/CEO shall attest to all official records, sign contracts, select, appoint and supervise all employees, implement the adopted annual budget, and do all other things customary to this position.

———— The President/CEO shall be a member of all standing and special committees and shall be entitled to attend all Board of Directors and committee meetings with a right to speak but not to vote on issues. The President/CEO may be excused from Board or committee meetings pertaining to the President/CEO’s employment or job performance.

ARTICLE 8 COVERAGE DOCUMENTS; UNDERWRITING CONTRIBUTIONS

Section 8.1 Coverage Documents

———— MPR Missouri Programs shall be described in separate Coverage Documents. MPR Missouri may add, delete, or modify the Coverage Documents for such Programs as the Board of Directors may determine. All MPR Missouri Programs shall be considered excess only and not primary or contributory when the Member has a valid and collectable insurance policy or other similar protection against a loss covered by MPR Missouri.

Section 8.2 Modification of Coverage Documents and Conflicts

———— Coverage Documents may be modified by the President/CEO to meet specific Member or MPR Missouri needs and shall be provided to the Member. Such Coverage Documents shall be subject to all of the terms and conditions of these Bylaws and MPR Missouri Policies and Procedures. In case of any conflict between the Coverage Documents and these Bylaws, these Bylaws shall be controlling.

Section 8.3 Coverage Questions; Appeals and Other Disputes

— The President/CEO shall decide all questions of coverage in specific cases. A Member may appeal the President/CEO's decision to the Board of Directors. Notification of such appeal must be taken no later than sixty (60) calendar days after the date of the President/CEO's decision. The Member shall have the opportunity to appear and present evidence to the Board of Directors. The Board of Directors' decision, by a majority of the total membership of the Board of Directors, shall be final and not subject to appeal in any forum.

— The Board of Directors shall decide all other disputes between MPR Missouri and any Member involving these Bylaws, Coverage Documents or Policies and Procedures. The Board of Directors' decision, by a majority of the total membership of the Board of Directors, shall be final and not subject to appeal in any forum.

Section 8.4 Acceptance and Withdrawal of Coverages

— No Member shall receive any Program or Services unless the Member's request for such Program or Services is accompanied by [either a copy of the minutes documenting a majority vote or](#) a Resolution adopted by its governing body expressing the governing body's intention to secure the Program or Service from MPR Missouri.

Members belonging to the Workers' Compensation program must participate in the safety services offered by MPR as required by the Missouri Division of Workers' Compensation.

— Any Member may withdraw from, and cease participation in, any MPR Missouri Program or Service at the end of any contract year by giving at least ninety (90) days' notice, in writing, of its intention to withdraw. In the case of any such withdrawal from a Program, except for withdrawing Members which have retained rights pursuant to a written agreement with the Board of Directors at the time of withdrawal, the withdrawing Member shall forfeit all rights to any refunds, dividends or payments in dissolution which may be declared subsequent to the date of withdrawal with respect to the Member's past participation in the Program. A Member's request for withdrawal shall specifically state which Program or Service the Member desires to withdraw from and must be accompanied by a Resolution adopted by its governing body which expresses the governing body's intention to withdraw. Such notice shall be final and binding. Failure to submit such a governing body Resolution shall have the effect of voiding the notice of withdrawal as though such notice were not given.

— A withdrawing Member from any Program shall continue to be responsible for all obligations after the date of withdrawal that relate to the prior coverage under the Program, including, but not limited to, the obligation to satisfy any special assessments. The withdrawing Member shall also be subject to all MPR Missouri rules pertaining to any obligation, claim or lawsuit covered by MPR Missouri.

— Any Member which withdraws from any Program or Service and fails to provide the required ninety (90) days' notice of intention to withdraw shall pay liquidated damages equal

to 25% of the Program's annual premium contribution paid by the Member in the prior year, except for withdrawing Members which have retained their rights pursuant to a written agreement with the Board of Directors at the time of withdrawal. The Member agrees to pay such liquidated damages within twenty (20) calendar days after receipt of a bill. MPR Missouri and the Member agree that it is not possible to calculate the damage to MPR Missouri which may be caused by the breach of this condition and that the foregoing percentage constitutes liquidated damages which are a good faith estimate by MPR Missouri and the Member. The Board of Directors, at its discretion, may shorten the ninety (90) days' notice period as it deems appropriate, provided that it shall have previously given written notice of such change to all of the Members.

Section 8.5 Contributions

----- MPR Missouri Programs and Services shall be funded by Contributions from its Members and Member employees for those Programs and Services in which Members desire to participate. The Board of Directors shall determine when Contributions are due and may impose charges for late payments. Each Member's account shall be reviewed on an annual basis.

Section 8.6 Underwriting

----- Contributions for Programs and Services paid by Members and their employees shall be determined in accordance with underwriting guidelines approved by the Board of Directors. Underwriting guidelines may be based upon any factor or combination of factors which relate to potential losses and which will produce sufficient income to pay losses and related administrative expenses. Underwriting guidelines shall be reviewed periodically to insure that they meet the stated objectives.

Section 8.7 General and Separate Funds

----- Contributions from Members shall be paid into a general fund. Monies shall be paid out of the general fund to such separate Program funds as the Board of Directors shall determine. Each separate Program shall have its own separate fund.

Section 8.8 Commingling of Program Funds Prohibited

----- Contributions paid and any assets attributable thereto by Members for any MPR Missouri Program shall not be used or devoted to any purpose other than to pay losses and expenses related to the specific Program, including any Program Fund established pursuant to any risk sharing agreement, for which the Contributions were paid.

Section 8.9 Member Privilege

----- The Board of Directors shall establish rules which shall govern and determine the settlement of claims or lawsuits covered by MPR Missouri Programs, provided that the Member may reject recommended settlements. If a Member exercises this privilege to reject a recommended settlement, the Member shall thereafter be responsible for all damages, expenses and costs, of every kind and description, without limitation, that exceed the rejected settlement and accrued loss adjustment expenses through the date of rejection by the Member.

ARTICLE 9 MPR MISSOURI ASSETS

Section 9.1 MPR Missouri Assets

All Contributions, monies, and other assets, including interest or other investment earnings thereon paid by Members to MPR Missouri, and any other assets obtained in any other manner by MPR Missouri, shall be the property of MPR Missouri. No Member shall have any right or claim to such MPR Missouri assets including, but not limited to, any excess or surplus funds held by MPR Missouri, except such that are authorized specifically by MPR Missouri's Articles of Incorporation, these Bylaws, or by resolution of the Board of Directors. All assets of MPR Missouri, including but not limited to, any excess or surplus funds held by MPR Missouri, may be used for MPR Missouri purposes in such manner as the Board of Directors deems appropriate.

Section 9.2 Excess or Surplus Distributions

Provided that all statutory and regulatory requirements are complied with, including but not limited to prior approval from the Missouri Division of Workers' Compensation in the event of a refund from the Workers' Compensation Program to its Members, the Board of Directors, ~~in its sole discretion,~~ may determine to make distributions of excess or surplus funds from any Program to such Program's Members ~~in such manner as the Board shall determine.~~ The Board may delegate the authority to determine and make distributions of excess or surplus funds from any Program to such Program's Members by written agreement to Midwest Public Risk, a Missouri nonprofit corporation. Such distributions shall be limited to (a) Members which were active participants in good standing in such Program throughout the period for which a distribution was declared and which remain active participants in such Program at the time a distribution is paid, and (b) any former Members which have retained the right to excess or surplus distributions pursuant to a written agreement with the Board of Directors.

As described in "Section 6.5 Board Powers" the Board of Directors, by written agreement, may delegate the authority to declare refunds or dividends to members to the MPR Executive Committee.

Section 9.3 Special Assessments

If, at any time, in the opinion of the Board of Directors, MPR Missouri's assets are insufficient to meet anticipated obligations for any Program or Service offered by MPR Missouri, the Board of Directors shall develop a financial plan to restore MPR Missouri's financial integrity. The Board may direct Members to pay a special assessment to eliminate such insufficiency provided that the Member was a participant at any time during the MPR Missouri fiscal year in the Program or Service which incurred the insufficiency. Each Member shall be assessed its pro rata share of the insufficiency based upon its relative percentage of the total Contributions or fees paid by all Members for the Program or Service as to which the insufficiency has arisen.

As required by law, workers' compensation Program insufficiencies shall be the joint and several obligation of each Member which participated in the workers' compensation Program during the period of the insufficiency.

A Member shall be and remain liable for any special assessment whether or not the Member was a MPR Missouri Member at the time of the levying of the special assessment.

ARTICLE 10 STANDARD OF CARE; BOND; INDEMNIFICATION

Section 10.1 Standard of Care

Directors, officers and employees of MPR Missouri shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties on behalf of MPR Missouri. Such Directors, officers, and employees shall not be liable for any mistake of judgment or other action made, taken or committed by them in good faith nor for any action taken or omitted by any agent, employee or independent contractor who was selected with reasonable care. No Director shall be liable for any actions taken or not taken by any other Director.

Section 10.2 Bond

MPR Missouri may provide for a bond or other security to guarantee the faithful performance of the obligations of its Directors, officers and employees.

Section 10.3 Indemnification

MPR Missouri shall hold harmless and defend and indemnify all present and past Directors, officers and employees for actions taken by any such person in good faith within the scope of his or her authority or duties for MPR Missouri. This duty shall apply to any direct or derivative action involving the Director, officer or employee. To the extent permitted by law, the Board of Directors may enter into written indemnification agreements with individual Directors, officers and employees. MPR Missouri may also purchase liability insurance providing similar coverage for Directors, officers and employees.

ARTICLE 11 DISSOLUTION AND DISTRIBUTION

Section 11.1 Dissolution

MPR Missouri may be dissolved as of the last day of any MPR Missouri fiscal year upon a vote of two-thirds (2/3) of all Member Representatives.

Upon the dissolution of MPR Missouri, the then current Board of Directors shall take all actions which shall be necessary for the orderly winding down of MPR Missouri's Programs and Services and for the completion of MPR Missouri's dissolution and liquidation subject to the Act.

Section 11.2 Distribution of Assets

All net assets shall be distributed pro rata to the Members, in good standing, of the respective programs as of the last day of MPR Missouri's last full fiscal year prior to the decision to dissolve and to any former Members which may have retained the right to distribution of assets pursuant to a written agreement of withdrawal prior to the date of the decision to dissolve. Such net assets shall be distributed, separately by Program, by calculating the relative percentage of the total Program premium contributions for each Program paid by each Member during MPR Missouri's last full fiscal year prior to dissolution and multiplying the net assets by that percentage.

Distribution of the remaining Workers' Compensation Program assets shall be determined, as provided by law, by the Missouri Division of Workers' Compensation.

ARTICLE 12 MISCELLANEOUS

Section 12.1 Intergovernmental Contract

~~These~~ These Bylaws shall constitute an intergovernmental contract among the Members and MPR Missouri. Nothing in these Bylaws shall be inconsistent with, or cause any Member to violate, any constitutional or statutory provision which prohibits political subdivisions from becoming indebted in an amount exceeding in any one year the income and revenue provided for such year plus any unencumbered balances from previous years.

Section 12.2 Governing Law

~~These~~ These Bylaws shall be subject to, and governed by, the laws of the State of Missouri, including specifically the Act.

Section 12.3 Binding Effect

~~These~~ These Bylaws shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors or assigns, provided, however, that a Member may not assign its rights or delegate its duties without MPR Missouri's prior written consent.

Section 12.4 Disputes

~~In~~ In the event of any dispute hereunder which results in litigation, the prevailing party in such litigation shall be entitled to its reasonable attorneys' fees and expenses of such litigation. Any action against MPR Missouri by a Member shall be brought only in the county in which MPR Missouri's principal office is located.

Section 12.5 Severability

~~These~~ These Bylaws are expressly declared to be severable, and in the event that any article, provision, clause or other part of these Bylaws is declared invalid or unenforceable by a

court of competent jurisdiction, such action or unenforceability shall not affect the validity or enforceability of any other article, provision or clause.

Section 12.6 Amendment

— These Bylaws may be amended by approval of the vote of two-thirds (2/3) of the Member Representatives present at any annual membership meeting or special membership meeting called for that purpose. Only amendments recommended by the Board of Directors shall be considered for adoption.

— A copy and an explanation of all recommended amendments stating the reasons and impact of each proposed amendment shall be sent to all Member Representatives, by certified mail, no later than ten (10) days prior to the meeting date.

— Any amendment to these Bylaws shall take effect immediately or at the time specified in the amendment. Such amendments shall be binding upon all Members without further action by MPR Missouri or the Members.

Section 12.7 Repeal of Prior Bylaws

— Effective July 1, 2009, and contingent upon the commencement of operations of Midwest Public Risk of Kansas, a Kansas not for profit corporation (“MPR Kansas”), and the implementation of a Risk Sharing Agreement between MPR Missouri and MPR Kansas, these Bylaws shall repeal and replace all previous amendments or editions of these Bylaws including, but not limited to, the “MARCIT Bylaws” effective November 3, 2006.

— If MPR Kansas fails to commence operations on or before the close of business on June 30, 2009, these amended Bylaws shall be null and void and the November 3, 2006 “MARCIT Bylaws” shall remain in full force and effect.

*[END OF BYLAWS; BALANCE OF PAGE LEFT BLANK;
AGREEMENT AND EXECUTION PAGE FOLLOWS]*

AGREEMENT AND EXECUTION

The Member acknowledges that it has read and agrees to be bound by all terms and conditions of these Bylaws as a contract among MPR Missouri and its Members. By the execution of these Bylaws by the Member, the individual so executing acknowledges that these Bylaws have been duly accepted and authorized by all necessary and appropriate action of the governing body of the Member. The Member's participation as a Member of MPR Missouri shall not be effective unless and until either a copy of the minutes documenting a majority vote or Resolution of the governing body of the Member ~~which authorizes the execution of~~ granting authority to execute these Bylaws is delivered to MPR Missouri and is attached hereto.

Accepted:

Member

MPR Missouri

Signed

Signed:

Title

Title

Date

Date

[AGREEMENT AND EXECUTION PAGE TO BYLAWS]

**CITY OF RAYTOWN
Request for Board Action**

Date: October 26, 2016
To: Mayor and Board of Aldermen
From: Captain Doug Goode

Resolution No.: R-2911-16

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____



Action Requested: Authorize spending in excess of \$15,000.00 with a single vendor per City purchasing policy.

Recommendation: Approve the resolution.

Analysis: In Fiscal Year 2012-2013, the Board of Alderman approved a three-year agreement guaranteeing service pricing for three years, approved annually, with MDL Technology, LLC to manage the IT services of the Police Department. The agreed upon service plan is a monthly fee of \$80.00 per workstation and \$400.00 per server. The agreement was renewed in Fiscal Year 2015-2016 for an additional three years with no increase in service cost.

Alternatives: Not approve the resolution, default on the agreement and immediately seek bids for an alternative vendor.

Budgetary Impact:

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

Amount Requested: \$121,920.00
Department: Police
Fund: General

Additional Reports Attached: MDL Agreement

A RESOLUTION AUTHORIZING AND APPROVING AN EXPENDITURE OF FUNDS WITH MDL TECHNOLOGY, LLC FOR INFORMATION TECHNOLOGY-RELATED SERVICES IN AN AMOUNT NOT TO EXCEED \$121,920.00 FOR FISCAL YEAR 2016-2017

WHEREAS, the City of Raytown, Missouri, (the "City") issued its Request for Proposals for information technology-related services on September 6, 2011; and

WHEREAS, the City received two (2) bids in response to its Request for Proposal for information technology-related services; and

WHEREAS, the bid received from MDL Technology, LLC was reviewed and was determined to be reasonable and meet the qualifications specified along with a guaranteed pricing for three years; and

WHEREAS, in Fiscal Year 2015-2016, pursuant to Resolution 2821-15, the agreement with MDL Technology, LLC was approved and the agreement was renewed with guaranteed pricing for three years; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has required Board of Alderman approval for purchases in which the cumulative value with a single vendor exceeds \$15,000.00 during the fiscal year; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to continue to utilize the services of MDL Technology, LLC to perform information technology-related services for fiscal year 2016-2017 in an amount not to exceed \$121,920.00;

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

THAT the expenditure of funds to continue to utilize MDL Technology, LLC to perform information technology-related services for fiscal year 2016-2017 in an amount not to exceed \$121,920.00 is hereby authorized and approved;

FURTHER THAT the City Administrator and/or Police Chief are authorized to execute all agreements or documents necessary to approve the expenditure of funds authorized herein and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 1st day of November, 2016.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

SERVICE PLAN

THIS AGREEMENT, referred to as the “Agreement” and/or “Service Plan, dated this ____ day of _____, 2015, is entered into between MDL Technology, LLC, a Missouri limited liability company, (hereinafter referred to as “Provider”) and Raytown Missouri Police Department (hereinafter referred to as “Customer”).

RECITALS

- (a) Provider desires to enter into an agreement whereby it will provide certain technology support services to Customer;
- (b) Customer is desirous of hiring Provider to supply technology support services to Customer; and
- (c) The parties have determined that it is necessary and desirable to document the terms of the Service Plan.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the terms and conditions set forth in this Agreement.

1. Services to be Provided.

Provider will perform such duties as requested from time-to-time by Customer relating to support of information technology system. Provider will service the Personal Computers and Server of customer. Such services shall include, but not be limited to, maintaining the operational system, servicing and troubleshooting system issues as well as issues with the individual Personal Computers, and performing other services as agreed upon from time-to-time. The services provided will depend upon the Service Plan elected, but will include a set hourly on-site rate, a set emergency response fee, guaranteed response times, and remote off-site support sessions. Depending upon the Plan elected, additional services will be provided. The actual services provided will be in accordance with the Platinum Plan as set forth in Exhibit A attached. It shall be within the discretion of Provider as to what services Provider is obligated to provide pursuant to this Agreement.

2. Fees.

Customer will pay Provider a monthly fee of \$80 per Personal Computer and \$400 per Server, in accordance with the schedule on Exhibit “A” attached.

3. Procurement of Necessary Equipment, Hardware and Software.

Customer shall be obligated to pay for any equipment, hardware and software necessary to support Customer’s information technology system. Any additional purchase of equipment, hardware or software shall be made by the Customer or made by the Provider and invoiced directly to the Customer should the Customer and Provider agree to the same.

4. Term.

The term of this Agreement shall be three (3) years commencing on the date of the execution of this Agreement. This Agreement shall renew on the anniversary of the execution of the Agreement for one-year increments unless either party provides notice no sooner than ninety (90) days prior to the expiration of the Agreement and no later than thirty (30) day prior to the expiration of the Agreement.

5. Proprietary Information.

Customer acknowledges that information will be disclosed to Customer by Provider or to which Customer will otherwise have access that may include confidential, business, trade secret, proprietary and other like information concerning the operation and maintenance of Customer's website performed by Provider. Customer agrees that such proprietary and like information will be the property of Provider and will be protected from disclosure by Customer. Customer agrees it will use the information only as may be necessary in the course of fulfilling its contractual obligations with Provider and will treat such information as strictly confidential, that will not disclose information orally or in writing to any third party without the prior written consent of Provider and it will not otherwise appropriate information to its own use and the use of any other person or entity.

Provider acknowledges that information will be disclosed to it by Customer for which Provider will otherwise have access which may include confidential, business, trade secret, proprietary or other like information concerning Customer or third parties with whom Customer has an obligation of confidentiality. Provider agrees that it will use the information only as may be necessary in the course of fulfilling its obligations to Customer, that it will treat such information as strictly confidential, that it will not disclose information orally or in writing to any third party without the prior written consent of Customer, and that it will not otherwise appropriate information to its own use or to the use of any other person or entity. Without limiting the foregoing, Provider agrees to take at least such precautions to protect the information as it takes to protect Provider's own proprietary and confidential information, but in no event less than a reasonable standard of care. Provider shall establish and maintain safeguards against the destruction, loss or alteration of information in its possession that are no less rigorous than the policies, procedures and requirements Provider maintains for itself.

6. Computer System Access.

Customer hereby grants Provider access to Customer's computer system. Provider agrees that each employee, having access to the system:

- (a) will not allow unauthorized individuals access to Customer's system;
- (b) will keep strictly confidential any information that enables access to the system; and
- (c) will endeavor to protect the integrity of Customer's computer system.
- (d) will undergo fingerprint and background check.

7. Notification of Violations.

In the event Provider discovers or is notified of a breach or potential breach of security relating to any information, the system, this Agreement or any other applicable law or regulation, Provider shall immediately notify Customer of such breach or potential breach.

8. Customer's Indemnification.

Customer agrees that Provider is not responsible for any information provided to Provider pursuant to this Agreement. Customer agrees that Provider is not responsible for any problems or technical malfunction of any telephone, network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or other technical problems that may cause injury or damage to Customer's business. Customer agrees that Provider is not responsible for any lost data, loss of sales or business interruption due to problems with hardware or software used by Customer and serviced by Provider. Customer agrees to indemnify and hold Provider harmless for any action or suit by Customer or third party with regard to any loss or damage, including personal injury or death resulting from the items set forth above for which Provider takes no responsibility. Further, Customer shall hold Provider harmless for any period of time in which Customer's system is down relating to a force of nature, act of God, or other natural disaster. Provider shall make attempts to assist Customer in returning service as soon as practical and reasonable, however Provider will have no liability associated with the instances set forth herein.

9. Independent Contractor.

Provider will act at all times as an Independent Contractor, and nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Provider and Customer, or to make either Provider or Customer partners, joint venturers, principals, agents or employees of the other, or result in a joint service offering to their respective customers. Provider's employees or approved subcontractors assigned to perform the services for Customer are solely the employees or subcontractors of Provider or its third party providers and not the employees of Customer.

10. Warranties.

Provider gives no warranties relating to hardware or software. Any such warranties run from the manufacturer directly to Customer.

11. Scope of Work and Acceptance of Risk.

Provider work will be limited to that defined under this Agreement. Customer hires Provider to render advice from time to time regarding the computer system of Provider. Customer hereby understands that it takes action or fails to take action on the recommendations of Provider at its own peril. Provider does not assume any responsibility to Customer for work recommended by Provider that is not undertaken.

12. Assignment.

Provider shall not assign this Agreement to any party without the prior written consent of Customer. Moreover, Customer shall not assign this Agreement to any party without the prior written consent of Provider.

13. Survival of Options.

Notwithstanding the paragraph preceding, the obligations imposed by this Agreement shall survive termination of the business or contractual relationship between Provider and Customer.

14. Non-Waiver.

No delay or admission by Provider to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by Provider of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by Provider waiving its rights under this Agreement.

15. Amendments.

No amendment to, or change, waiver or discharge of, any provision of this Agreement will be valid unless in writing and signed by an authorized representative of each party.

16. Severability.

If any provision of this Agreement is held by a Court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect and such remaining provisions shall be deemed to be restated to reflect the original intentions of the parties as nearly as possible, in accordance with applicable law.

17. Governing Law.

This Agreement and rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this Agreement by duly authorized representatives as of the day first above written.

MDL TECHNOLOGY, L.L.C.

CUSTOMER

Title: President

Date: _____

Title:

Date: _____

Managed Services Agreement

Exhibit A

Service Rates Labor	Rate
Remote PC Management/Help Desk 8am-5pm M-F	INCLUDED
Remote Printer Management 8am-5pm M-F	INCLUDED
Remote Network Management 8am-5pm M-F	INCLUDED
Remote Server Management 8am-5pm M-F	INCLUDED
24x7x365 Network Monitoring	INCLUDED
Onsite Labor 8am-5pm M-F	INCLUDED
Remote PC Management/Help Desk 5:01pm-9pm M-F	INCLUDED
Remote Printer Management 5:01pm-9pm M-F	INCLUDED
Remote Network Management 5:01pm-9pm M-F	INCLUDED
Remote Server Management 5:01pm-9pm M-F	INCLUDED
Onsite Labor 5:01pm-9pm M-F	
Remote Labor All Other Times	INCLUDED
Lab Labor All Other Times	INCLUDED
Onsite Labor All Other Times	INCLUDED
Project Work	\$120 PER HOUR

Critical Devices

Monitored Workstations:.....77 @ \$ 80
 Monitored Servers:.....10 @ \$400

CITY OF RAYTOWN
Request for Board Action

Date: October 26, 2016

Resolution No.: R-2912-16

To: Mayor and Board of Aldermen

From: Kati Horner Gonzalez, Interim Director of Public Works

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Board of Aldermen approval that the vehicles are surplus and approval to dispose of items in accordance with the purchasing policy.

Recommendation: Staff recommends approval.

Analysis: Multiple vehicles have been taken out of service due to the purchase and operation of new vehicles. Public Works has evaluated the vehicles that were taken out of service and it was determined that these vehicles are not well-suited for continued use by the City and should therefore be deemed surplus and disposed of in accordance with the purchasing policy.

The information for the vehicles is as follows:

Unit 108 VIN #: 2FABP7BV8BX116112 Miles: 76,423 2011 Crown Victoria Police Interceptor
Unit 110 VIN #: 2FABP7BVXBX116116 Miles: 82,410 2011 Crown Victoria Police Interceptor
Unit 112 VIN #: 2FABP7BV5BX116116 Miles: 85,412 2011 Crown Victoria Police Interceptor
Unit 116 VIN #: 2G1WB55K079280667 Miles: 89,662 2007 Chevy Impala
Unit 201 VIN #: 1FAFP52231A239240 Miles: 72,071 2001 Ford Taurus

The vehicles listed above would be sold in accordance with the purchasing policy. Proceeds from the sale of Units 108, 110, 112, and 106 would be deposited back to the Capital Sales Tax fund. Proceeds from the sale of Unit 201 would be deposited back to the General fund.

Alternatives: Do not surplus the equipment.

Budgetary Impact:

Not Applicable

Additional Reports Attached: Vehicle Information Detail

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

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

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

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

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

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

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 1st day of November, 2016.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

Vehicle Information Detail - 2016

Unit 108

2011 Crown Victoria Police Interceptor
VIN: 2FABP7BV8BX116112
Mileage – 76,423
Maint. Cost per year - \$199.98
Total Maint. Cost - \$199.98

Unit 110

2011 Crown Victoria Police Interceptor
VIN: 2FABP7BVXBX116116
Mileage – 82,410
Maint. Cost per year - \$3,353.45
Total Maint. Cost - \$16,767.27

Unit 112

2011 Crown Victoria Police Interceptor
VIN: 2FABP7BV5BX116116
Mileage – 85,412
Maint. Cost per year - \$3,929.97
Total Maint. Cost - \$19,649.85

Unit 116

2007 Chevy Impala
VIN: 2G1WB55K079280667
Mileage – 89,662
Maint. Cost per year - \$491.94
Total Maint. Cost - \$491.94

Unit 201

2001 Ford Taurus
VIN: 1FAFP52231A239240
Mileage – 72,071
Maint. Cost per year - \$1,347.12
Total Maint. Cost - \$9,429.86

CITY OF RAYTOWN
Request for Board Action

Date: October 26, 2016

Resolution No.: R-2913-16

To: Mayor and Board of Aldermen

From: Kati Horner Gonzalez, Interim Public Works Director

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Authorize the purchase of motor vehicle fuel from John Moore Oil Company. Total purchases to exceed \$15,000.00, but not to exceed budgeted Fiscal Year 2016 - 2017 amounts.

Recommendation: Staff recommends approval.

Analysis: Annually, staff reviews area cooperative fuel purchasing agreements for the purchasing of fuel for Raytown's fleet operations. Through the evaluation of cooperative contracts, the Lee's Summit, Missouri cooperative oil contract was determined to be the most cost effective contract for the City of Raytown. This is the first renewal of the contract that was put into effect October 19, 2015. The effective dates of this contract are October 19, 2016 through October 18, 2017.

This is a rack price plus a fixed profit and handling fee plus the taxes that we are not exempt from paying. Rack price is the spot price at the pipeline terminal and varies daily however the fees remain the same.

Taxes and fees for a 4,000-gallon delivery will be \$0.31101 per gallon for unleaded and \$0.31120 for Diesel. The average savings per gallon has been about \$0.279.

Alternatives: Seek a stand-alone contract based on the City of Raytown needs.

Budgetary Impact:

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

Additional Reports Attached: Cooperative purchase contract with the City of Lee's Summit, Missouri

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF FUEL FROM JOHN MOORE OIL COMPANY OFF THE CITY OF LEE'S SUMMIT, MISSOURI COOPERATIVE PURCHASE CONTRACT FOR THE FISCAL YEAR 2016-2017

WHEREAS, the City of Raytown purchases diesel and gasoline fuel for use and operation of various vehicles owned and operated by the City; 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 City of Lee's Summit, Missouri has competitively bid the purchase of diesel and gasoline fuel and has determined John Moore Oil Company to be the most competitive bid; and

WHEREAS, the cost of fuel anticipated to be purchased for such purposes from John Moore Oil Company is anticipated to exceed \$15,000.00 during Fiscal Year 2016-2017; and

WHEREAS, the City of Raytown finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the purchase of fuel from John Moore Oil Company in excess of \$15,000.00 but within budgeted amounts for Fiscal Year 2016-2017 off the City of Lee's Summit, Missouri cooperative purchase contract;

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

THAT the purchase of fuel from John Moore Oil Company in excess of \$15,000.00 but within budgeted amounts for Fiscal Year 2016-2017 off the City of Lee's Summit, Missouri cooperative purchase contract is hereby authorized and approved; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 1st day of November, 2016.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney



LEE'S SUMMIT MISSOURI

INTEROFFICE MEMORANDUM CONTRACT DOCUMENT

DATE: September 2016

TO: Key Purchasing Personnel

FROM: Procurement and Contract Services

RE: Various Fuel Products & Related Services
Contract # 2015-103/1R

Vendor	John Moore Oil Company PO Box 416 Blue Springs, MO 64013
Phone & Fax	816-229-5662 (ph) 816-229-5665(fax) Emergencies/Secondary Phone Numbers: 816-729-6847 (Josh Cell) 816-678-7080 (Jake Cell)
Contact Person	Josh Moore or Jake Moore
Ordering Instructions	<ul style="list-style-type: none"> ○ Using Department to enter a requisition in the Lawson System for a PO to be issued. Using Department then to Contact John Moore via phone or email jmoc@att.net to schedule the delivery, providing the PO # for reference, the site location, amount of fuel and fuel type needed. Metered Tickets are to be left by John Moore at the site location after delivery is complete. ○ John Moore to send a confirmation via email within 2 hrs. Vendor to have fuel delivered within 24 hours. Same day deliveries may be possible if John Moore is contacted early enough in the day. ○ Requisition must include each item as a separate line item. 1 Requisition to be entered per location. ○ Invoices will be paid against Lawson System Receiver and Purchase Order. <p>NOTE: For any Prevailing Wage work in this Contract, Prevailing Wage Order No. 23, Increment No. 3 shall apply.</p>
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	October 19 th , 2016 through October 18 th , 2017

cc: Bid File- Original memo
Intranet



LEE'S SUMMIT MISSOURI

NOTICE TO PROCEED-RENEWAL

September 1st, 2016

John Moore Oil Company
PO Box 416
Blue Springs, MO 64013

Re: Renewal of Yearly Contract for Various Fuel Products & Related Services
Contract #2015-103/1R (This contract replaces contract #2015-103)

Dear Mr. Moore:

I am pleased to inform you the above referenced contract has been renewed with your company. The contract period will be October 19th, 2016 through October 18th, 2017. A copy of the contract document is enclosed. This is first of a possible four (4) renewal periods.

The using departments will place orders with your company using a Purchase Order number. This Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.

To ensure prompt payment, all invoices must be sent to Accounts Payable at ap@cityofls.net, via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice by the City of Lee's Summits Accounts Payable Division.

I look forward to doing business with your company during this new contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1085.

Thank you,

Tarah Daugherty

Procurement Officer II

cc: Bid file
Accounts Payable

Procurement and Contract Services

220 SE Green Street | Lee's Summit, MO 64063 | P: 816.969.1080 | F: 816.969.1081 | cityofls.net

THIS RENEWAL CONTRACT, made this 29th day of August 2016, is herein called Yearly Contract for Various Fuel Products and Related Services between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and John Moore Oil Company (hereinafter "Supplier").

WHEREAS, City has caused to be prepared, an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications, for Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the 21st day of August 2015, file with City his Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. The Supplier's response to Bid No. 2015-103 is hereby incorporated by reference as if fully set forth herein and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
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. That this Renewal Contract shall be effective on the 19th day of October 2016. Contract period from October 19th, 2016 to October 18th, 2017. The City may, at its option, renew the Contract for up to three (3) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2015-103; Section 2.1.2; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the Procurement and Contract Services Division Manager and/or his approved designee.
6. This Renewal Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.
7. The City is exercising the option of renewing this Contract for the first renewal period, based on performance, quality of work and service and the acceptance of the agreed upon 0% price increase above the original bid pricing for this renewal period submitted by Supplier. 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 or whatever index or rate that is stipulated in the original bid).

Special Attachments: Renewal Pricing Sheet(s), Insurance Requirements, General Terms & Conditions, Prevailing Wage Order No. 23, Incremental Increase No. 3.

Jarrah Dougherty
Procurement Officer of Record

Stephen A. Arbo 8/29/16
Stephen A. Arbo, City Manager Date

John Moore Oil Company
Company Name

Brenda Moore
Company Authorized Signature

Secretary / Treasurer 8-26-16
Title Date

Brenda Moore
Type or Print the Name of Authorized Person

APPROVED AS TO FORM:
Sh Wells
Office of the City Attorney

CITY OF LEE'S SUMMIT TANK LOCATIONS

REVISED ATTACHMENT L

NOTE: DELIVERY TIMES ARE FROM 7:00 A.M. TO 3:30 P.M.
CITY OF LEE'S SUMMIT, MISSOURI

LEE'S SUMMIT, MO 64086

Location	Contact	Phone	Tank Lease or Owned	Above or Below	Tank Capacity	Type of Fuel	Avg Gal / Delivery 1500 (weekly)	Yearly Gallons
City of Lee's Summit Fire Dept 207 SE Douglas Lee's Summit MO 64083	Debbie Lewis Mark Simpson	(816) 969-1060 (816) 969-1061	Own	Below	4000	Diesel Fuel #2-Clear	(weekly)	97,660
City of Lee's Summit Fleet 1971 SE Hamblen Lee's Summit, MO 64086	Debbie Lewis Mark Simpson	(816) 969-1060 (816) 969-1061	Own	Above	4000	Diesel Fuel #2-Clear	1200 (bi-weekly)	96,152
City of Lee's Summit Water Utilities 626 NE Douglas Lee's Summit, MO 64083	Debbie Lewis Mark Simpson	(816) 969-1060 (816) 969-1061	Own	Below	4000	Diesel Fuel #2-Clear	1000 (monthly)	12,000
City of Lee's Summit Airport 2751 NE Douglas Lee's Summit MO 64084	John Chwards	(816) 969-1180	Lease	Above	500	Diesel Fuel #2-Clear	500 (6-8 weeks)	3000
City of Lee's Summit Water Meter Services 1359 SW Ward Rd Lee's Summit MO 64086	Mike Ryznar	816-969-1950	Own	Above	3000	Off-Rd Dyed #2 Diesel	1600 (every 16 months)	1200
City of Lee's Summit Solid Waste 2101 SE Hamblen Rd Lee's Summit, MO 64083	Chris Blayden	816-969-1981	Lease	Above	2000	Off-Rd Dyed #2 Diesel	1300 (weekly)	60,000-70,000
City of Lee's Summit Parks & Rec Mgmt 1801 NE Con-follower Drive Lee's Summit MO 64086	Dean Wenzel	816-969-1531	Lease	Above	500	Off-Rd Dyed #2 Diesel	800 (4 times a year)	3400
City of Lee's Summit Water Utilities 2211 SE Scruggs Road Lee's Summit MO 64083	Mike Ryznar	816-969-1950	Own	Above	3000	Off-Rd Dyed #2 Diesel	500 (every 16 months)	556
City of Lee's Summit Police Dept 10 N.E. Tupper Rd Lee's Summit MO 64086	Debbie Lewis Mark Simpson	(816) 969-1060 (816) 969-1061	Own	Above	2000	Unleaded, #7 Octane	1200 (twice a week)	96,152
City of Lee's Summit Fire Dept 207 SE Douglas Lee's Summit MO 64083	Debbie Lewis Mark Simpson	(816) 969-1060 (816) 969-1061	Own	Below	4000	Unleaded, #7 Octane	1800 (weekly)	55,492
City of Lee's Summit Airport 2751 NE Douglas Lee's Summit MO 64084	John Chwards	(816) 969-1180	Own	Above	2500	Unleaded, #1 Octane	1500 (every 12 weeks)	6000

Respondent: John Moore Oil Co.
x John Moore
Signature

8-14-15
Date

REVISED ATTACHMENT-G

FUEL QUALITY SERVICES

6.0 Supplier shall provide products and services to maintain fuel quality. Maintenance services provided shall detect, diminish, and remove free and suspended moisture content, particulate matter, microbial contamination, and Ethanol phase separation throughout the year. Note: Fuel additive products used for restoring fuel quality will be at the cost provided on Attachment G.

6.1.5 Tank Fuel Sampling: Once a year minimum and as required, supplier shall bottom sample fuel in storage tanks using "bacon bomb" or similar method to extract fuel for visual inspection. Based on visual inspection one or more of the following lab analysis might be required:

	SERVICE	UNIT	COST
1	Customer request for additional tank sampling	Per Sample	\$200.00
Diesel Fuel:			
2	Microbial Contamination (Positive/Negative)		
3	Distillation (D-86)		
4	API Gravity (D-287)		
5	Cetane Index (D976)		
6	Water by Karl Fisher (ASTM D-6304)	Per Test	\$200.00
7	Water & Sediment (D-1796)		
Unleaded and Ethanol Blend Fuel (Octane Test):			
	Microbial Contamination (Positive/Negative)		
	Distillation (D-86)		
	API Gravity (D-287)		
	Cetane Index (D976)	Per Test	\$175.00
5.9 Fuel Reconditioning and Tank Bottom Sweep Service			
1	On-Site Mobilization Fee	Per Site	\$600.00
2	0-5,000 gal Horizontal UST Tank Bottom Sweep-moderate water and/or sediment	Per Tank	\$550.00
3	0-5,000 gal Horizontal AST Tank Bottom Sweep-moderate water and/or sediment	Per Tank	\$850.00
4	Per Hour Rate for 0-5,000 gal-Vertical or Heavy water and sediment	Hour	\$175.00
5	Disposal of Diesel Waste	Per Gal	\$3.00
6	Disposal of Unlead Waste	Per 55 gal	\$275.00
7	Additional to Tank Bottom Sweep: hourly service rate to recondition fuel in the tank	Per Hour	\$175.00
5.10 Micro-Biocide Treatment: Properly mix/agitate fuel with approved dual-phase biocide			
1	Add Micro-Biocide product to fuel and mix/agitating (0-5,000 gal Tank)	Per Tank	\$175.00
Supplier shall provide emergency services when air/ground water enters the fuel storage tank, at a level of 2" or more, to include:			
5.11	After-Hours On-Site Equipment Mobilization Fee	Per Site	\$600.00
1	After-Hours Hourly Service Rate	Per Hour	\$250.00
2	Water Coalescer Filter	Per Filter	\$50.00
3	Water Contact Diesel	per 55 gal	\$275.00
4	Water Contact Gasoline	Per 55 gal	\$275.00

** Section 5.8, Diesel Fuel-Line items 2-7 shall be one fixed cost CHECK BID DOC

***Section 5.8, Unleaded and Ethanol Blend Diesel Fuel (Octane Test)-Line items shall be one fixed cost

Respondent: John Moore Oil Co X 8-14-15

Supplier's Authorized Signature

DATE

FUEL STORAGE TANK LEASING

REVISED ATTACHMENT H-2

Supplier to provide tanks and dispensing equipment for temporary fuel tanks used on jobs on own option tanks which he subsequently transferred and then all fuel tank, tank codes and be properly labeled.

Temporary Fuel Tank Leasing - Only For Fuel Dispensing - Not to be charged for fuel reconditioning and tank bottom average service per Section 3, Item 5.9	Monthly Rental Charge	Equipment Removal Charge
Storage Tank Size	100	200
1,000 Gallon Capacity	350	100
2,000 Gallon Capacity	100	200

Supplier to take minimum number of days notice required for equipment delivery. A 10% receipt of order _____ (1 Day)
 Supplier to take minimum number of days notice required for equipment removal after receipt of order _____ (3 Days)

Fuel Tank Leasing Options: The following requested options should be based on a four (4) year term.

Option 1: Provide tank to use options in the table below to include wear and tear repairs to the fuel pump, hoses, and automatic shut-off nozzles.

Storage Tank Size	Monthly Lease Charge for Tank	Price for Installation of Tank by Receiver - electrical contractor to include existing and electrical hookup	Equipment Removal Charge
1,000 Gallon Capacity	1800	500	200
2,000 Gallon Capacity	2000	550	200

Option 2: Provide tank to use options in the table below WITHOUT wear and tear repairs to the fuel pump, hoses, and automatic shut-off nozzles.

Storage Tank Size	Monthly Lease Charge for Tank	Price for Installation of Tank by Receiver - electrical contractor to include existing and electrical hookup	Equipment Removal Charge
1,000 Gallon Capacity	1000	250	200
2,000 Gallon Capacity	1300	300	200

Option 3: Lease to Own Option that will NOT include wear and tear repairs to the fuel pump, hoses, and automatic shut-off nozzles.

Average Tank Size	Monthly Lease Charge for Tank	Price for Installation of Tank by Receiver - electrical contractor to include existing and electrical hookup	Equipment Removal Charge	Number of Lease Years (Supplier owns the tank)
1,000 Gallon Capacity	3000	200	200	3/0/0
2,000 Gallon Capacity	4000	1500	200	3/0/0
3,000 Gallon Capacity	6700	1500	200	3/0/0

Additional Services for Option 3: Each Supplier provide parts & labor at cost for the equipment listed under option 3? Yes No

Can the supplier provide the additional services stated above beyond the lease to own period? Yes No

When in need of next maintenance & repair (including labor cost) \$ _____ / Mo
 The Supplier able to list in the maintenance & repair log? Yes No
 HRC could provide parts at cost and Double Check Company could perform service. HRC would pass along service cost to the City of Los Angeles at the same cost they were billed.

Signature: John Anderson Date: 8-28-15

REVISED ATTACHMENT I

TANKWAGON DELIVERED PRICING-4,000 gallons or LESS

ITEM NO.	ITEM AND SPECIFICATION	Unit	State of Mo Tax	MUST FEE	LUST FEE	MO INSP. FEE	KS INSP. FEE	FED OIL SPILL FEE	MARGIN COST ABOVE RACK	TOTAL CHARGE (PER GAL)-4,000 Gallons or Less
1	Gasoline, Unlead: 87 Octane, 10% Ethanol Blend	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00171	0.13500	0.31101
2	Gasoline, Unlead: 89 Octane, 10% Ethanol Blend	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00171	0.13500	0.31101
3	Gasoline, Unlead: 91 Octane, 10% Ethanol Blend	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00171	0.13500	0.31101
4	Diesel Fuel, Clear: #1, ULSD	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00190	0.13500	0.31120
5	Diesel Fuel, Clear: #2, ULSD	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00190	0.13500	0.31120
6	Diesel Fuel #2, Red Dye, Off-Road ULSD	GAL	0.05500							
7	X1 Pipeline Additive, or Equivalent	GAL	0.02000							
	Customer Specific Fuel Additives:		LSMD List Price	% Markup	Discount					TOTAL CHARGE PER FUEL GALLON
8	Power Service Additive, Clear Diesel at 1:1000 Ratio	GAL	0.03290	20.000000%	0.00000				\$	0.099480
9	Power Service Additive, Diesel Kleen at 1:1500 Ratio	GAL	0.01930	20.000000%	0.00000				\$	0.023160
10	Power Service Additive Supplement at 1:1500 Ratio	GAL	0.01830	20.000000%	0.00000				\$	0.021960
11	Power Service Additive, Artic Express at 1:1500 Ratio	GAL	0.01990	20.000000%	0.00000				\$	0.016680
12	Power Service Additive, BloKleen at 80 oz: 1600 Ratio	GAL	0.04594	20.000000%	0.00800				\$	0.055128

Discount for prompt payment: N/A % Net 20 (Calendar Days)

Respondent: John Moore Oil Co.

X Josh Moore Date 8-14-15

Signature

REVISED ATTACHMENT J

TRANSPORT DELIVERED
PRICING-4,001 GALLONS OR MORE

ITEM NO.	ITEM AND SPECIFICATION	Unit	State of Mo Tax	MUST FEE	LUST FEE	MD INSP. FEE	KS INSP. FEE	FED OIL SPILL FEE	MARGIN COST ABOVE RACK	TOTAL CHARGE PER GAL--4,001 Gallons or More
11	Gasoline, Unleaded, 87 Octane, 10% Ethanol Blend	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00171	0.05000	0.22601
12	Gasoline, Unleaded, 89 Octane, 10% Ethanol Blend	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00171	0.05000	0.22601
13	Gasoline, Unleaded, 91 Octane, 10% Ethanol Blend	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00171	0.05000	0.22601
14	Diesel Fuel, Clear, #1, ULSD	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00190	0.05000	0.22620
15	Diesel Fuel, Clear, #2, ULSD	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00190	0.05000	0.22620
16	Diesel Fuel #2, Red Dye, Off-Road ULSD	GAL	0.00500							
17	X1 Pipeline Additive, or Equivalent	GAL	0.02500							
Customer Specific Fuel Additives:			LSMO List Price	% Markup	Discount					
18	Power Service Additive, Clear Diesel at 1:1000 Ratio	GAL	\$ 0.03290	20.00000%	0.00000				\$	0.099480
19	Power Service Additive, Diesel Kleen at 1:1500 Ratio	GAL	\$ 0.01930	20.00000%	0.00000				\$	0.023150
110	Power Service Additive Supplement at 1:1500 Ratio	GAL	\$ 0.01830	20.00000%	0.00000				\$	0.021950
111	Power Service Additive, Arctic Express at 1:1500 Ratio	GAL	\$ 0.01390	20.00000%	0.00000				\$	0.016680
112	Power Service Additive, BioKleen at 80 oz: 1600 Ratio	GAL	\$ 0.04594	20.00000%	0.00000				\$	0.095128
113	Split-Load Charge	Load	\$100.00							
114	Split-Load Delivery Charge	Load	\$100.00							

Discount for prompt payment: N/A % Net 20 (Calendar Days)

Respondent: John Moore Oil Co

[Signature]
Signature

x 8-14-15
Date

REVISED ATTACHMENT K

SUPPLIER RACK PRICE SHEET

Date 7/31/2015

Supplier	Terminal	10% Ethanol Unleaded 87 Octane	10% Ethanol Unleaded 89 Octane	10% Ethanol Unleaded 91 Octane	Diesel Fuel, Clear: #1, ULSD	Diesel Fuel, Clear: #2, ULSD	#2 Red Dye Off-Road ULSD
P66 Unbranded Contract	Phillips 66	\$ 1.8326	\$ 2.1336	\$ 2.3486	N/A	\$ 1.6004	\$ 1.6039
Coffeyville Resources	Magellan	\$ 1.8326	\$ 2.1336	\$ 2.3486	\$ 1.8131	\$ 1.6331	\$ 1.6366
Growmark	Magellan	N/A	N/A	N/A	\$ 1.9116	\$ 1.6511	\$ 1.6546
Sinclair Branded	Sinclair	\$ 1.9560	\$ 2.2460	\$ 2.5560	\$ 1.9450	\$ 1.6650	\$ 1.6675
Phillips 66 Branded	Phillips 66	\$ 1.9704	\$ 2.2719	\$ 2.4881	N/A	\$ 1.6735	\$ 1.6786
		\$ /Gal	\$ /Gal	\$ /Gal	\$ /Gal	\$ /Gal	\$ /Gal

Respondent: John Moore Oil Co

X John Moore x 8-14-15

Date

Signature

INSURANCE REQUIREMENTS:

CERTIFICATE OF INSURANCE: The Contractor shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Contractor shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the Insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all Insuring policies applicable to the project. The cost of such insurance shall be included in the Contractor's bid.

NOTICE OF CLAIM: The Contractor shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it:

- Is licensed to do business in the State of Missouri;
- Carries a Best's policyholder rating of "A" or better;
- Carries at least a Class VII financial rating.

OR

Is a company mutually agreed upon by the City and the Contractor.

SUB-CONTRACTOR'S INSURANCE: If any part of the contract is to be sublet, the Contractor shall either:

Cover all sub-contractors in the Contractor's liability insurance policy or,

Require each sub-contractor not so covered to secure insurance in the minimum amounts required of the Contractor and submit such certificates to the City as outlined herein.

SELF-INSURED RETENTIONS/DEDUCTIBLES: Any Contractor that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City, such amounts shall be the sole responsibility of the Contractor. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Contractor for such assumed limits.

COMMERCIAL GENERAL LIABILITY POLICY:

Limits:

Each occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
General Aggregate	\$1,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

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

- Any Auto
- OR
- All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:	\$500,000
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City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

WORKERS' COMPENSATION: This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor shall also be protected against claims for Injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$100,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$100,000 Each Employee

GENERAL INSURANCE PROVISIONS:

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Contractor nor has the City assessed the risk that may be applicable to the Contractor.
- 2) The Contractor's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Contractor.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Contractor with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverage's and identifying the City of Lee's Summit as an "additional insured" on the general liability policy. This inclusion shall not make the City a partner or joint venture with the contractor in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

INSURANCE REQUIREMENTS FOR TANK LEASING: The successful contractor is required to maintain a current Certificate of Insurance per the Insurance Requirements listed herein throughout the entire contract period until the time the tanks are removed.

All leased tanks provided by the successful contractor shall conform to current U.S. Environmental Protection Agency and Missouri Department of Natural Resources environmental laws and regulations concerning spill containment. Leased tanks and installation shall also meet all State and Local Codes for the City of Lee's Summit (including the 2006 International Fire Code).

Direct physical damage to the three (3) leased fuel tanks, to the extent not caused by the negligence of the City of Lee's Summit, and excluding normal wear and tear, will remain the responsibility of the successful contractor. The contractor may, at its own expense, insure the tanks at all times and against all hazards including but not limited to: fire, theft and extended coverage insurance. No such loss, damage, theft or other destruction of the tanks, in whole or in part, shall impair the obligations of the contractor under this Agreement, all of which shall continue in full force and effect.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

GENERAL TERMS AND CONDITIONS
GENERAL INSTRUCTIONS CONCERNING IFB's/BID's

1. **AWARD.** The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
 - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
 - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
 - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
 - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
 - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
 - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
 - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
 - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
 - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
 - J Specification sheets **MUST** be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
5. **SUBMISSION OF BIDS.**
 - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the invitation for bid, before the open date and time.
 - B Emailed or faxed bids will not be considered unless authorized by the invitation.
 - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the invitation.
 - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
 - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/solicitation official opening date and time specified.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the invitation for bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
9. **BONDS.** Bonds 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 FPRB or better financial performance rating per the current A.M. Best Company ratings.)
 - A **BID DEPOSITS (BONDS).**

Bid Deposit Not Required .

Bid Deposit Required as stipulated in the "Invitation for Bid".

Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):

 - (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
 - (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
 - (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.
 - B **PERFORMANCE BONDS.**

Performance Bond Not Required .

Performance Bond Required as stipulated in the "Invitation to Bid".

Note the following:

 - (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.

- (2) Date of bonds shall be the same as the date of City's execution of the contract.
 - (3) Performance Bond shall be in the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
 - (4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
 - (5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.
10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.
11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.
13. **AWARD OF CONTRACT.**
- A **BASIS OF AWARD.**
- (1) Only firm bids will be considered.
 - (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
 - (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
 - (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.
- B **EVALUATION OF BIDS.**
- (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
 - (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
 - (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
 - (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.
- C **NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.
14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.
16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.
17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.
18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the Invitation to bid).

CONTRACTUAL REQUIREMENTS.**GENERAL CONTRACTUAL REQUIREMENTS.****1. DEFINITIONS.**

- A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
- B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
- C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
- D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
- F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
- G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
- H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.

2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.

3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.

4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.

5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
7. **GENERAL GUARANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor 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 Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
13. **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 will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
20. **INDEMNITY AND HOLD HARMLESS.** Contractor 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 Contractor, his sub-contractors, employees or agents, and arising out of services performed by Contractor, his sub-contractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
21. **SUB-CONTRACTS.**
 - A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
 - B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
 - C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
 - D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.
22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one of the following four (4) methods will be employed. The method applicable to this contract will be checked below:
- A The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- B The contract shall consist of a **YEARLY CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- C The contract shall consist of a **ONE-TIME CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- D Five copies of the Contract.
- (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
- (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
- (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.
26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 38 below.
27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
28. **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)).
29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C. Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. **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 Contractor 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.
33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State 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 debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
- NOTE TO BIDDERS:** THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.
35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
- A **Wage Rate Stipulation** - State of Missouri. If required by the "Invitation to Bid"
- B **Wage Rate Determination** - Federal. If required by the "Invitation to Bid"
- The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.
37. **BUILDING REGULATION, PERMITS AND LAW.**
- A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.
- B Satisfy all current and applicable local codes, ordinances and licensing requirements.
38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.

39. CHANGES IN THE WORK.

- A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
- B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

40. TIMING.

- A Time to Commence Work: Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
- B Time Starts to Run: The Contract Time shall start to run on the date stated in the Notice to Proceed.
- C Time of Contract: Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
- D Excusable Delays: The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
- (1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
 - (2) To any acts of the City.
 - (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
 - (4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.

41. PAYMENTS.

- A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
- B Engineer's Pay Estimates:
- (1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
 - (2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.
 - (3) Engineer may refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.

42. CONTRACTOR'S CERTIFICATE AND RELEASE (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.

43. SURPLUS MATERIALS. The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.

44. ACCIDENT PREVENTION.

- A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.
- B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

45. CONFLICTS. No salaried officer or employee of the City and no member of the City Council or Park Board 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. Contractor 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 Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

46. Davis Bacon Act: The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

Revised by BC-Legal approval 11/26/2014

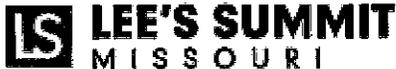
Tarah Daugherty

From: Mark Stinson
Sent: Wednesday, August 24, 2016 3:27 PM
To: Tarah Daugherty
Subject: RE: 2015-103 Various Fuel Products & Related Services Renewal Time

Yes please renew.

Yours Truly,

Mark Stinson, CPFP | Fleet Manager
1971 SE Hamblen Rd. | Lee's Summit, MO 64082
816.969.1061 | cityofLS.net | Mark.Stinson@cityofls.net

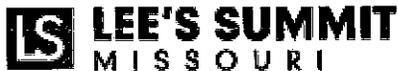


From: Tarah Daugherty
Sent: Wednesday, August 24, 2016 3:25 PM
To: Mark Stinson
Subject: 2015-103 Various Fuel Products & Related Services Renewal Time

Hi Mark. Subject Contract expires on 10/18/2016 & is up for the first of 4 renewals. Ok to proceed?

Yours Truly,

Tarah Daugherty | Procurement Officer II
220 SE Green Street | Lee's Summit, MO 64063
816.969.1085 | cityofLS.net | Tarah.Daugherty@cityofls.net



Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 23

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, 2016

Last Date Objections May Be Filed: April 11, 2016

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			\$36.44	52	53	\$24.58
Boilermaker	7/16		\$35.93	57	7	\$28.33
Bricklayer and Stone Mason	6/16		\$34.35	58	39	\$18.72
Carpenter	6/16		\$37.25	63	68	\$16.10
Cement Mason			\$31.24	65	4	\$18.54
Communication Technician			\$33.65	47	72	\$16.26 + 10%
Electrician (Inside Wireman)			\$36.69	13	72	\$16.95 + 10%
Electrician (Outside-Line Construction/Lineman)			\$41.52	125	65	\$5.00 + 34.5%
Lineman Operator			\$38.37	125	65	\$5.00 + 34.5%
Groundman			\$26.76	125	65	\$5.00 + 34.5%
Elevator Constructor	7/16	a	\$44.515	26	54	\$31.531
Glazier			\$33.12	88	32	\$16.68
Ironworker	6/16		\$32.00	50	4	\$26.45
Laborer (Building):						
General	6/16		\$27.15	30	4	\$15.45
First Semi-Skilled	6/16		\$27.55	30	4	\$15.45
Second Semi-Skilled	6/16		\$27.95	30	4	\$15.45
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/16		\$34.97	46	67	\$16.10
Marble Mason			\$34.24	25	4	\$14.18
Marble Finisher			\$24.11	25	4	\$8.85
Millwright			USE CARPENTER RATE			
Operating Engineer						
Group I	8/16		\$38.44	85	4	\$16.02
Group II	8/16		\$37.63	85	4	\$16.02
Group III	8/16		\$32.08	85	4	\$16.02
Group III-A	8/16		\$36.29	85	4	\$16.02
Group IV						
Group V	8/16		\$33.68	85	4	\$16.02
Painter	6/16		\$28.54	37	4	\$16.56
Pipe Fitter			\$43.08	2	33	\$19.57
Plasterer			\$31.60	68	4	\$16.25
Plumber	6/16		\$42.64	45	33	\$21.04
Pile Driver			USE CARPENTER RATE			
Roofer \ Waterproofer	6/16		\$32.55	95	2	\$17.09
Sheet Metal Worker	8/16		\$40.20	17	22	\$21.71
Sprinkler Fitter - Fire Protection			\$35.74	14	4	\$18.97
Terrazzo Worker			\$34.24	25	4	\$14.18
Terrazzo Finisher			\$24.11	25	4	\$8.85
Tile Setter			\$34.24	25	4	\$14.18
Tile Finisher			\$24.11	25	4	\$8.85
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

**Annual Incremental Increase

**REPLACEMENT PAGE
JACKSON COUNTY
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 (11th) and twelfth (12th) 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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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.

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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 \$27.04 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 \$1.29 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.

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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.

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NO. 100: Means eight (8) hours shall constitute a day's work, and five (5) continuous eight-hour days shall constitute a week's work, Monday through Friday. Time and one-half (1½) the regular hourly rate shall be paid for all work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week. Starting time shall be between 6:00 a.m. and 9:00 a.m. All work over eight (8) hours in a regular 5-day 8-hour schedule shall be at the appropriate overtime rate. All time worked before the regular scheduled starting time shall be paid for at the rate of time and one-half (1½) and shall not apply to regular shift. All time worked after eight (8) hours in any one day or after 5:30 p.m., whichever comes first, shall be paid at the time and one-half (1½) rate. An Employer, at his option, may elect to work four (4) ten (10) hour days, Monday through Thursday, at straight time. All such work must be done at least one week in duration. All work over ten (10) hours in one day or forty (40) hours in a week shall be at the overtime rate. Any employee who is scheduled to work on any regular work day but is prevented from working because of weather conditions, shall be permitted to work on Saturday (Friday if working 4-10's) as a make-up day at the straight time rate of pay. When an employee is required to work on any recognized holiday they shall receive the double (2) time rate for all time that they are required to perform work. All time worked from 12:00 Midnight Saturday to 12:00 Midnight Sunday shall be paid for at the rate of double (2) time on single shift.

NO. 125: 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.

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HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday and holidays falling on Sunday will be observed on the following Monday.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 22: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid at the double (2) time rate of pay.

NO. 32: All work performed for the Friday and Saturday following Thanksgiving shall be paid at the time and one-half (1½) rate of pay. All work performed on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be observed and when one of the above holidays falls on Saturday, the preceding Friday shall be observed.

NO. 33: All work done on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Labor Day shall be paid at the triple (3) time rate of pay. If the holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed.

NO. 39: No work shall be done on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. Any of these holidays falling on Sunday, the following Monday shall be a holiday, and any of these holidays falling on Saturday, the preceding Friday shall be a holiday.

NO. 49: 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. 53: All work done on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day or days observed as such for these holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except in special cases of emergency, and then the rate of pay shall be at three (3) times the regular rate of pay. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	\$37.25	1	17	\$16.10
Cement Mason		\$31.12	3	2	\$16.20
Electrician (Outside-Line Construction/Lineman)		\$41.52	18	24	\$5.00 + 34.5%
Lineman Operator		\$38.37	18	24	\$5.00 + 34.5%
Lineman - Tree Trimmer		\$21.64	31	30	\$5.00 + 27.5%
Groundman		\$26.76	18	24	\$5.00 + 34.5%
Groundman - Tree Trimmer		\$17.50	31	30	\$5.00 + 27.5%
Laborer					
General Laborer	6/16	\$29.14	3	2	\$14.77
Skilled Laborer	6/16	\$30.35	3	2	\$14.77
Millwright	6/16	\$37.25	1	17	\$16.10
Operating Engineer					
Group I	6/16	\$35.82	3	2	\$15.99
Group II	6/16	\$34.78	3	2	\$15.99
Group III	6/16	\$34.78	3	2	\$15.99
Group IV	6/16	\$30.31	3	2	\$15.99
Oiler-Driver	6/16	\$33.66	3	2	\$15.99
Pile Driver	6/16	\$37.25	1	17	\$16.10
Traffic Control Service Driver		\$28.54	FED		\$14.57
Truck Driver-Teamster					
Group I	6/16	\$30.89	3	2	\$14.45
Group II	6/16	\$30.89	3	2	\$14.45
Group III	6/16	\$30.89	3	2	\$14.45
Group IV	6/16	\$30.89	3	2	\$14.45

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**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. 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. 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.