

**TENTATIVE AGENDA**  
**RAYTOWN BOARD OF ALDERMEN**  
**MAY 7, 2019**  
REGULAR SESSION No. 2  
RAYTOWN CITY HALL  
10000 EAST 59<sup>TH</sup> STREET  
RAYTOWN, MISSOURI 64133  
7:00 P.M.

**OPENING SESSION**

Invocation/Pledge of Allegiance  
Roll Call

Proclamations/Presentations

- A Proclamation recognizing National Police Week

Public Comments  
Communication from the Mayor  
Communication from the City Administrator  
Committee Reports

**STUDY SESSION**

Parks & Recreation Presentation

**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 April 16, 2019 Board of Aldermen meeting minutes.

**REGULAR AGENDA**

**NEW BUSINESS**

2. **FIRST READING: Bill No. 6502-19, Section XIII. AN ORDINANCE DECLARING A NINE (9) MONTH MORATORIUM ON THE ACCEPTANCE, PROCESSING AND ISSUANCE OF BUSINESS LICENSE APPLICATIONS, BUILDING PERMITS, OCCUPANCY PERMITS, PACKAGE LIQUOR LICENSES AND DEVELOPMENT APPROVAL APPLICATIONS FOR LIQUOR STORES, SMOKE SHOPS, AND CONVENIENCE STORES AND SIMILAR USES WITHIN NEIGHBORHOOD COMMERCIAL ZONED DISTRICTS WITHIN THE CITY OF RAYTOWN.** Point of Contact: Missy Wilson, Assistant City Administrator.
3. **R-3201-19: A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND MIZE HOUSER & COMPANY, P.A. FOR THE PERFORMANCE OF PROFESSIONAL AUDIT SERVICES AND THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$22,890.00 FOR FISCAL YEAR 2018-2019.** Point of Contact: Russ Petry, Finance Director.

4. **R-3202-19: A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH SAK CONSTRUCTION, LLC FOR THE INFILTRATION & INFLOW REDUCTION & REHABILITATION PROJECT, EAST SEWER BASIN IN A TOTAL AMOUNT NOT TO EXCEED \$177,969.00 FOR FISCAL YEAR 2018-2019. Point of Contact: Damon Hodges, City Administrator.
5. **R-3203-19: A RESOLUTION** AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF LEATH & SONS, INC. FOR EMERGENCY SANITARY SEWER REPAIRS AT 10200 E. 85th TERRACE IN AN AMOUNT NOT TO EXCEED \$15,080.00. Point of Contact: Damon Hodges, City Administrator.
6. **R-3204-19: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE TWO (2) STAINLESS- STEEL AUGUR SPREADERS FROM AMERICAN EQUIPMENT COMPANY OFF THE CITY OF KANSAS CITY MISSOURI COOPERATIVE PURCHASE CONTRACT IN AN AMOUNT NOT TO EXCEED \$35,000.00. Point of Contact: Damon Hodges, City Administrator.
7. **R-3205-19: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF A 2020 FORD EXPLORER FROM SHAWNEE MISSION FORD, INC. OFF THE JOHNSON COUNTY KANSAS COOPERATIVE PURCHASING CONTRACT IN AN AMOUNT NOT TO EXCEED \$35,000.00. Point of Contact: Damon Hodges, City Administrator.
8. **R-3206-19: A RESOLUTION** AUTHORIZING AND APPROVING PARTICIPATION BY THE CITY IN THE CLICK IT OR TICKET ENFORCEMENT CAMPAIGN AND AUTHORIZING AN APPLICATION THROUGH THE MISSOURI DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY & TRAFFIC DIVISION. Point of Contact: Randy Hudspeth, Interim Police Chief.
9. **R-3207-19: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF A SINGLE-AXLE DUMP TRUCK BODY, PLOW, SPREADER AND HYDRAULICS FROM AMERICAN EQUIPMENT COMPANY OFF THE CITY OF KANSAS CITY MISSOURI COOPERATIVE PURCHASE CONTRACT IN AN AMOUNT NOT TO EXCEED \$78,546.00. Point of Contact: Damon Hodges, City Administrator.
10. **R-3208-19: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF A 2020 INTERNATIONAL TRUCK CHASSIS HV507 FA FROM SUMMIT TRUCK GROUP OFF THE JOHNSON COUNTY KANSAS COOPERATIVE PURCHASE CONTRACT IN AN AMOUNT NOT TO EXCEED \$86,454.00. Point of Contact: Damon Hodges, City Administrator.

## ADJOURNMENT

# Raytown Parks & Recreation Department



**Parks/Storm Water  
Sales Tax Proposal**

**November 5, 2019  
Election**

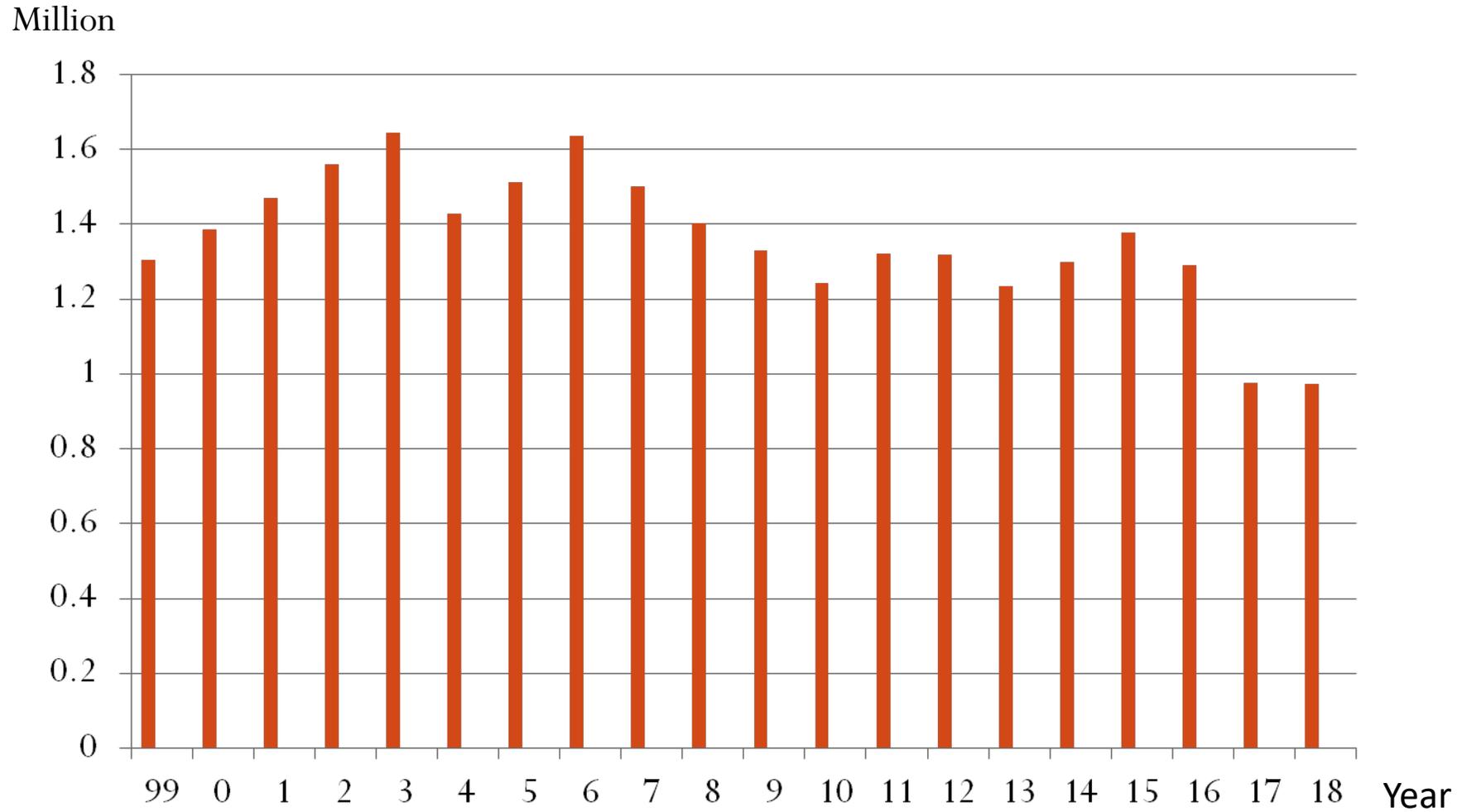
# Current Parks/Storm Water Sales Tax

1/8 cent passed in August 2010 with a 10 Year Sunset.

Parks/Storm Water Sales Tax will expire after August 2020.

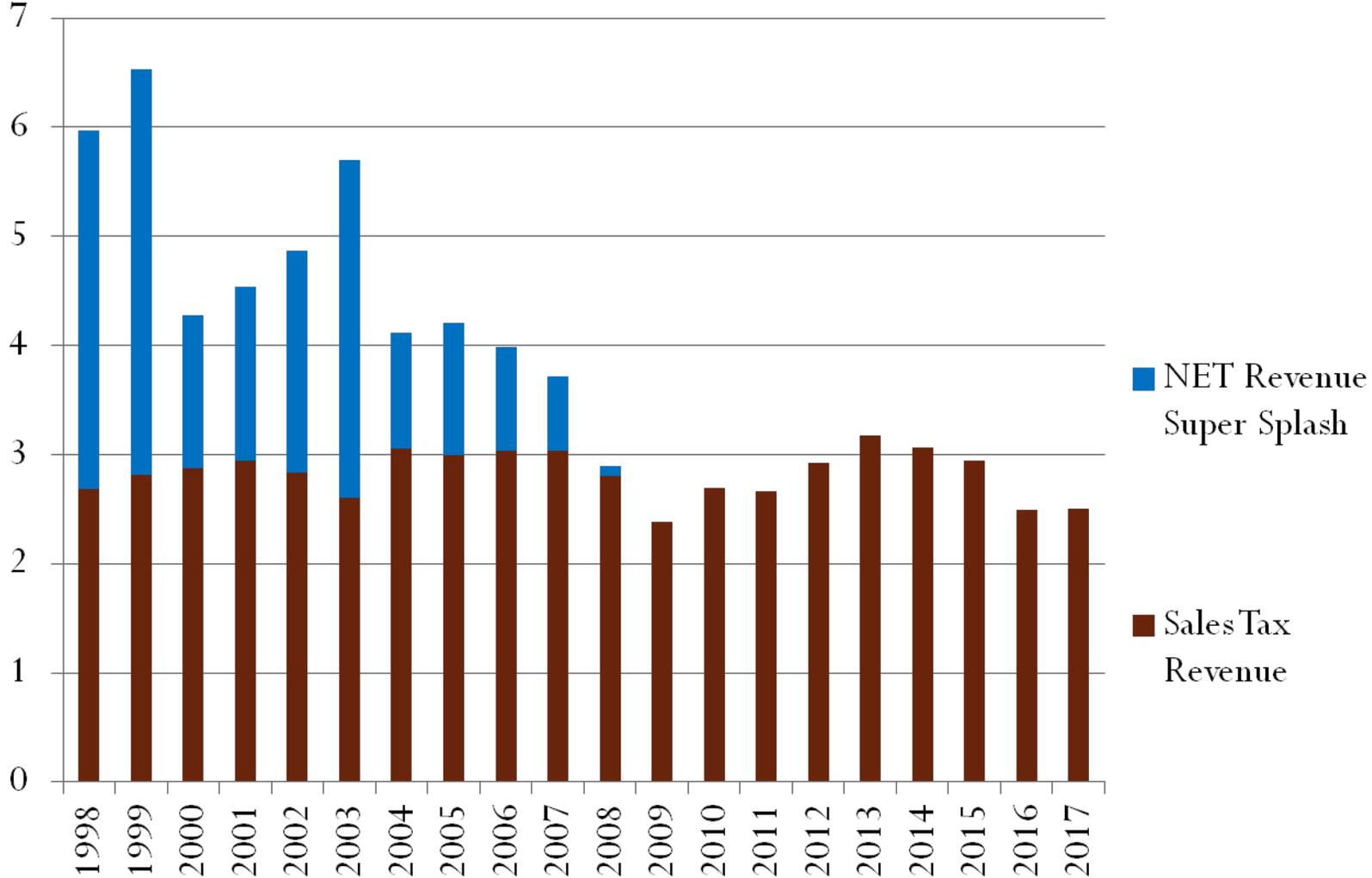
The Parks Department would like approval from the Alderman to be on the November 5<sup>th</sup> ballot in 2019.

# Raytown Parks Revenue History 1999-2018



# Parks Funding History 1998-2017

Per \$100,000



# Expense Budget Comparison

	1995 Actual	2019 Budgeted
Total Expenses:	\$1,165,697	\$1,047,733
Staffing	: \$358,591	
\$647,301		
Operations	: \$596,128	
\$349,532		
Capital Improvements	: \$210,978	\$50,900
Revenue Budget:	\$1,215,735	\$994,600
Park Reserve Fund:	\$1,387,310	\$891,202

# Cost of Sales Tax to Each Citizen

Breakdown of 1/8 cent sales tax:

\$410,000 collected

29,000 citizens

\$14.13 per year

\$1.18 per month

Increasing the Parks Sales Tax to ¼ cent will create the most “bang for the buck” for citizens by reaching those who: desire safe areas for children, beautification of our City, enjoy arts & music, protect green areas for public use, appreciate fellowship with others, want more opportunities for involvement in City activities.

## Parks/Storm Water Sales Tax with TIF-EATS Forecast

### 2019 Budget

1/8 cent Revenue 18/19 budget	Budget	Storm Water
FY Parks/Storm Water Cap Sales Tax	\$410,000	
TIF-EATS	\$51,600	
Parks Storm Water Split 75-25	\$358,400	
<b>Parks FY 18-19 NET</b>	<b>\$277,000</b>	<b>\$81,400</b>

### 2020 Budget-Projected

1/4 cent Revenue 19/20 budget	Budget	Storm Water
FY Parks/Storm Water Cap Sales Tax	\$820,000	
TIF-EATS 10%	\$82,000	
Parks Storm Water Split 80-20	\$738,000	
<b>Parks FY 19-20 NET</b>	<b>\$590,400</b>	<b>\$147,600</b>

# What will funds be spent for?

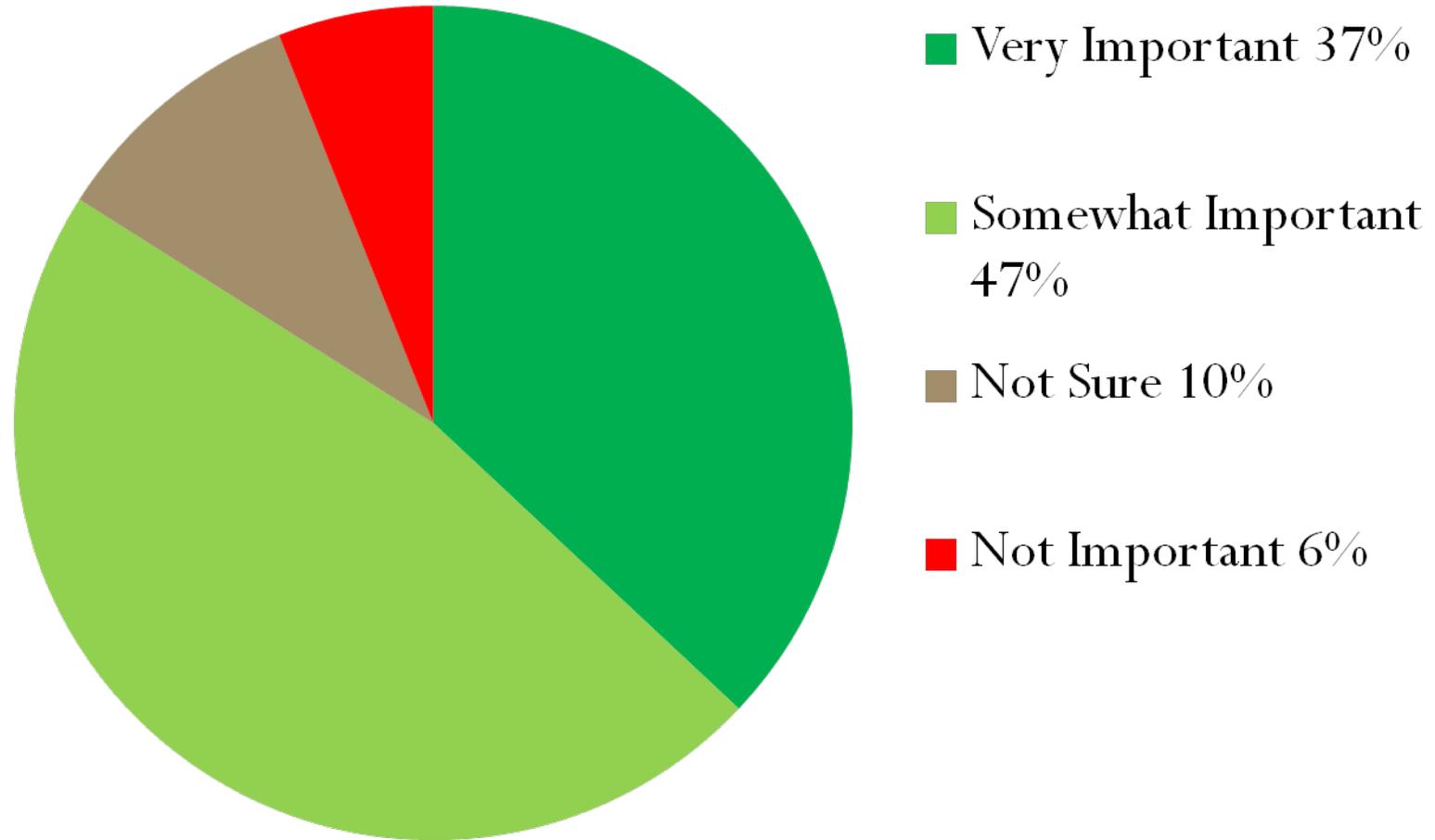
- Deferred Maintenance on all Parks - Repairs, renovations, and replacements to Raytown's parks structures, trails and recreation facilities.
- Developing a solution for the Super Splash Property.
- Parks Strategic Plan goals & objectives, Park Amenities- Dog Park, Splash Pad, and redevelopment, playgrounds, signage, etc.
- Continuing Right of Way Beautification originated by the 1/8 cent sales tax in 2003.

# What Projects?

- Colman- New restrooms, replace playground, resurface basketball court
- Kenagy-Tennis courts, restrooms, pond wall
- Minor-Smith-Trail overlay, tennis court overlay
- Southwood-Playground, lighting, asphalt overlay
- Krister-Replace playgrounds, ball fields, trail overlay
- Repurpose site of Super Splash, dog park, Spray ground
- North East Raytown Park
- Ongoing maintenance and up dating shelter houses at all parks and right of way beautification

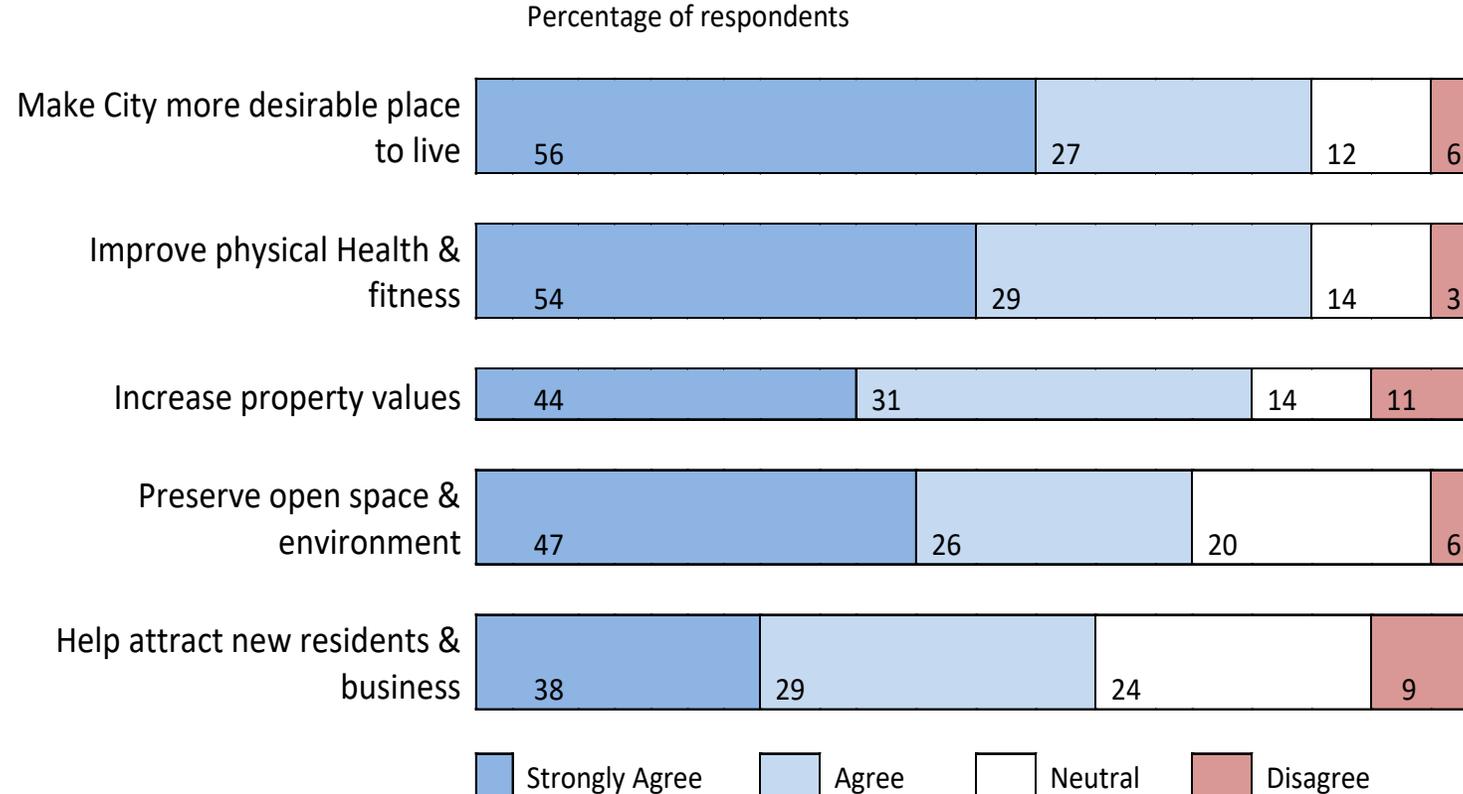
# Citizen Survey of Parks

## Survey results of 2016 Parks Master Plan



# Survey Results From Raytown Citizens

## Agreement with Benefits Provided by Parks Trails, and Recreation Facilities



# Looking Ahead

- Citizens support their parks. Surveys show citizens support an increase if they see the direct benefits for themselves and their families.
- The alternatives to funding the Parks at a sustainable level is further deterioration and allowing direct liabilities to accumulate.



**DRAFT  
MINUTES**

**TENTATIVE AGENDA**  
**RAYTOWN BOARD OF ALDERMEN**  
**APRIL 16, 2019**  
**REGULAR SESSION NO. 51**  
RAYTOWN CITY HALL  
10000 EAST 59<sup>TH</sup> STREET  
RAYTOWN, MISSOURI 64133  
**7:00 P.M.**

**OPENING SESSION**

Mayor Michael McDonough called the April 16, 2019 Board of Aldermen meeting to order at 7:00 p.m. and Rex Block provided the invocation and led the pledge of allegiance.

**Roll Call**

Present: Alderman Frank Hunt, Alderman Jason Greene, Alderman Mark Moore, Alderman Bill Van Buskirk, Alderman Derek Ward, Alderman Karen Black, Alderman Jim Aziere, Alderman Ryan Myers, Alderman Steve Meyers, Alderman Bonnaye Mims

Absent: None

**Proclamations/Presentations**

Mayor McDonough presented proclamations recognizing:

- Jacob Dodd-Raytown South High School
- National Public Safety Telecommunicators Week
- Alderman Ryan Myers for his service as Acting President of the Board of Aldermen during 2018-2019

**Public Comments**

Tony Jacob, Raytown MO, spoke regarding items on the meeting agenda, alderman conduct and ordinances.

**Communication from the Mayor**

Mayor McDonough thanked Aldermen Meyers, Moore and Black for their service on the Board.

**Communication from the City Administrator**

Damon Hodges, City Administrator, provided an update on the City's current projects and plans.

**Committee Reports**

Alderman Ward reported on the recent Park Board meeting.

Alderman Greene spoke regarding the service of Aldermen Black, Moore and Meyers.

Alderman Mims spoke regarding the service of Aldermen Black, Moore and Meyers.

Alderman Hunt spoke regarding the 2019 Senior Expo.

Alderman Black spoke regarding her service as an Alderman.

Alderman Mims spoke regarding Jacob Dodd's accomplishments.

Alderman Meyers spoke regarding the street sweeper unveiling.

## 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 April 9, 2019 Board of Aldermen meeting minutes.

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

Ayes: Aldermen Mims, Black, Aziere, Greene, Meyers, Myers, Ward, Hunt, Van Buskirk, Moore  
Nays: None

## REGULAR AGENDA

### OLD BUSINESS

2. Public Hearing: A public hearing to consider a Conditional Use Permit for property located at 9003 E. 87<sup>th</sup> Street.

2a. **SECOND READING: Bill No. 6500-19, Section XIII. AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO REMOVE AN EXISTING MONUMENT SIGN AND CONSTRUCT A NEW MONUMENT SIGN AT THE SAME LOCATION AT THE PROPERTY LOCATED AT 9003 E 87<sup>th</sup> STREET.** Point of Contact: Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, remained available for any discussion.

There was no discussion.

Mayor McDonough closed the public hearing.

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

Ayes: Aldermen Mims, Aziere, Myers, Moore, Black, Meyers, Greene, Hunt, Van Buskirk, Ward  
Nays: None

**Became Ordinance No. 5601-19**

## 3. REPORT OF CERTIFIED ELECTION RESULTS FOR CANDIDATES FROM THE APRIL 2, 2019 ELECTION

★ A motion to accept the certified election results as read by the City Clerk is in order.

Alderman Van Buskirk recused himself from this item and left the dais at 7:45 p.m.

Teresa Henry, City Clerk, remained available for any discussion.

Alderman Mims, seconded by Alderman Moore, made a motion to accept the certified election results. The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Mims, Moore, Meyers, Greene, Myers, Aziere, Hunt, Black, Ward

Nays: None

Absent: Alderman Van Buskirk

Mayor McDonough called Aldermen Black, Moore and Meyers to the podium.

Alderman Van Buskirk returned to the dais at 7:49 p.m.

### **PRESENTATION TO OUTGOING ALDERMEN**

Mayor McDonough presented proclamations from State Representative Barnes and plaques from the City in recognition of Aldermen Black's, Moore's and Meyers' service to the City.

Alderman Moore spoke regarding his service as an Alderman.

Alderman Meyers spoke regarding his service as an Alderman.

Mayor McDonough spoke regarding his re-election as Mayor.

### **ADMINISTRATION OF OATH OF OFFICE TO NEWLY ELECTED OFFICIALS**

Teresa Henry, City Clerk, swore in the following newly elected officials:

<b>Mayor</b>	<b>Michael McDonough</b>
<b>City Collector</b>	<b>Kathie Schutte</b>
<b>Alderman Ward I</b>	<b>Greg Walters</b>
<b>Alderman Ward II</b>	<b>Jim Aziere</b>
<b>Alderman Ward III</b>	<b>Janet Emerson</b>
<b>Alderman Ward IV</b>	<b>Mary Jane Van Buskirk</b>
<b>Alderman Ward V</b>	<b>Derek Ward</b>

### **ADJOURNMENT – SINE DIE**

- ★ Mayor announces adjournment of the legislative body Sine die, no motion necessary. (Sine die (si-nee [or sin-ay] di-ee) is a Latin term for "without a day." It is a term to describe the finish of the legislative session.)

Mayor McDonough adjourned the meeting Sine Die for a newly elected officials reception.

**TENTATIVE AGENDA**  
**RAYTOWN BOARD OF ALDERMEN**  
**APRIL 16, 2019**  
REGULAR SESSION NO. 1  
RAYTOWN CITY HALL  
10000 EAST 59<sup>TH</sup> STREET  
RAYTOWN, MISSOURI 64133

**OPENING SESSION**

Mayor Michael McDonough called the April 16, 2019 Board of Aldermen meeting to order at 8:51 p.m.

**Roll Call**

Present: Alderman Greg Walters, Alderman Frank Hunt, Alderman Jim Aziere, Alderman Jason Greene, Alderman Ryan Myers, Alderman Janet Emerson, Alderman Mary Jane Van Buskirk, Alderman Bill Van Buskirk, Alderman Bonnaye Mims, Alderman Derek Ward

Absent: None

**LEGISLATIVE SESSION**

**REGULAR AGENDA**

**NEW BUSINESS**

1. **R-3198-19: A RESOLUTION** APPOINTING A MEMBER OF THE BOARD OF ALDERMEN TO THE POSITION OF ACTING PRESIDENT FOR A TERM OF ONE YEAR OR UNTIL A SUCCESSOR IS APPOINTED. Point of Contact: Teresa Henry.

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

Teresa Henry, City Clerk, remained available for any discussion.

Alderman Myers, seconded by Alderman Greene, made a motion to appoint Alderman Bonnaye Mims to the position of Acting President of the Board of Aldermen for a term of one year.

The resolution was discussed.

The motion was approved by vote of 10-0.

Ayes: Aldermen Myers, Greene, Ward, Hunt, Bill Van Buskirk, Mary Jane Van Buskirk, Emerson, Aziere, Mims, Walters

Nays: None

Alderman Mims spoke regarding her appointment as Acting President of the Board of Aldermen.

2. **R-3199-19: A RESOLUTION** AUTHORIZING AND APPROVING THE APPOINTMENT OF JANET EMERSON TO THE PLANNING & ZONING COMMISSION. Point of Contact: Teresa Henry, City Clerk.

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

Teresa Henry, City Clerk, remained available for any discussion.

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

Ayes: Aldermen Walters, Mims, Hunt, Greene, Emerson, Bill Van Buskirk, Ward, Aziere, Myers, Mary Jane Van Buskirk

Nays: None

3. **R-3200-19: A RESOLUTION ESTABLISHING THE RATES FOR MEDICAL, DENTAL AND VISION INSURANCE FOR THE INSURANCE PLAN YEAR FROM JULY 1, 2019 TO JUNE 30, 2020.** Point of Contact: Debbie Duncan, Human Resources Manager.

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

Debbie Duncan, Human Resource Manager, and MRP representatives Terry Norwood and Doreen Hull, remained available for any discussion.

The resolution as discussed.

Alderman Bill Van Buskirk, seconded by Alderman Mims, made a motion to adopt option 1.

Discussion continued.

The motion was approved by a vote of 9-1.

Ayes: Aldermen Bill Van Buskirk, Mims, Aziere, Greene, Mary Jane Van Buskirk, Myers, Ward, Hunt, Emerson

Nays: Alderman Walters

## **DISCUSSION ITEMS**

4. Revenue Enhancement Committee, Alderman Ryan Myers

Alderman Myers presented part one of the item, seeking Board support to form and chair a revenue enhancement committee.

The item was discussed.

Alderman Mims, seconded by Alderman Aziere, made a motion to support Alderman Myers in forming and chairing a revenue enhancement committee. The motion was approved by a vote of 10-0.

Ayes: Aldermen Mims, Aziere, Hunt, Ward, Greene, Emerson, Walters, Mary Jane Van Buskirk, Myers, Bill Van Buskirk

Nays: None

Alderman Myers presented part two of the item regarding a local parks/storm water control sales tax.

The item was discussed.

Alderman Myers, seconded by Alderman Aziere, made a motion to direct staff to draft an ordinance to renew the current Local Parks/Storm Water Control Sales Tax with a split of 60% for Parks, 30% for Storm Water and 10% at the discretion of the Board of Aldermen annually.

Discussion continued.

Alderman Myers' motion, seconded by Alderman Aziere, was approved by a vote of 7-3.

Ayes: Aldermen Myers, Aziere, Mary Jane Van Buskirk, Bill Van Buskirk, Mims, Hunt, Ward

Nays: Aldermen Greene, Emerson, Walters

5. Rental Regulations, Alderman Ryan Myers

Alderman Myers presented the item.

The item was discussed.

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

Ayes: Aldermen Mims, Myers, Hunt, Ward, Emerson, Greene, Bill Van Buskirk, Walters, Aziere, Mary Jane Van Buskirk

Nays: None

## **ADJOURNMENT**

The meeting adjourned at 10:20 p.m.

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Teresa M. Henry, MRCC  
City Clerk

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

**Date:** May 1, 2019  
**To:** Mayor and Board of Aldermen  
**From:** Missy Wilson, Assistant City Administrator

**Bill No.:** 6502-19  
**Section No.:** XIII

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

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

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

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**Action Requested:** Passage of an ordinance for a nine (9) month moratorium on the processing of applications for new liquor stores, new smoke shops, new convenience stores, new package liquor licenses or the transfer of package liquor licenses.

**Recommendation:** Staff recommends approval of ordinance.

**Analysis:** For the past year, numerous Raytown citizens have contacted City Staff and several Aldermen expressing concerns regarding the number of liquor stores, smoke shops, and convenience stores opening in Neighborhood Commercial Districts throughout Raytown. An analysis of the City's current zoning and licensing regulations, the City's economic development plan and goals, and other pertinent information, especially national, regional, and local economic trends, is required to reach an informed decision as to the propriety and direction of resolving the apparent conflict between the stated intent of the Neighborhood Commercial District and the aforementioned uses.

As a result, the staff recommends imposing a nine (9) month moratorium on processing applications for these businesses so that the ordinances, including the zoning and licensing ordinances, can be evaluated and if necessary amended. The proposed delay would take effect upon passage of the resolution and last until new ordinances are approved or until January 31, 2020, whichever occurs sooner. The Board is also authorized to extend this period of time at a future meeting, if that should be necessary.

The moratorium would not impact the processing of business license renewal applications for these types of businesses, filed after the approval date of the ordinance. Staff would also process any renewal applications for package liquor licenses for these types of businesses, if filed after the approval date of the ordinance, but the businesses must maintain a valid Raytown business license and be issued a renewal package liquor license from the State of Missouri.

Should a business with a package liquor license need to change ownership of the business and keep the business in the same location within Neighborhood Commercial Districts, staff would process the new package liquor license.

**Alternatives:** Continue accepting applications and not direct Staff to evaluate if changes are needed within Neighborhood Commercial Districts to be brought before the Planning & Zoning Commission and Board of Aldermen for consideration and implementation.

**Budgetary Impact:**

Not Applicable

**AN ORDINANCE DECLARING A NINE (9) MONTH MORATORIUM ON THE ACCEPTANCE, PROCESSING AND ISSUANCE OF BUSINESS LICENSE APPLICATIONS, BUILDING PERMITS, OCCUPANCY PERMITS, PACKAGE LIQUOR LICENSES AND DEVELOPMENT APPROVAL APPLICATIONS FOR LIQUOR STORES, SMOKE SHOPS, AND CONVENIENCE STORES AND SIMILAR USES WITHIN NEIGHBORHOOD COMMERCIAL ZONED DISTRICTS WITHIN THE CITY OF RAYTOWN**

**WHEREAS**, the Board of Aldermen of the City of Raytown, Missouri ("Board of Aldermen"), pursuant to its power under §89.020 RSMo, is considering future action as a means to promote the general welfare of its citizens by preserving and improving property values, promoting commerce, as well as maintaining the general character of the community currently existing within the territorial limits of the City of Raytown, Missouri ("City"); and

**WHEREAS**, the Mayor and Board of Aldermen have considered applications for the use of property within the City of Raytown as liquor stores, smoke shops, and convenience stores; and

**WHEREAS**, the Neighborhood Commercial District is intended for miscellaneous retail, wholesale businesses serving consumers and is a typical transition between residential and more intense commercial areas of the City; and

**WHEREAS**, the Board of Aldermen recognized that the City's zoning ordinance and other City ordinances do not grant to the City, to the fullest extent necessary, the authority to regulate these businesses and to make critical and difficult decisions on whether to approve or deny applications for such businesses and also recognized that the staff has not had sufficient time to prepare 1) necessary revisions to the zoning ordinance and 2) an ordinance related to the applicability of licensing provisions to these businesses and, therefore, has instructed staff to revise the zoning ordinance and draft an ordinance related to licensing provisions of these businesses; and

**WHEREAS**, the careful and prudent analysis of the City's stated intent and purpose for the Neighborhood Commercial District juxtaposed to the apparently contrary permitted use of liquor stores, smoke shops and convenience stores in Neighborhood Commercial Districts, including but not limited to an analysis of current building composition and stock, the City's possible and desired future development, the City's current zoning regulations, the City's economic development plan and goals, and other pertinent information, especially national, regional, and local economic trends, is required by the Board of Aldermen to reach an informed decision as to the propriety and direction of resolving the apparent conflict between the stated intent of the Neighborhood Commercial District and the aforementioned contrary use, and to successfully craft an appropriate ordinance to the textual conflict that properly promotes the general welfare of the City's citizens if such action is found to be necessarily subsequent to the Board of Aldermen's analysis; and

**WHEREAS**, the Board of Aldermen, therefore, must prevent the establishment of vested rights or non-conforming businesses that will undermine the effect of pending ordinance amendments before they are adopted, thereby protecting the zoning process and the business licensing regulatory process; and

**WHEREAS**, the Board of Aldermen, also recognizes that it has an equally important duty to fully consider applications for these type of business whenever such applications are consistent with the proposed amendments to the City's zoning ordinance and the pending ordinance related to licensing provisions of these types of businesses, and that is it necessary that the status quo be preserved in the City for the shortest amount of time that will allow the City to fully consider and adopt an amendment to the zoning ordinance and an ordinance related to licensing provisions of these businesses that most rationally achieves the Board of Aldermen's stated objectives; and

**WHEREAS**, it is in the best interest of the citizens to protect and promote property and building values within the City through a coordinated and harmoniously consistent zoning code because such values are inherently tied to the collective stability, peace of mind, and future economic opportunities of the citizens, and therefore the general welfare; and

**WHEREAS**, a nine (9) month moratorium on: (1) the acceptance of development approval applications, and (2) the issuance of building permits, occupancy permits, business licenses, and liquor licenses for liquor stores, smoke shops or convenience stores located in Neighborhood Commercial Districts within the City is necessary to give the Board of Aldermen time to analyze the relevant information to determine the propriety and effects of future action in order to prevent such applicants from obtaining vested rights to operate these types of business that will not conform with the requirements of the pending zoning ordinance amendments and licensing ordinance provisions and that will provide the City with the ability to address these issues as a part of the development approval process, and to develop and pass any needed legislative mechanism related thereto, with the caveat that should the Board of Aldermen determine additional time is needed to complete said analysis or take any necessary action, said moratorium may be further extended.

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

**SECTION 1.** That from and after the passage and approval of this Ordinance (the "Approval Date"), and for a period of 9 months, pertaining to any and all land zoned Neighborhood Commercial within the City of Raytown, Missouri, the City, its officers, officials, agents, and assigns, shall:

- A) Not accept any development approval applications for the intended use of a liquor store, smoke shop or convenience store; and
- B) Not accept any applications for or issue any building permits, occupancy permits, business licenses, or package liquor licenses pertaining to new construction of a liquor store, smoke shop or convenience store; and
- C) Not allow new construction of, continued new construction of, or other new development of a liquor store, smoke shop, convenience store or any similar developments for which a required permit for new construction has not been previously granted to begin or to be continued, unless the structure, construction, or other development had been previously approved by the City, and all other applicable approvals required to be received before a permit for a structure, construction, or other development have been granted, unless an application has already been received by the City initiating the formal process of securing the approvals necessary to commence such activity at a specific location.

**SECTION 2.** That the Board of Aldermen hereby directs that no new business license application, new package liquor license application, new occupancy permit application, building permit, or development approval application for the types of businesses defined in Section 1 of this Ordinance, filed after the Approval Date, shall be processed until the pending amendments to the City's zoning ordinance and ordinances related to licensing provisions for such businesses have been adopted by the Board of Aldermen and are in effect, except for such businesses that obtained a valid business license, occupancy permit, building permit, or development approval prior to the Approval Date, provided that, in no event shall this direction extend beyond January 31, 2020, unless the Board of Aldermen extends the date by majority vote at a duly noticed meeting.

**SECTION 3.** That the Board of Aldermen hereby directs that no new package liquor license application or transfer of package liquor license location application for the types of businesses defined in Section 1 of this ordinance, filed after the Approval Date, shall be processed until the pending amendments to the City's zoning ordinance and an ordinance related to licensing provisions for such businesses have been adopted by the Board of Aldermen and are in effect, except for such businesses that obtained a valid business license, liquor license, occupancy permit, building permit, or development approval prior to the Approval Date, provided that, in no event shall this direction extend beyond January 31, 2020, unless the Board of Aldermen extends the date by majority vote at a duly noticed meeting.

**SECTION 4.** That the Board of Aldermen hereby directs that the renewal of a business license application and package liquor license application for the types of businesses defined in Section 1 of this ordinance, filed after the Approval Date, shall be processed during the pending amendments to the City's zoning ordinance and an ordinance related to licensing provisions for such businesses that have been adopted by the Board of Aldermen.

**SECTION 5.** That the Board of Aldermen hereby directs that renewal of package liquor license applications for the types of businesses defined in Section 1 of this ordinance that shall also maintain a valid Raytown business license and are issued a renewal package liquor license from the State of Missouri during the pending amendment, filed after the Approval Date, shall be processed during the pending amendment to the City's zoning ordinance and an ordinance related to licensing provisions for such businesses that have been adopted by the Board of Aldermen.

**SECTION 6.** That the Board of Aldermen hereby directs any new package liquor license applications filed due to change of ownership for an existing business staying at the same business location within Neighborhood Commercial for the types of businesses defined in Section 1 of this Ordinance, filed after the Approval Date, shall be processed during the pending amendments to the City's zoning ordinance and an ordinance related to licensing provisions for such businesses that have been adopted by the Board of Aldermen.

**SECTION 7.** It shall be unlawful for anyone to begin new construction or continue new construction pertaining to the types of businesses defined in Section 1 of this ordinance during the pending amendment to the City's zoning ordinance and an ordinance related to the licensing provisions for such businesses that have been adopted by the Board of Aldermen.

**SECTION 8.** Any person who fails to comply with the provisions of this Ordinance, and who has been adjudged in violation of this ordinance by a court of competent jurisdiction shall be fined not less than two hundred dollars (\$200). Each day such person is found to have been in violation of this ordinance shall be deemed a separate offense. Nothing in this Section shall be deemed to prohibit the City from seeking any or all alternative relief provided in law or equity, including specifically the City's ability to seek an injunction to preclude a violation hereof.

**SECTION 9.** That, if, upon submission of an application and rejection of that application, an applicant believes that the City's determination not to accept or to process a business license application, building permit, liquor license application, or development approval application for such business is unreasonable, the applicant may file a written appeal of the determination with the City Clerk within five (5) days of the determination. If an appeal is timely and properly filed, the City Clerk shall schedule a hearing before the Board of Aldermen at its next regularly scheduled meeting at which the applicant shall bear the burden of establishing by clear and convincing evidence that the acceptance or processing of the subject application will not undermine the spirit and intent of the pending ordinances. If the Board of Aldermen determines that such action will not undermine the spirit and intent, it shall direct that the application be accepted for processing and/or processed as the case may be.

**SECTION 10.** That upon the filing of an appeal, the City shall establish guidelines for the Board of Aldermen to utilize in determining whether the application, with respect to which an appeal has properly been filed, if approved, will undermine the spirit and intent of the pending ordinances.

**SECTION 11.** 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 12.** This Ordinance shall be in full force and effect from and after the date of its passage and approval.

**SECTION 13.** That this Ordinance is not intended as, and should not be interpreted as, an amendment to the City's zoning ordinance, but is merely direction to staff with respect to the acceptance of and processing of business license applications, building permits, liquor license applications, and development applications for such businesses in the City.

**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 May, 2019.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

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

Approved as to Form:

\_\_\_\_\_  
Jennifer M. Baird, City Attorney

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

**Date:** May 1, 2019  
**To:** Mayor and Board of Aldermen  
**From:** Russ Petry, Finance Director

**Resolution No.:** R-3201-19

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

**Finance Director Approval:** \_\_\_\_\_ (only if funding ids requested)

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



**Action Requested:** Staff requests approval for payment to Mize & Houser Company P.A. for audit services for fiscal year ended October 2018 in the amount of \$22,890.00

**Analysis:** The fiscal audit was completed and presented in April 2019 and services are completed as requested. The total amount budgeted was \$23,890.00

**Budgetary Impact:**

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

Amount: \$22,890.00  
Department: Finance  
Fund: General Fund  
Account: 101-42-00-100-52250

**Additional Reports Attached:** Invoice Attached

**A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND MIZE HOUSER & COMPANY, P.A. FOR THE PERFORMANCE OF PROFESSIONAL AUDIT SERVICES AND THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$22,890.00 FOR FISCAL YEAR 2018-2019**

**WHEREAS**, on October 19, 2016, the City issued a Request for Proposal for professional audit services; and

**WHEREAS**, the City received five (5) responses and determined that the proposal submitted by Mize Houser & Company, P.A. was the most advantageous proposal received; and

**WHEREAS**, pursuant to Resolution R-2919-16, approved by the Board of Aldermen on December 6, 2016, the initial agreement with Mize Houser & Company, P.A. was for audit services for the 2015-16, 2016-17 and 2017-18 fiscal years with two additional one-year optional extensions; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City to approve continuation of the agreement with Mize Houser & Company, P.A. to perform 2017-18 professional audit services and the expenditure of funds in an amount not to exceed \$22,890.00 for fiscal year 2018-2019;

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

**THAT**, the continuation of the Agreement by and between the City of Raytown and Mize Houser & Company, P.A., to perform 2017-18 professional audit services and the expenditure of funds in an amount not to exceed \$22,890.00 for fiscal year 2018-2019 is hereby authorized and approved; and

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

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 7<sup>th</sup> day of May, 2019.

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Michael McDonough, Mayor

ATTEST:

Approved as to Form:

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Teresa M. Henry, City Clerk

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Jennifer M. Baird, City Attorney

**CITY OF RAYTOWN  
Request for Board Action**

**Date:** May 1, 2019  
**To:** Mayor and Board of Aldermen  
**From:** Damon Hodges, City Administrator

**Resolution No.:** R-3202-19

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

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

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

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**Action Requested:** Board of Aldermen approval of the Infiltration & Inflow Reduction & Rehabilitation Project, East Sanitary Sewer Basin low bid of SAK Construction, LLC.

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

**Analysis:** The Public Works Department received two (2) sealed bids that were opened on Tuesday, August 14 at 2:00 p.m. A third company decided not to turn in a bid. SAK Construction, LLC is the lowest, responsive, responsible bidder with a total bid of \$161,790.00 and is being recommended for approval.

This East Basin Sanitary Sewer Shed has been investigated with our flow meters in multiple locations to try to pinpoint areas with the most inflow and infiltration. This project is designed to tighten up the sanitary sewer system to try to keep more rain water & groundwater out of the sewers. This project includes doing point repairs, repairs to private sewer line connections at the sewer main and installing cured-in-place pipe to seal long runs of sewer main.

The base bid was in the amount of \$161,790.00. Staff is requesting purchasing authority up to \$177,969.00 to accommodate for potential change orders. This is an additional 10% of the total bid cost. Construction inspection services will be performed with City staff.

The Sewer Fund has \$240,000.00 budgeted for sewer rehabilitation in Capital Expenditures.

**Alternatives:** Do not do the project and leave the sanitary sewer system as it is.

**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 to Spend: not to exceed \$177,969.00  
Fund: Sanitary Sewer Fund, Capital Expenditures  
501.62.00.100.57000

**Additional Reports Attached:** Location maps, bid results, and bid tabulation.

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH SAK CONSTRUCTION, LLC FOR THE INFILTRATION & INFLOW REDUCTION & REHABILITATION PROJECT, EAST SEWER BASIN IN A TOTAL AMOUNT NOT TO EXCEED \$177,969.00 FOR FISCAL YEAR 2018-2019**

**WHEREAS**, the City of Raytown (the "City") issued an invitation to bid on the Infiltration & Inflow Reduction & Rehabilitation Project, East Sewer Basin; and

**WHEREAS**, the Public Works Department received two (2) bids in response to the invitation and has determined that the bid submitted by SAK Construction, LLC in the amount of \$161,790.00 was the most advantageous bid received; and

**WHEREAS**, the City finds SAK Construction, LLC meets all of the qualifications as the lowest and best bidder for the project; and

**WHEREAS**, the City desires to enter into an agreement with SAK Construction, LLC for the Infiltration & Inflow Reduction & Rehabilitation Project, East Sewer Basin within the City in an amount of \$161,790.00 for such purposes; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$16,179.00 to fund any potential change orders for a total amount not to exceed \$177,969.00.

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

**THAT** the Board of Aldermen find it is in the best interest of the City to enter into an agreement with SAK Construction, LLC in the amount of \$161,790.00 for the Infiltration & Inflow Reduction & Rehabilitation Project, East Sewer Basin within the City, attached hereto as Exhibit "A" and incorporated herein, is hereby authorized and approved; and

**FURTHER THAT**, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$16,179.00 to fund any potential change orders for a total amount not to exceed \$177,969.00; and

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

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 7<sup>th</sup> day of May, 2019.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

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

\_\_\_\_\_  
Jennifer M. Baird, City Attorney



## **BID RESULTS**

### **INFILTRATION & INFLOW REDUCTION & REHABILITATION PROJECT, EAST SEWER BASIN**

**2:00pm, Tuesday, April 9, 2019**

	<b>CONTRACTOR</b>	<b>BASE BID</b>
1.	<b>SAK</b>	<b>\$161,790.00</b>
2.	<b>Insituform Technologies USA, LLC</b>	<b>\$188,819.00</b>

<b>Engineer's Estimate</b>	<b>\$238,168.62</b>
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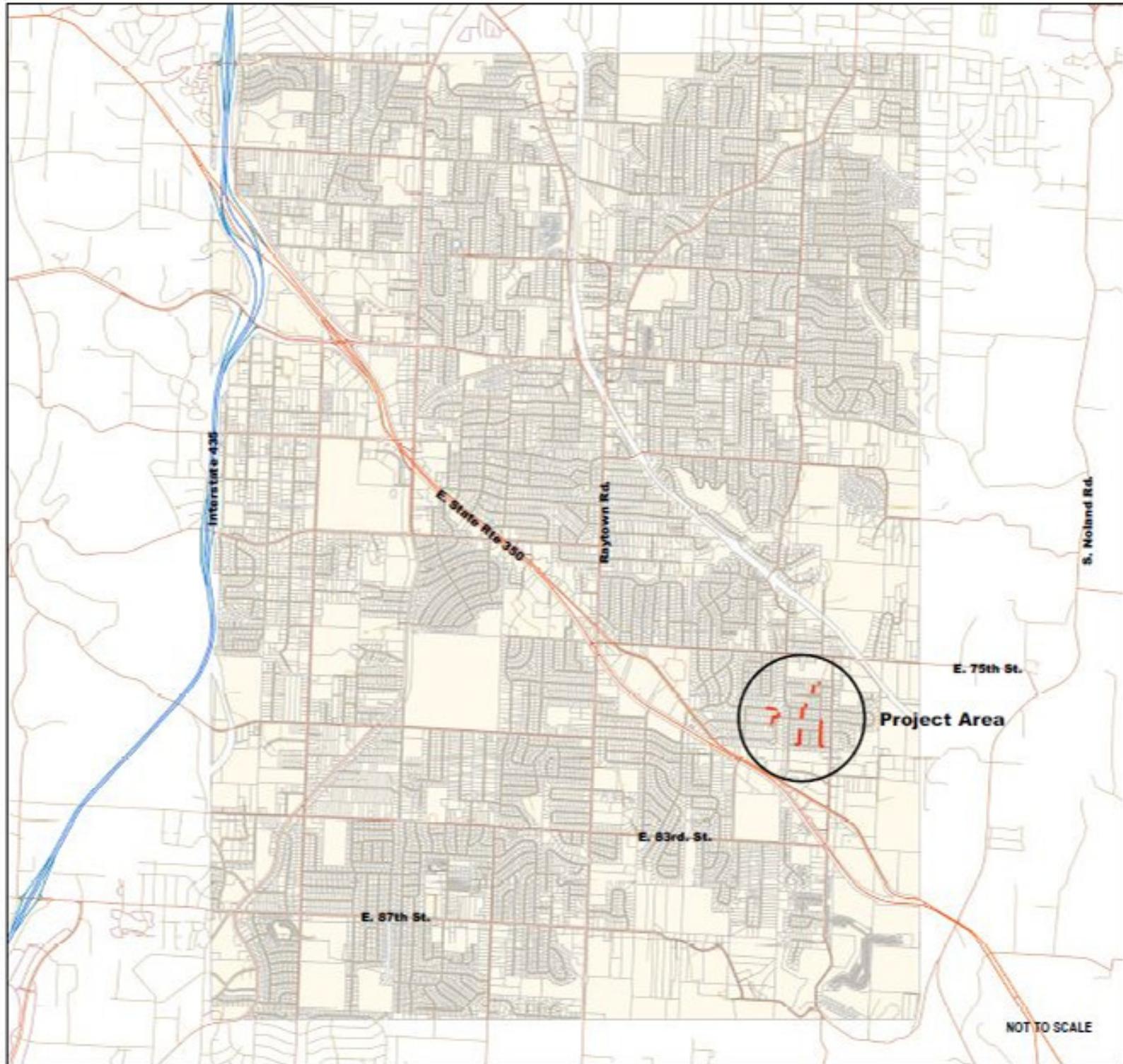
**INFILTRATION & INFLOW REDUCTION & REHABILITATION PROJECT, EAST SEWER BASIN**

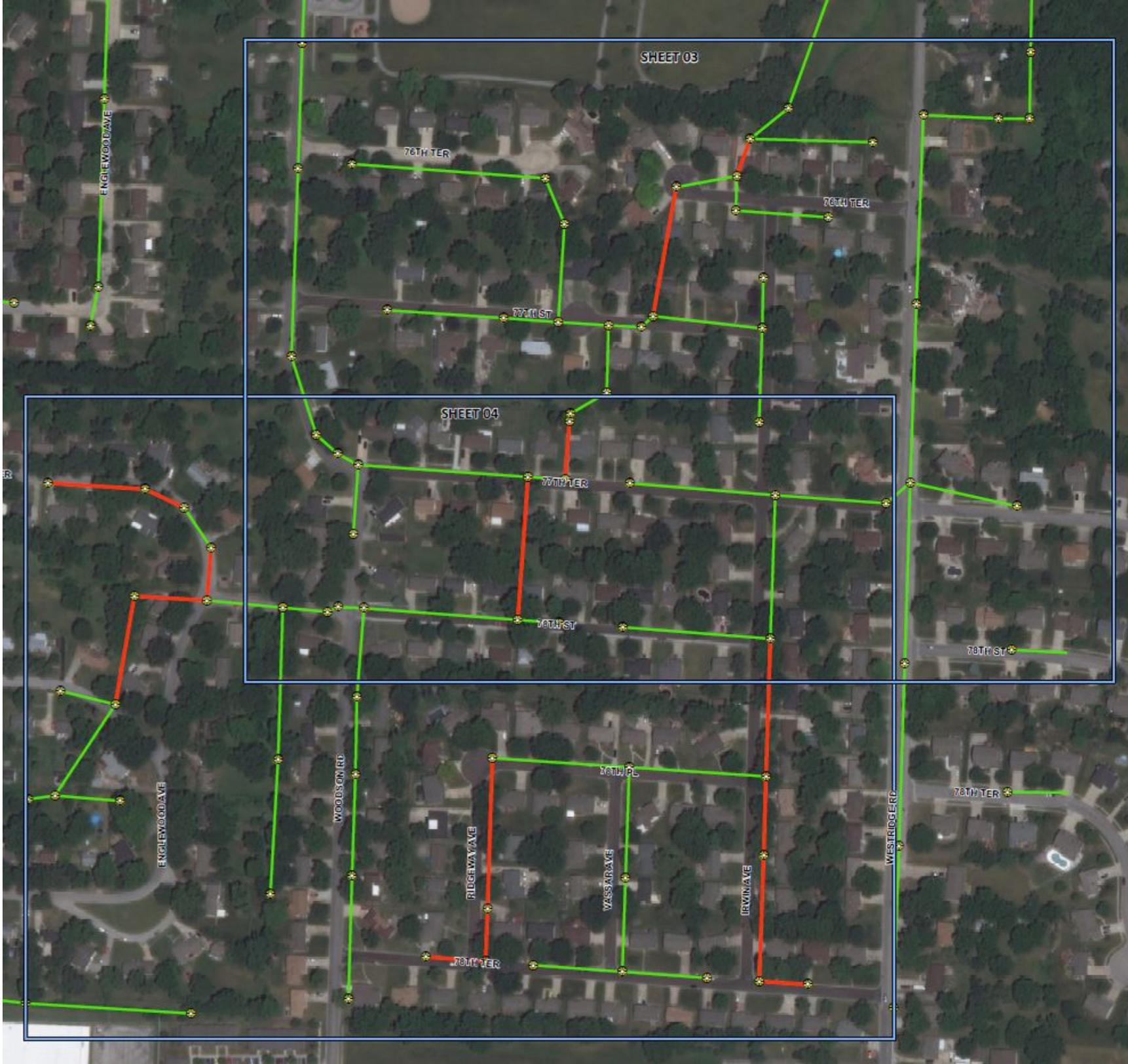
**Bid Proposal Tabulation**

**April 9, 2019**

Description	Est. Qty.	Unit	1.		2.		3.	
			SAK		Insituform		Engineer's Estimate	
			Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1. Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 20,000.00	\$ 20,000.00
2. Traffic Control	1	LS	\$ 250.00	\$ 250.00	\$ 2,115.00	\$ 2,115.00	\$ 5,000.00	\$ 5,000.00
3. Point Repairs	3	EA	\$ 8,500.00	\$ 25,500.00	\$ 11,150.00	\$ 33,450.00	\$ 10,000.00	\$ 30,000.00
4. Lateral Connection Repairs	42	EA	\$ 1,350.00	\$ 56,700.00	\$ 1,625.00	\$ 68,250.00	\$ 2,300.00	\$ 96,600.00
5. CIPP, 8 inch line, EST-113 to EST-115	79	LF	\$ 27.50	\$ 2,172.50	\$ 29.00	\$ 2,291.00	\$ 29.28	\$ 2,313.12
6. CIPP, 8 inch line, EST-118 to EST-119	280	LF	\$ 27.50	\$ 7,700.00	\$ 29.00	\$ 8,120.00	\$ 29.49	\$ 8,257.20
7. CIPP, 8 inch line, EST-133 to EST-134	115	LF	\$ 27.50	\$ 3,162.50	\$ 29.00	\$ 3,335.00	\$ 29.61	\$ 3,405.15
8. CIPP, 8 inch line, EST-135 to EST-145	252	LF	\$ 27.50	\$ 6,930.00	\$ 29.00	\$ 7,308.00	\$ 29.48	\$ 7,428.96
9. CIPP, 8 inch line, EST-160 to EST-161	203	LF	\$ 27.50	\$ 5,582.50	\$ 29.00	\$ 5,887.00	\$ 15.75	\$ 3,197.25
10. CIPP, 8 inch line, EST-159 to EST-160	89	LF	\$ 27.50	\$ 2,447.50	\$ 29.00	\$ 2,581.00	\$ 29.36	\$ 2,613.04
11. CIPP, 8 inch line, EST-157 to EST-158	109	LF	\$ 27.50	\$ 2,997.50	\$ 29.00	\$ 3,161.00	\$ 55.00	\$ 5,995.00
12. CIPP, 8 inch line, EST-157 to EST-162	148	LF	\$ 27.50	\$ 4,070.00	\$ 29.00	\$ 4,292.00	\$ 29.44	\$ 4,357.12
13. CIPP, 8 inch line, EST-162 to EST-163	225	LF	\$ 27.50	\$ 6,187.50	\$ 29.00	\$ 6,525.00	\$ 29.50	\$ 6,637.50
14. CIPP, 8 inch line, EST-189 to EST-190	315	LF	\$ 27.50	\$ 8,662.50	\$ 29.00	\$ 9,135.00	\$ 26.71	\$ 8,413.65
15. CIPP, 8 inch line, EST-190 to EST-191	100	LF	\$ 27.50	\$ 2,750.00	\$ 29.00	\$ 2,900.00	\$ 28.48	\$ 2,848.00
16. CIPP, 8 inch line, EST-191 to EST-192	122	LF	\$ 27.50	\$ 3,355.00	\$ 29.00	\$ 3,538.00	\$ 63.38	\$ 7,732.36
17. CIPP, 8 inch line, EST-178 to EST-180	285	LF	\$ 27.50	\$ 7,837.50	\$ 29.00	\$ 8,265.00	\$ 9.91	\$ 2,824.35
18. CIPP, 8 inch line, EST-180 to EST-181	96	LF	\$ 27.50	\$ 2,640.00	\$ 29.00	\$ 2,784.00	\$ 96.79	\$ 9,291.84
19. CIPP, 8 inch line, EST-181 to EST-182	262	LF	\$ 27.50	\$ 7,205.00	\$ 29.00	\$ 7,598.00	\$ 29.28	\$ 7,671.36
20. CIPP, 8 inch line, EST-182 to EST-183	96	LF	\$ 27.50	\$ 2,640.00	\$ 29.00	\$ 2,784.00	\$ 37.32	\$ 3,582.72
<b>BASE BID =</b>				<b>\$ 161,790.00</b>		<b>\$ 188,819.00</b>		<b>\$ 238,168.62</b>

# Site Map





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

**Date:** May 1, 2019  
**To:** Mayor and Board of Aldermen  
**From:** Damon Hodges, City Administrator

**Resolution No.:** R-3203-19

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

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

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

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**Action Requested:** Approval of emergency sanitary sewer repairs at 10200 E. 85<sup>th</sup> Terrace.

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

**Analysis:** On Monday, April 1, 2019 – our sanitary sewer crew was called out to a sewer backup in the 10200 block of E. 85<sup>th</sup> Terrace. Upon arrival, the crew discovered there was a backup within the City main line, and after a considerable amount of time we were unable to free the clog and open the City main line. Ace Pipe Cleaning, Inc. was called and helped us clear the line.

During post backup investigation, our CCTV crew discovered some heavily cracked and collapsing pipe along with tree roots. Staff reviewed the CCTV work and found 3 segments of clay pipe that needed to be immediately replaced to prevent further backups (about 10' of pipe to replace that we can readily identify). Due to the condition of the pipe, we are unable at this time to determine if additional may be required to be replaced, until this project is underway.

Staff initially received an estimate of \$5,870.00 from Leath & Sons Inc. on April 3, 2019. Due to the unknown condition of the downstream sewer pipe (possibly 20' to 100' in length) beyond this area to be repaired, and staff wasn't able to safely estimate a contingency amount at that time.

Leath & Sons, Inc. started work on this emergency dig-up on Monday, April 8<sup>th</sup>. On Tuesday, April 9<sup>th</sup> we identified 35 additional feet of work at the top of the project area. Staff was able to CCTV the remainder of the line downstream and found a failed drop structure at the manhole connection and another 15' of pipe to remove and replace just outside of this manhole.

The original emergency memo in the amount of \$5,870.00 was for **10' of sanitary sewer pipe** removal and replacement. The revised emergency memo for \$15,080.00 in repairs is for **60' of sanitary sewer pipe** removal and replacement. That is the difference in the price increase.

This project was authorized per City Purchasing Policy (Section 6, Emergency Purchases, 6.1A).

**Alternatives:** N/A

**Budgetary Impact:**

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

Amount to Spend: \$15,080  
Fund: Sewer Fund, Capital Expenditures  
501.62.00.100.53600

**Additional Reports Attached:** Emergency memo, Leath & Sons proposal, Location Map, and sanitary sewer pipe failure pictures.

**A RESOLUTION AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF LEATH & SONS, INC. FOR EMERGENCY SANITARY SEWER REPAIRS AT 10200 E. 85<sup>th</sup> TERRACE IN AN AMOUNT NOT TO EXCEED \$15,080.00**

**WHEREAS**, the City of Raytown periodically identifies emergency sanitary sewer infrastructure that needs repair beyond staff capacity; and

**WHEREAS**, the City of Raytown received a proposal from Leath & Sons, Inc. for repair of an emergency sanitary sewer repair for property located at 10200 E. 85<sup>th</sup> Terrace in the amount of \$15,080.00 for such purposes; and

**WHEREAS**, the Board of Aldermen finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the professional services of emergency sanitary sewer repair from Leath & Sons, Inc. and approve project expenses at property located at 10200 E. 85<sup>th</sup> Terrace in an amount not to exceed \$15,080.00;

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

**THAT** the professional services of emergency sanitary sewer repair from Leath & Sons, Inc. and approving project expenses for property located at 10200 E. 85<sup>th</sup> Terrace in the amount of \$15,080.00, is hereby authorized and approve; and

**FURTHER THAT** the City Administrator 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 7<sup>th</sup> day of May, 2019.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

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

\_\_\_\_\_  
Jennifer M. Baird, City Attorney



## Public Works Department

10000 East 59<sup>th</sup> Street  
Raytown, Missouri 64133  
(816) 737-6012  
www.raytown.mo.us

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### Inter-office Memorandum

April 4, 2019

To: Damon Hodges, City Administrators  
cc: Missy Wilson, Assistant City Administrator, and Tony Mesa, PW Superintendent

From: Jason Hanson, City Engineer

**re: 10200 E. 85<sup>th</sup> Terrace Emergency Sanitary Sewer Pipe Point Repair**

On Monday, April 1, 2019 – our sanitary sewer crew was called out to a sewer backup in the 10200 block of E. 85<sup>th</sup> Terrace. Upon arrival, the crew discovered there was a backup within the City main line, and after a considerable amount of time we were unable to free the clog and open the City main line. Ace Pipe Cleaning company was called and helped us clear the line.

During post backup investigation, our CCTV crew discovered some heavily cracked and collapsing pipe along with tree roots. Staff reviewed the CCTV work and found 3 segments of clay pipe that needs to be immediately replaced to prevent further backups (about 10' of pipe to replace that we can readily identify). Due to the condition of the pipe, we are unable at this time to determine if additional may be required to be replaced, until this project is underway.

Per City of Raytown purchasing policy, with this sanitary sewer main not working properly and needing to be replaced immediately, Public Works staff has designated this to be an emergency project. Staff located a local contractor that could mobilize quickly and perform these needed repairs quickly. Section 2, Exceptions to Competitive Bid Process, 2.1 Competitive Bids Not Required, Circumstances, 8<sup>th</sup> paragraph states *"competitive bidding shall not be required when the City Administrator has declared, in writing, the purchase to be an emergency. Purchases in excess of fifteen thousand dollars (\$15,000) made under the provisions of this exception shall be reported to the Board of Aldermen at its next regularly scheduled meeting. Further rules and regulations can be found in section 6 of this policy."*

Staff received an estimate of \$5,870 from Leath & Sons Inc. on April 3, 2019. Due to the unknown condition of the downstream sewer pipe (possibly 20' to 100' in length?) beyond this area to be repaired, staff can't safely estimate a contingency amount at this time.

This to be funded from the Sanitary Sewer Fund 501.62.00.100.53600. Staff recommends moving forward with Leath & Sons, Inc.

Respectfully,  
Jason Hanson, City Engineer

Approval (Purchasing Policy Section 2 & 6): , City Administrator

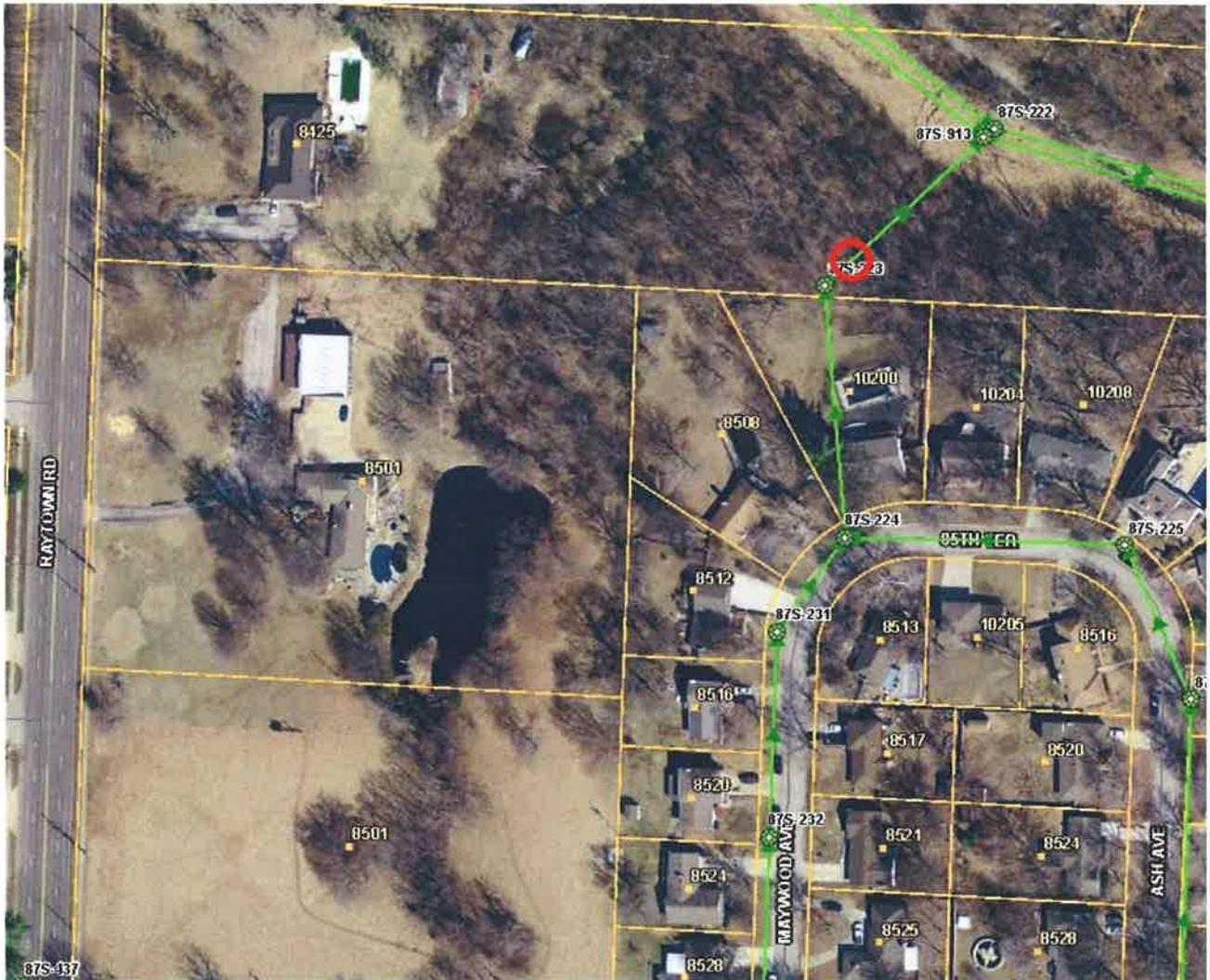
Damon Hodges



## Public Works Department

10000 East 59<sup>th</sup> Street  
Raytown, Missouri 64133  
(816) 737-6012  
[www.raytown.mo.us](http://www.raytown.mo.us)

### Inter-office Memorandum



Established in 1849 as Ray's Town  
On the Santa Fe, California and Oregon Trail



# Public Works Department

10000 East 59<sup>th</sup> Street  
 Raytown, Missouri 64133  
 (816) 737-6012  
 www.raytown.mo.us

## Inter-office Memorandum

<b>Inspection report</b>							
Date: 4/2/2019	Work Order:	Weather:	Surveyed By: ME	Certificate Number: 1234	Pipe Segment Ref.:		
Year laid:	Pre-cleaning:	Direction: Downstream	Pipe Joint Length:	Total Length: 25.2'	Length Surveyed: 29.4'		
City: raytown	Drainage Area:	Upstream MH: 87S-223	Street: 84th terr	Media Label:	Up Rim to Invert: 0.0		
Location Code:	Flow Control:	Downstream MH: 87S-913	Location Details:	Sheet Number:	Down Rim to Invert: 0.0		
Pipe shape: Circular	Sewer Use:	Total gallons used: 0.0	Pipe size: 8"	Sewer Category: SEC	Joints passed: 0		
Pipe material: Vitrified Clay Pipe	Purpose:	Joints failed: 0	Lining Method:	Owner:			
Additional Info:							
1:191	Distance	Code	Observation	Counter	Photo	Grade	
	07S-223						
	0.00	MWL	Water Level, 10% of the vertical dimension / good flow	00:00:00			
	0.00	AMH	Manhole / 87S-223	00:00:00			
	10.14	RBJ	Roots Ball Joint from 5 o'clock to 8 o'clock, 55% lost, within 8 inch / root build up at 8 to 5 o'clock, not impeding flow	00:01:24		M4	
	20.11	RBJ	Roots Ball Joint from 8 o'clock to 10 o'clock, 55% lost, within 8 inch / root ball at 9 o'clock, not impeding flow	00:02:09		M4	
	20.11	CM	Crack Multiple from 12 o'clock to 11 o'clock, within 8 inch 30inch defective, 0.50inch intrusion / radial cracking with severe intrusion into pipe, impeding flow and causing	00:02:21		S3	
	25.21	RBL	Roots Ball Lateral from 8 o'clock to 12 o'clock, 55% lost, within 8 inch / severe roots infiltrating pipe at cracks and collapsed area	00:09:33		M4	
	25.22	C	Remark: ***** Combined *****				
	25.22	C	Remark: Inspection from the other side				
	25.22	C	Remark: Uninspected Length: 0.0				
	25.22	C	Remark: Inspection from the other side				
	25.22	C	Remark: ***** Combined *****				
	25.22	MSA	Survey Abandoned / radial collapsed pipe at 20 feet to 25 feet visible, severe root build up with impeding flow	00:10:27			
	29.17	XP	Collapse Pipe Sewer, 60% lost / visible collapse, radial buckling and soil visible at 3 and 5 o'clock	00:07:03		S5	
	29.37	CM	Crack Multiple from 12 o'clock to 11 o'clock, within 8 inch, 30inch defective, .3inch intrusion / collapse, soil visible	00:07:28		S3	
	87S-913						
QSR	GMR	SPR	MPR	OPR	SPRI	MPRI	OPRI
5132	4300	11.0	12.0	23.0	3.7	4.0	3.8



# Public Works Department

10000 East 59<sup>th</sup> Street  
 Raytown, Missouri 64133  
 (816) 737-6012  
 www.raytown.mo.us

## Inter-office Memorandum



### Section Pictures - 4/2/2019

City	Street	Date	Pipe Segment Reference	Nr.
raytown	84th terr	4/2/2019		1



. 00:00:00, 0.00ft  
 Water Level, 10% of the vertical dimension / good flow



. 00:00:00, 0.00ft  
 Manhole / 87S-223



. 00:01:24, 10.14ft  
 Roots Ball Joint from 5 o'clock to 8 o'clock, 55% lost, within 8 inch / root build up at 8 to 5 o'clock. not impeding flow



. 00:02:09, 20.11ft  
 Roots Ball Joint from 8 o'clock to 10 o'clock, 55% lost, within 8 inch / root ball at 9 o'clock. not impeding flow



# Public Works Department

10000 East 59<sup>th</sup> Street  
 Raytown, Missouri 64133  
 (816) 737-6012  
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## Inter-office Memorandum



### Section Pictures - 4/2/2019

City	Street	Date	Pipe Segment Reference	Nr.
raytown	84th terr	4/2/2019		1



.00:02:21, 20.11ft  
 Crack Multiple from 12 o'clock to 11 o'clock, within 8 inch, 30inch defective, 0.50inch intrusion / radial cracking with severe intrusion into pipe. impeding flow and causing buildup of debris in pipe



.00:02:21, 20.11ft  
 Crack Multiple from 12 o'clock to 11 o'clock, within 8 inch, 30inch defective, 0.50inch intrusion / radial cracking with severe intrusion into pipe. impeding flow and causing buildup of debris in pipe



.00:09:33, 25.21ft  
 Roots Ball Lateral from 8 o'clock to 12 o'clock, 55% lost, within 8 inch / severe roots infiltrating pipe at cracks and collapsed area.



.00:09:33, 25.21ft  
 Roots Ball Lateral from 8 o'clock to 12 o'clock, 55% lost, within 8 inch / severe roots infiltrating pipe at cracks and collapsed area.



# Public Works Department

10000 East 59<sup>th</sup> Street  
 Raytown, Missouri 64133  
 (816) 737-6012  
 www.raytown.mo.us

## Inter-office Memorandum



### Section Pictures - 4/2/2019

City	Street	Date	Pipe Segment Reference	Nr.
raytown	84th terr	4/2/2019		1



. 00:10:27, 25.22ft  
 Survey Abandoned / radial collapsed pipe at 20 feet to 25 feet visible. severe root build up with impeding flow.



. 00:10:27, 25.22ft  
 Survey Abandoned / radial collapsed pipe at 20 feet to 25 feet visible. severe root build up with impeding flow.



. 00:07:03, 29.17ft  
 Collapse Pipe Sewer, 80% lost / visible collapse. radial bucking and soil visible at 3 and 5 o'clock



. 00:07:03, 29.17ft  
 Collapse Pipe Sewer, 80% lost / visible collapse. radial bucking and soil visible at 3 and 5 o'clock



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 Raytown, Missouri 64133  
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## Inter-office Memorandum



### Section Pictures - 4/2/2019

City	Street	Date	Pipe Segment Reference	Nr.
raytown	84th terr	4/2/2019		1



. 00:07:28, 29.37ft  
 Crack Multiple from 12 o'clock to 11 o'clock, within 8 inch,  
 30inch defective, 3inch intrusion / collapse. soil visible



. 00:07:28, 29.37ft  
 Crack Multiple from 12 o'clock to 11 o'clock, within 8 inch,  
 30inch defective, 3inch intrusion / collapse. soil visible



**Public Works Department**

10000 East 59<sup>th</sup> Street  
Raytown, Missouri 64133  
(816) 737-6012  
www.raytown.mo.us



9301 E 63<sup>rd</sup> St  
Raytown MO 64133  
Office 816-353-8623  
Fax 816-353-7011

Tony Mesa  
City of Raytown Public Works  
1000 E 59<sup>th</sup> Street  
Raytown, MO 64133

April 3, 2019

RE: 10200 East 85<sup>th</sup> Terrace Sanitary Sewer Repair

Tony, I am pleased to present a proposal for 10200 East 85<sup>th</sup> Terrace Sanitary Sewer Repair Please let me know if you have any questions.

CITY OF RAYTOWN 10200 EAST 85TH TERRACE SANITARY SEWER REPAIR					
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	LABOR & EQUIPMENT	1	LS	\$5,500.00	\$5,500.00
2	GRAVEL	1	LS	\$250.00	\$250.00
3	10" SDR 26 PIPE	10	FT	\$12.00	\$120.00
				TOTAL	\$5,870.00

Sincerely,

David Oshel  
Leath & Sons, Inc.



## Public Works Department

10000 East 59<sup>th</sup> Street  
Raytown, Missouri 64133  
(816) 737-6012  
www.raytown.mo.us

---

### Inter-office Memorandum

April 12, 2019

To: Damon Hodges, City Administrators  
cc: Missy Wilson, Assistant City Administrator, and Tony Mesa, PW Superintendent  
  
From: Jason Hanson, City Engineer

**re: Update, 10200 E. 85<sup>th</sup> Terrace Emergency Sanitary Sewer Pipe Point Repair**

Leath and Sons started work on this emergency dig-up on Monday, April 8<sup>th</sup>. On Tuesday, April 9<sup>th</sup> we identified 25 additional feet of work at the top of the project area. Staff was able to cctv the remainder of the line downstream and found a failed drop structure and another 10' of pipe to remove and replace.

Staff asked Leath and Sons for an updated quote that included this additional work. Leath and Sons initial construction estimate of \$5,870 was updated to \$15,080, as shown below.

Staff authorized the work to be completed. All work was completed on Thursday, April 11<sup>th</sup>, except for the final grading and restoration at 10200 E. 85<sup>th</sup> Terrace, and this will be completed next week.

Per City of Raytown purchasing policy, with this sanitary sewer main not working properly and needing to be replaced immediately, Public Works staff has designated this to be an emergency project. Staff located a local contractor that could mobilize quickly and perform these needed repairs quickly. Section 2, Exceptions to Competitive Bid Process, 2.1 Competitive Bids Not Required, Circumstances, 8<sup>th</sup> paragraph states *"competitive bidding shall not be required when the City Administrator has declared, in writing, the purchase to be an emergency. Purchases in excess of fifteen thousand dollars (\$15,000) made under the provisions of this exception shall be reported to the Board of Aldermen at its next regularly scheduled meeting. Further rules and regulations can be found in section 6 of this policy."*

This to be funded from the Sanitary Sewer Fund 501.62.00.100.53600. Staff recommends moving forward with Leath & Sons, Inc.

Respectfully,  
Jason Hanson, City Engineer

Approval (Purchasing Policy Section 2 & 6):  City Administrator  
Damon Hodges





## Public Works Department

10000 East 59<sup>th</sup> Street  
Raytown, Missouri 64133  
(816) 737-6012  
[www.raytown.mo.us](http://www.raytown.mo.us)

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### Inter-office Memorandum



Established in 1849 as Ray's Town  
On the Santa Fe, California and Oregon Trail



## Public Works Department

10000 East 59<sup>th</sup> Street  
Raytown, Missouri 64133  
(816) 737-6012  
[www.raytown.mo.us](http://www.raytown.mo.us)

---

### Inter-office Memorandum



Established in 1849 as Ray's Town  
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# Public Works Department

10000 East 59<sup>th</sup> Street  
Raytown, Missouri 64133  
(816) 737-6012  
www.raytown.mo.us

## Inter-office Memorandum



9301 E 63<sup>rd</sup> St  
Raytown MO 64133  
Office 816-353-8623  
Fax 816-353-7011

Tony Mesa  
City of Raytown Public Works  
1000 E 59<sup>th</sup> Street  
Raytown, MO 64133

April 9 2019

RE: 10200 East 85<sup>th</sup> Terrace Sanitary Sewer Repair & Down Stream Drop Manhole Repair.

Tony, I am pleased to present a proposal for 10200 East 85<sup>th</sup> Terrace Sanitary Sewer Repair & Down Stream Drop Manhole Repair. Please let me know if you have any questions.

CITY OF RAYTOWN 10200 EAST 85TH TERRACE SANITARY SEWER REPAIR 40 FT AT UP STREAM MANHOLE & REPAIR DROP AT DOWN STREAM MANHOLE					
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	LABOR & EQUIPMENT	1	LS	\$12,875.00	\$12,875.00
2	GRAVEL	1	LS	\$500.00	\$500.00
3	10" SDR 26 PIPE	60	FT	\$12.00	\$720.00
4	90 DEG BEND FOR DROP	2	EA	\$55.00	\$110.00
5	T FOR DROP	1	EA	\$75.00	\$75.00
6	CONCRETE	2	CY	\$150.00	\$300.00
7	SEED & STRAW	1	LS	\$500.00	\$500.00
				TOTAL	\$15,080.00

Sincerely,

David Oshel  
Leath & Sons, Inc.

Established in 1849 as Ray's Town  
On the Santa Fe, California and Oregon Trail

**CITY OF RAYTOWN  
Request for Board Action**

**Date:** May 1, 2019  
**To:** Mayor and Board of Aldermen  
**From:** Damon Hodges, City Administrator

**Resolution No.:** R-3204-19

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

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

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



**Action Requested:** Board of Aldermen approval of the purchase of 2 new spreaders for existing dump trucks.

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

**Analysis:** The Public Works Department staff obtained a quote from the KCMO cooperative purchasing agreement with American Equipment Company (\$14,419.00) for the stainless-steel auger spreader. Public works will purchase 2 of these, as budgeted.

The attached quote is for \$14,419.00 and x2 is \$28,838.00, which is within the budgeted amount of \$35,000.00. The remainder of the budgeted amount, \$6,162.00, will be used for contingency.

The Capital Sales Tax Fund has \$35,000.00 budgeted for salt spreaders.

**Alternatives:** These new spreaders are needed.

**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 to Spend: not to exceed \$35,000.00  
Fund: Capital Sales Tax Fund  
205.62.00.100.57000

**Additional Reports Attached:** American Equipment Company quote, KCMO cooperative purchasing agreement.

**A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE TWO (2) STAINLESS-STEEL AUGUR SPREADERS FROM AMERICAN EQUIPMENT COMPANY OFF THE CITY OF KANSAS CITY MISSOURI COOPERATIVE PURCHASE CONTRACT IN AN AMOUNT NOT TO EXCEED \$35,000.00**

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

**WHEREAS**, the City of Kansas City, Missouri has competitively bid and awarded a contract to American Equipment Company for the purchase of stainless-steel auger spreaders; and

**WHEREAS**, such parts are necessary for efficient Public Works operations within the City; and

**WHEREAS**, funds for such purpose are budgeted from the Capital Sales Tax and such expenditure is recommended by the Special Sales Tax Review Committee as being consistent with voter intent; 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 two (2) stainless-steel auger spreaders from American Equipment Company in the amount of \$28,838.00 off the City of Kansas City, Missouri Cooperative Purchase Contract; and

**WHEREAS**, the City of Raytown also finds it is in the best interest of the citizens of the City of Raytown to authorize and approve a contingency in the amount of \$6,162.00 for a total amount not to exceed \$35,000.00.

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

**THAT** the purchase of two (2) stainless-steel auger spreaders from American Equipment Company in the amount of \$28,838.00 off the City of Kansas City, Missouri Cooperative Purchase Contract, is hereby authorized and approved; and

**FURTHER THAT**, a contingency for changes in the amount of \$6,162.00 is also approved for a total amount not to exceed \$35,000.00; and

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

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 7<sup>th</sup> day of May, 2019.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

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

\_\_\_\_\_  
Jennifer M. Baird, City Attorney

DW  
Large Spreader  
for Single Axle

# American

EQUIPMENT CO.  
3250 Harvester Road  
Kansas City, Kansas 66115  
(Phone) 913-342-1450 (Fax) 913-342-1377  
sales@americanequipment.us

## QUOTATION

DATE	Quotation #
7/23/2018	072318/3RK

NAME / ADDRESS
City of Raytown 10000 East 59th Raytown, MO 64133

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #		
	Credit Card	REK		816-737-6046	816-737-6052		
QTY	ITEM	DESCRIPTION			U/M	COST	Total
1	300	Pricing based on City of Kansas City, MO Contract # EV2260: Warren AC-2420-10 6/7 Yard 304 Stainless Steel Auger Spreader: - direct drive hydraulic motor with sensor - top screens - inverted V - dump body mounting kit with tailgate latchbar - LED work light on rear of spreader - installation onto truck already plumbed with qd's to rear				14,419.00	14,419.00
Quoted by Ryan Keith					<b>Total</b>	\$14,419.00	

**This quote is valid for 30 days. Applicable taxes not included.**



General Services Department

Procurement Services Division

1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793

(816) 513-1161
Fax: (816) 513-1156

TERM SUPPLY AND SERVICE CONTRACT

The City of Kansas City, Missouri, by authority of the Manager of Procurement Services, does hereby accept, with modifications if any, the following bid:

SUPPLIER: American Equipment Company
(referred to hereafter as the "Supplier")

MBE/WBE GOALS: N/A

CONTRACT NO.: EV2260 -1

EFFECTIVE DATES: From 08-01-16 to 07-31-17

DESCRIPTION: Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories

A copy of the Supplier's signed bid is attached; and items not awarded, if any, have been deleted. This bid with INSTRUCTIONS AND CONDITIONS and any ADDENDA is attached hereto and hereby made a part of this Contract.

No financial obligation shall accrue against the City until the Supplier shall make delivery pursuant to order of the Manager of Procurement Services, and unless such order bears the written statement of the Director of Finance that there is a balance otherwise unencumbered to the credit of the appropriation to which the same is to be charged, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations thereby incurred.

Supplier shall submit a performance bond to the City of Kansas City, Missouri with good and sufficient sureties in the sum of NONE REQUIRED for the faithful performance of this Contract. Bond shall be furnished within the time and in the manner prescribed in paragraph 18, Performance Bond Requirements, INSTRUCTIONS AND CONDITIONS.

The Manager of Procurement Services for the City of Kansas City, Missouri shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, said Manager shall at his option declare this Contract void, and for any loss or damage by reason of such breach, whether this Contract is annulled or not, said Supplier and the sureties on said bond shall be liable.

The Contract incorporates the following:

BID NUMBER: EV2260 NO. OF PAGES: 1 THRU 19
CLOSING DATE: 07/14/2016 APPENDICES NO.: N/A
ATTACHMENT: INSTRUCTIONS AND CONDITIONS, PAGES A-1 thru A-7

Prepared By: Ronnell E. Simpson Sr

Handwritten signatures of Ronnell E. Simpson Sr (Senior Procurement Officer) and Renee Medlin (Procurement Manager)

Approved By: Renee Medlin

This Day of July 18, 2016

# STATE OF MISSOURI



**Jason Kander**  
**Secretary of State**

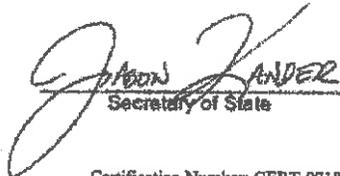
**CORPORATION DIVISION**  
**CERTIFICATE OF GOOD STANDING**

I, JASON KANDER, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

***J & D EQUIPMENT, INC.***  
***00431974***

was created under the laws of this State on the 3rd day of October, 1996, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 18th day of July, 2016.

  
Secretary of State



Certification Number: CERT-07182016-0068



KANSAS CITY  
MISSOURI

Finance Department

Revenue Division

1118 Oak Street  
Kansas City, MO 64106-2786

Phone: (816) 513-1120  
Fax: (816) 513-1264  
Email: [revenue@kcmo.org](mailto:revenue@kcmo.org)  
[kcmo.gov/kctax](http://kcmo.gov/kctax)

J AND D EQUIPMENT INC  
3250 HARVESTER RD  
KANSAS CITY KS 66115-1109

Letter Id: L0685411840  
Date: 19-Jul-2016  
Taxpayer Id: \*\*440393



This notice certifies that J AND D EQUIPMENT INC is current as of this date with all taxes and licenses under the jurisdiction of the City of Kansas City, Mo., Finance Department/Revenue Division.

Mari Ruck  
Commissioner of Revenue

**IMPORTANT INFORMATION:**

Due to the confidential nature of tax information, this notice is provided directly to the taxpayer.





Finance Department

Revenue Division

1118 Oak Street  
Kansas City, MO 64106-2786

Phone: (816) 513-1120  
Fax: (816) 513-1264  
Email: [revenue@kcmo.org](mailto:revenue@kcmo.org)  
[kcmo.gov/revenue](http://kcmo.gov/revenue)

J AND D EQUIPMENT INC  
3250 HARVESTER RD  
KANSAS CITY KS 66116-1109

Letter Id: L1290319360  
Date: 20-Apr-2016  
Taxpayer Id: \*\*.\*0393



This notice certifies that J AND D EQUIPMENT INC is current as of this date with all taxes and licenses under the jurisdiction of the City of Kansas City, Mo., Finance Department/Revenue Division.

Mari Ruck  
Commissioner of Revenue

**IMPORTANT INFORMATION:**

Due to the confidential nature of tax information, this notice is provided directly to the taxpayer.

Visit [kcmo.gov/quicktax](http://kcmo.gov/quicktax) to view the status of your account and for online filing.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cornerstone Kansas City LLC 4400 College Blvd. Ste. 150 Overland Park KS 66211		<b>CONTACT NAME:</b> Lisa Summers <b>PHONE (A/C. No. Ext):</b> (913) 378-1050 <b>E-MAIL ADDRESS:</b> lsommers@ckcins.com <b>FAX (A/C. No.):</b> (913) 378-0399	
<b>INSURED</b> J&D Equipment, Inc., DBA: American Equipment Company 3250 Harvester Road Kansas City KS 66115		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> United Fire and Casualty Company <b>INSURER B:</b> Accident Fund Ins Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 13021 10166	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1642221631      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	60461324	5/6/2016	5/6/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		60461324	5/6/2016	5/6/2017	Medical payments \$ 5,000 EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		60461324	5/6/2016	5/6/2017	\$ EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCV6127323	5/6/2016	5/6/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Bailee's/Property of Others		60461324	5/6/2016	5/6/2017	\$1,200,000 Limit      \$2,500 DEDUCT

**SURETY VERIFIED**  
 BY:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: EV2260  
 The City of Kansas City, MO is additional insured on the general liability policy.

<b>CERTIFICATE HOLDER</b> (816) 513-1156      Ronnell.Simpson@kcmo.org City of Kansas City, Mo Attn: Ronnell E. Simpson, Sr. 414 East 12th Street, 1st Floor Kansas City, MO 64106	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Parkhurst/KA
---	--



5. EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF Kansas )
COUNTY OF Wyandotte ) ss

On this 13th day of July, 2016, before me appeared Kent Yahnke, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Sales Representative (title) of American Equipment Co, (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. The documentation will consist of the first and last pages of the E-Verify Memorandum of Understanding that the Contractor obtained upon successfully enrolling in the program.

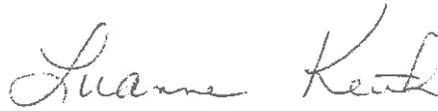


I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

  
Affiant's signature

Subscribed and sworn to before me this 13<sup>th</sup> day of July, 2016.

  
Notary Public

My Commission expires: 10/07/2018





Employment Eligibility Verification

Welcome  
Luanne Keith

User ID  
LKEI0102

Last Login  
08:56 AM - 07/28/2016

Log Out



Click any icon for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

### Company Information

<b>Company Name:</b>	J&D Equipment Inc.	<a href="#">View / Edit</a>
<b>Company ID Number:</b>	180398	
<b>Doing Business As (DBA) Name:</b>	American Equipment Co	
<b>DUNS Number:</b>	007141344	
<b>Physical Location:</b>		
<b>Address 1:</b>	3250 Harvester Rd	<b>Mailing Address:</b>
<b>Address 2:</b>		<b>Address 1:</b>
<b>City:</b>	Kansas City	<b>Address 2:</b>
<b>State:</b>	KS	<b>City:</b>
<b>Zip Code:</b>	66115	<b>State:</b>
<b>County:</b>	WYANDOTTE	<b>Zip Code:</b>
<b>Additional Information:</b>		
<b>Employer Identification Number:</b>	431760393	
<b>Total Number of Employees:</b>	20 to 99	
<b>Parent Organization:</b>	J&D Equipment Inc.	
<b>Administrator:</b>		
<b>Organization Designation:</b>		
<b>Employer Category:</b>	Federal Contractor without FAR E-Verify Clause	

<b>NAICS Code:</b>	336 - TRANSPORTATION EQUIPMENT MANUFACTURING	<a href="#">View / Edit</a>
<b>Total Hiring Sites:</b>	1	<a href="#">View / Edit</a>
<b>Total Points of Contact:</b>	2	<a href="#">View / Edit</a>

[View MOU](#)



Employment Eligibility Verification

Welcome  
Luanne Keilh

User ID  
LKE18102

Last Login  
09:56 AM - 07/26/2016

Log Out



Click any for help

- Home
- My Cases
- New Cases
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

### Company Information

<b>Company Name:</b>	J&D Equipment Inc.	<a href="#">View / Edit</a>
<b>Company ID Number:</b>	180399	
<b>Doing Business As (DBA) Name:</b>	American Equipment Co	
<b>DUNS Number:</b>	007141344	
<b>Physical Location:</b>		<b>Mailing Address:</b>
<b>Address 1:</b>	3250 Harvester Rd	<b>Address 1:</b>
<b>Address 2:</b>		<b>Address 2:</b>
<b>City:</b>	Kansas City	<b>City:</b>
<b>State:</b>	KS	<b>State:</b>
<b>Zip Code:</b>	66115	<b>Zip Code:</b>
<b>County:</b>	WYANDOTTE	
<b>Additional Information:</b>		
<b>Employer Identification Number:</b>	481760393	
<b>Total Number of Employees:</b>	20 to 99	
<b>Parent Organization:</b>	J&D Equipment Inc.	
<b>Administrator:</b>		
<b>Organization Designation:</b>		
<b>Employer Category:</b>	Federal Contractor without FAR E-Verify Clause	

<b>NAICS Code:</b>	336 - TRANSPORTATION EQUIPMENT MANUFACTURING	<a href="#">View / Edit</a>
<b>Total Hiring Sites:</b>	1	<a href="#">View / Edit</a>
<b>Total Points of Contact:</b>	2	<a href="#">View / Edit</a>

[View MOU](#)



CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION  
1<sup>st</sup> Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106-2793  
(816) 513-0851 FAX (816) 513-1156

## INVITATION FOR BID

Bid No.: EV2260

### Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories

**BID DUE: 07/14/2016\* AT 2:00 PM CDT**

Ronnell E. Simpson, Sr  
Senior Procurement Officer  
City of Kansas City, Missouri  
1<sup>st</sup> Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, MO 64106-2793  
Telephone Number: (816) 513-0805  
E-mail: [ronnell.simpson@kcmo.org](mailto:ronnell.simpson@kcmo.org)

**READ CAREFULLY THE ATTACHED INSTRUCTIONS AND CONDITIONS ON PAGES A-1 TO A-7.**

- Bids are subject to all conditions listed on this form and any attachments.
- Bids must be on this form 1215-035C.
- Each Bid must be returned signed and sealed in a separate envelope with the bid number, bid closing date and hour shown on the face of the envelope. Multiple copies, when requested, may be packaged together and should be marked Original and Copy #1, etc.



STANDARD INSTRUCTIONS AND CONDITIONS

**Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories**

**1. INTENT**

It is the intent of the City to solicit competitive bids for Fabrication, Installation and Repair of New and Existing Truck Mounted Equipment and Accessories for the City of Kansas City, Missouri.

The list of equipment types the City may request purchase quotation of include, but are not limited to: dump-beds, utility beds, line bodies, flatbed bodies, plows, spreaders, cranes, lighting accessories and van interiors in various configurations and sizes. The vendor must be willing and able to service any equipment it provides on an original purchase agreement.

Additionally, the vendor may be asked to work on truck mounted equipment including but not limited to cranes, bucket or man lifts, hot box bodies and equipment, road-patchers, truck-mounted camera equipment & lighting, paint strippers, cement mixer bodies, trash-packer bodies, lift gates, utility bodies, and assorted cranes and sewer cleaners. The City will recognize each Supplier's product-line capabilities and limitations.

The list of manufacturers for this equipment may include, but are not to be limited to: Warren, Heil, Leach, Wildcat, Hercules, Vactor, Altec, Duralift, Aquatech, McNeilus, Tesco, Lemco, Vac/All, Vac/Con, Seca 800HPRTV (Camera equip.) Camel Jet, Prentice, Elgin, Henderson, Henke, Boss, Component Technology, Vanir, Hippo Multipower and Force America.

Each response to this bid shall include the Supplier's current product lines, and the supplier shall notify the City Fleet Services Division as any products are brought on or eliminated.

Services to be provided (examples):

- 1.1 Installation of new bodies and truck operated components
- 1.2 Transfer and rebuilding of truck bodies and specialty equipment
- 1.3 Repair and service on upfit hydraulic and electric truck systems
- 1.4 Fabrication or repair of aftermarket body components.
- 1.5 Various repair welding and fabrication of truck upfit components.
- 1.6 Painting or repainting of aftermarket truck bodies.
- 1.7 All other general service to truck mounted equipment and components

**2. AWARD**

Award will be made in the best interest of the City of Kansas City, Missouri to the lowest and best responsive and responsible Bidder. . (Multiple contracts may be awarded, if it is determined to be in the best interest of the City).



3. **RENEWAL OPTIONS**

- 3.1 The period of performance under the contract is for one (1) year at fixed and firm prices with a unilateral contractual right on the part of the City to extend this price for an additional four (4) one-year periods.
- 3.2 The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.
- 3.3 The option year prices will be determined by the Buyer by negotiation with the Supplier. **(Note: YEARLY INCREASES ARE NOT AUTOMATIC. THE SUPPLIER MUST PROVIDE WRITTEN PROOF THAT THE REQUESTED INCREASE IS WARRANTED.)**

4. **ORDERING AND SHIPPING INSTRUCTIONS AND LIMITATIONS**

- 4.1 Products/services needed by the City will usually be ordered against a blanket purchase order issued by the Procurement Services Division. The purchase order will be for a stated dollar amount and will terminate at time shown on purchase order or expiration of contract, whichever is earlier. Purchase orders for specific items and quantities may also be issued against this contract.
- 4.2 The City department named in the "Ship to Address" on the purchase order is required to provide the Supplier with the names of persons authorized to place orders against the contract. Personnel picking up merchandise must show an official City of Kansas City, Missouri identity card, and provide the purchase order number to the Supplier at the time of pick up.
- 4.3 Any material still on back order thirty (30) days beyond the expiration of the contract or the order date may be considered cancelled and any subsequent deliveries will be refused.

5. **TAX CLEARANCE FOR CITY**

Prior to the City making the first payment under any contract or contract renewal term, Supplier must provide a tax clearance letter from the City's Commissioner of Revenue dated not more than ninety (90) days from the date of submission. Bidders may obtain this tax clearance letter from the City's Revenue Division at (816) 513-1135 or (816) 513-1089. <http://www.kcmo.org>

6. **MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION**

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's Certificate of Good Standing from the Missouri Secretary of State's website. [www.sos.mo.gov](http://www.sos.mo.gov)



7. **CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE**

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's valid business license. Bidders may obtain this business license from the City's Revenue Division/Business License section at <http://www.kcmo.org> or (816) 513-1135.

8. **EMPLOYEE ELIGIBILITY VERIFICATION**

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the City and included in this IFB, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

9. **PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS**

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Bid, Bidder affirms that Bidder and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Bid to be rejected.

10. **SUPPLIER PRICING GUARANTEE**

The contracting Supplier guarantees that as a certified Supplier of the City, and by entering into this agreement, agrees not to sell to any other governmental agency at lower prices than specified in this contract. If lower prices are offered to other governmental agencies for the same product or service, then those same lower prices will be offered to the City and the contract modified to reflect the lower price change.



11. **BUY AMERICAN AND MISSOURI PREFERENCE POLICIES**

(a) **Buy American Preference**

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States.

(b) **Buy Missouri Preference**

It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Bidder's responsibility to claim these preferences.

12. **NON-PERFORMANCE OPTION TO TERMINATE**

The City reserves the right to terminate the contract for non-performance if service is deemed unacceptable or not in accordance with the listed specifications. The date of termination shall be stated in written notice to the Supplier. The City shall be the sole judge of non-performance under the contract.

All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified.

13. **CONTRACT EXTENSION**

This contract may be extended by the City at its sole option under the same terms and conditions despite the expiration of the original contract or any option to renew as long as the contract has not been expired for more than ninety (90) days.

14. **CERTIFICATE OF INSURANCE**

The successful Bidder is required to furnish evidence of the following insurance in accordance with paragraphs 58G to 58I, INSTRUCTIONS AND CONDITIONS. Satisfactory evidence of insurance will be required by completion of a Certificate of Insurance or by other means outlined in Paragraph 58 G through I. Certificates must be provided within twenty-one (21) calendar days



after receipt of a request for an insurance certificate. Work may not commence until the Certificate of Insurance showing evidence of contractual liability is received. Failure to provide the Certificate in a timely manner may be grounds for disqualification of a bid or default of a contract. Payment of invoices will be withheld until the Certificate is approved.

- 14.1 The City's Certificate of Insurance form has all City required language included. An insurance agent must indicate coverage and complete and sign the form. The coverage requirements are as follows:

General Liability:

\$1,000,000 Combined Single Limit per Occurrence, and  
\$2,000,000 aggregate per Occurrence

Automobile Liability:

\$1,000,000 Combined Single Limit per Occurrence

Workers' Compensation and Employer's Liability shall meet statutory requirements.

- 14.2 If an alternate non-standard City form for insurance certification is utilized, it must:

Name the City of Kansas City, Missouri as the certificate holder;

Name the City of Kansas City, Missouri as an additional insured; and

Provide cancellation notification to the City thirty (30) days before cancellation.

Standard cancellation clauses must have the wording "endeavor to" or "try to" deleted.

Any reference absent of obligation for failure to notify certificate holder must be deleted.

- 14.3 Please refer to the front of this document for the name of the Buyer and the Bid Number. This information must be included on your Insurance Certificate and/or Bid/Performance Bond.

**15. GREEN, ECO-FRIENDLY, SUSTAINABLE INITIATIVES**

It is the desire of the City of Kansas City, Missouri to purchase and use as much "green, eco-friendly, sustainable" product as possible. From a "Lifestyle" perspective, this could include: Product Content, Pre-Manufacture, Manufacture, Product Design, Packaging and Distribution, Use/Re-use and Maintenance, and Waste Management.

The City recognizes EnergyStar, GreenSeal, and UL Environmental among others.

**16. EMERGENCIES**

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.



- (b) During and after a disaster, Supplier shall provide special services to the City including Supplier shall open Supplier's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) Supplier shall not charge City any fee for opening facilities during an emergency or for extending Supplier's hours of operation during a disaster. City shall pay Supplier the agreed upon contract prices for all purchases made by City during the disaster and Supplier shall not charge City any additional mark-up, fee or cost for any purchases made by City during a disaster.
- (d) Supplier shall quickly mobilize Supplier's internal and external resources to assist City when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, Supplier's facilities shall stay open 24 hours if requested by the City. Supplier shall utilize additional Supplier personnel to take City orders if necessary. Supplier's Call Center shall accept phone orders 24 hours a day.
- (f) Supplier shall have contingency plans with Supplier's suppliers to provide additional supplies and equipment quickly to City as needed.
- (g) Supplier shall cooperate with City to properly document any and all expenses incurred by City with Supplier and Supplier shall assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

**17. BID INFORMATION**

The public bid opening will be held on 07/14/2016 at 2:00 PM (CDT) at the address listed below. Bids are mailed to the following address:

Ronnell E. Simpson, Sr.  
Senior Procurement Officer  
Procurement Services Division  
City of Kansas City, Missouri  
1st Floor, 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, MO 64106-2793

The bid results will be available ten (10) days after the bid opening. Please contact Senior Procurement Officer at [ronnell.simpson@kcmo.org](mailto:ronnell.simpson@kcmo.org)

**18. QUESTIONS AND ANSWERS**

For further information or clarification, any and all questions must be submitted in writing via e-mail or faxed as follows to:

Ronnell E. Simpson, Sr



CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION  
1<sup>st</sup> Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106-2793  
(816) 513-0851 FAX (816) 513-1156

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Senior Procurement Officer

FAX: (816) 513-1156

E-mail: [ronnell.simpson\\*@kcmo.org](mailto:ronnell.simpson*@kcmo.org)

All questions submitted will be answered in writing. If your question results in a change in the Specifications, an Addendum will be sent to all prospective Bidders.

The deadline for questions concerning this IFB IS July 08\*, 2016 at 10:00 a.m.



**SPECIAL INSTRUCTIONS AND CONDITIONS**

**1. PRICING AND PAYMENT**

- 1.1 Pricing structure is to be firm and fixed for the period of the contract.
- 1.2 Prices for goods and services will submitted be as per items listed in PAGE 13.
- 1.3 Price quotations for parts and quoted components shall be submitted at a "cost +" percentage. The invoiced pricing of these goods shall be supportable at any time via submission of your equipment provider's invoicing, and must be relinquished upon request.
- 1.4 The City is under no obligation to pay invoices in excess of the purchase order limitations. Departmental personnel do not have the authority to order in excess of the purchase order amount. The Supplier will not sell to any department in excess of the purchase order amount.

**2. MATERIAL SPECIFICATIONS**

All material used will be new. **No** salvaged material is to be used for this Contract except as specified or pre-approved by an authorized City of Kansas City, MO. Fleet Services representative



SPECIFICATIONS

**Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories**

**1. SERVICE CALLS**

Emergency service may be required twenty-four (24) hours per day, seven (7) days per week. If the supplier should have the inability to perform during certain times, those exceptions must be clearly defined and submitted prior to contract acceptance

**2. REPAIR ORDERS**

2.1 Authorization of Work

All work performed under this contract must be covered by a purchase order with proper certification of funds and a sufficient fund balance. Under no circumstances will work be performed that is not funded and authorized in advance. Any work performed that is not covered by a purchase order will be at the Supplier's risk and expense.

2.2 Repair Cost Estimates

2.2.1 Prior to commencing work, a work order cost estimate will be prepared and submitted to the department ordering work under the contract. The estimate must be reviewed and approved by a departmental supervisor. The estimate may become a part of a purchase order issued for a single repair work order or be approved as part of a series of work orders issued against a blanket purchase order.

2.2.2 Repair estimates will be as firm and accurate as is possible without equipment disassembly and without delay to secure finite parts price from manufacturers. These costs will be referred to as the target cost.

2.2.3 Repair estimates will contain a ceiling cost. The ceiling cost may not be exceeded without the written authorization of the departmental supervisor. When, during the course of a repair job, it becomes apparent that the ceiling cost will be exceeded, the Supplier will immediately inform the departmental supervisor who approved the estimate, and prepare a new estimate with a revised target cost and a new ceiling cost. The revised estimates must be approved prior to incurring costs beyond the previously agreed ceiling cost.

2.2.4 Labor hour costs will be at the rate shown in this contract or lower

2.2.5 Formal cost estimating will be waived for emergency road services. The Supplier shall work the emergency call per the attached pricing schedule. It is expected that the Supplier shall contact the responsible City supervisor with a courtesy/informal synopsis of damages and verbal estimated costing prior to commencing repairs. The City shall use emergency services only as necessary to make the affected equipment transportable, to facilitate permanent repairs in a shop setting.



2.2.6 Any submitted invoicing related to repair of existing equipment must reference the City's job-assigned OWA (Outside Work Authorization) number.

2.3 New equipment orders

2.3.1 New equipment builds shall be awarded taking into account product line, lead time, past Supplier performance and quote pricing. It will be the sole discretion of the of the City's Fleet Services Division to determine which Supplier best serves the particular need the equipment will fill.

2.3.2 The City shall provide the Supplier with anticipated unit quantity at the time of quote request to facilitate volume pricing quotations.

2.3.3 Equipment quotes submitted to the City in response to these requests shall be firm and fixed per this contract, and shall reference this contract.

2.3.4 Parts and components used in the upfit shall be priced on a "cost +" percentage as disclosed on the following schedule.

2.3.5 Upfit labor shall be priced as disclosed on the following schedule.

2.3.6 Submitted quotes will include component and labor pricing disclosure. Ad Valorem charges (nuts, bolts, wire, assembly lube, spray-paint, misc. wiring, & other small parts), shall be disclosed as a **SHOP CHARGE** line item on the quote

2.4 Stop Work Orders

2.4.1 The City reserves the right to order, in writing, that all work cease on the work order.

2.4.2 The City will be obligated only for work performed up to the issuance of the stop work order.

3. **REPAIR ORDER/INVOICE PAYMENT**

3.1 A fully itemized work order and/or delivery receipt will be submitted to the department at the time delivery. It will contain detailed labor hours, (per repair line) price list of parts used, repair comments and other costs.

3.2 The vendor shall submit a courtesy invoice for all warrantable and 3<sup>rd</sup> party payable invoices. The invoice will clearly state \$0.00 balance and define the scope of work and repair performed so that we may track the repair.

3.2 Final payment will be made only after delivery of the equipment and completion of the final acceptance inspection.



3.3 Invoices submitted for payment will reference and have attached a copy of the work order or purchase order, as applicable.

3.4 The City is obligated to promptly pay all valid invoices and to take prompt action to resolve any differences in regards to acceptance of work and payment.

4. **WARRANTY**

The Vendor shall provide complete warranty information to the City department on all repair parts and labor repairs whether or not payment is made to the Vendor. For the City to be in compliance with state law concerning maintenance documentation, it is imperative that the City receive copies of all invoices, non-warranty or otherwise.

5. **GUARANTEE**

All work will be guaranteed against any defect due to faulty material and/or workmanship. Replacement of defective parts and performance of additional labor shall be done at no cost to the City.



CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	
		<u>PRICING</u>	
		WE HAVE READ THE INSTRUCTIONS & CONDITIONS, AND PROPOSE TO FURNISH GENERAL MOTORS MANUFACTURED VEHICLES REPAIR, MAINTENANCE, PARTS AND SERVICE	
	1.	NEW WORK, FABRICATION AND UPFIT LABOR/SHOP	\$ <u>80.00</u>
	2.	EXISTING EQUIPMENT REPAIR AND MODIFICATION LABOR/SHOP	\$ <u>90.00</u>
	3.	EXISTING EQUIPMENT REPAIR/FIELD RATE	\$ <u>N/A</u>
	4.	SERVICE-CALL CHARGE, IF APPLICABLE, FIELD	\$ <u>N/A</u>
	5.	MILEAGE CHARGE FOR SERVICE CALLS	\$ <u>N/A</u>
	6.	SHOP CHARGE PRICING STRUCTURE (FIXED/PERCENTAGE OR CALCULATED - IF APPLICABLE)	\$ <u>4.50 per hour</u>
	7.	FREIGHT IN (COST PLUS %, IF APPLICABLE, N/A IF NOT) <i>2% over cost of freight</i>	<u>2</u> %
	8.	REPAIR PARTS PRICING DISCOUNT-(COST PLUS %)	<u>30</u> %
	9.	NEW WORK PARTS PRICING (COST PLUS %)	<u>15</u> %
	10.	<i>New Work Whole Goods Pricing (cost plus %)</i>	<u>11</u> %



SUPPLIER INFORMATION

1. OTHER ITEM DISCOUNTS

Please state the City contract discount from the Manufacturer's Current Price List.

Percentage Discount: varies % Varies between manufactures and some don't offer List Pricing.

2. HOURS OF OPERATION AND LOCATION

Monday through Friday 7:00 a.m. to 5:00 p.m.

Holidays and Weekends varies a.m. to varies p.m.

Contact Name Ryan Keith

Telephone Number 913-342-1450

Cell Phone Number 816-507-8068

Address of Service Location(s) 3250 Harvester Rd  
Kansas City, KS 66115

3. DELIVERY SERVICES

Indicate advance notice required prior to delivery: 24 Hours

State normal delivery schedule: 8:00am - 3:00pm

State minimum order value to qualify for free delivery: \$ 500.00

State cost of delivery if less than minimum order value: \$ varies



ADDITIONAL INFORMATION

1. CONTRACT PERIOD

The initial contract period shall be from August 1, 2016 through July 31, 2017.

2. RENEWAL OPTIONS

Table with 4 columns: Option Year, Date Range of Renewals, and Prices Bid to Remain Firm & Fixed Pricing? (Yes/No). Rows 2.1-2.4 show renewal options with 'X' marked in the 'NO' column.

3. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

The Bidder agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

YES X NO



4. AUTHORIZED SIGNATURE

By submission of the IFB, the undersigned certifies that:

- It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- The prices contained in this bid have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- It has the full authority of the Offeror to execute the bid and to execute any resulting contract awarded as the result of, or on the basis of, the bid;
- Bidder will not withdraw the bid for ninety (90) days;

\* \* \*

By the below signature, I hereby certify that I have both the legal authority from my company and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Authorized Representative: Ryan Keith

Signature: Ryan Keith

Title: Sales Representative

Company Name: American Equipment Co.

Address: 3250 Harvester Rd

City, State, Zip: Kansas City, KS 66115

Telephone Number: 913-342-1450

Fax Number: 913-342-1377

E-mail Address: ryan@americanequipment.us

E-mail Address for Purchase Orders: same

Date: 7/13/16



6. NO BID RESPONSE

If you choose not to submit a bid, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

Buyer: Ronnell Simpson

Telephone: (816) 513-0805

Return by Fax: (816) 513-1156

Number: EV2260

Please check the appropriate response(s). We respectfully submit "No Response" for the following reason(s):

- 1. We are unable to meet the required delivery date.
2. We cannot provide a product/service to meet the required specifications.
3. We no longer provide the requested product/service.
4. We do not represent the required brand name product(s).
5. The closing date does not allow adequate time to prepare a response.
6. The specifications are too restrictive.
7. We have chosen not to do business with the City.
8. Other (comment below or provide your response on your company letterhead).

Company Name: Supplier No.:

Authorized Signature:

Print Name:

Title:

Date: Telephone No.:

# American Equipment Company

## Vendor Contact List

July 13, 2016

Vendor		
Acme Products Company	LADD Industries	Wired Rite Systems
Advanced Welding, Inc.	Lemco Hydraulics Inc	WorkSafe USA, Inc.
Aero Industries, Inc.	Leyman Lift Gates	Zip's Truck Equipment, Inc.
Air Industrial Resource, Inc.	Liftmoore, Inc.	
Airflo Mfg Co Inc	Luverne Truck Equipment	
American Rigger's Supply, Inc.	Marathon Equipment Co.	
Austin Hardware & Supply Inc.	Masterack-OP23	
Bayne Premium Lift Systems	Merritt Aluminum Products Company	
Boss Snowplow	Monroe Truck Equipment, Inc.	
Buyers Products	Muncie Power Products, Inc.	
Cadet Manufacturing, Inc.	Parkhurst Manufacturing Company Inc	
Carmanah Technologies Corporation	Perkins Manufacturing Co.	
Central Power Systems & Services	Pioneer Cover-Ail (Mountain Tarps)	
Certified Power, Inc	Premier Manufacturing Co	
Crysteel Mfg	Pro-Tech Industries	
CW Mill Equipment	Pulltarps	
Daws Manufacturing Company, Inc	RC Industries	
Deerskin Mfg. - V	Reading Body Works, LLC	
DEL Hydraulics, Inc.	Reelcraft Industries, Inc.	
Dimensions Unlimited LP	Ridewell Corporation	
Diversified Products Mfg.	RKI, Inc.	
DuraTech®	Roll Rite, LLC	
E-Z Pack Refuse Hauling Solutions LLC	Rugby Manufacturing Co.	
Eagle Lift Liftgates-Council Bluffs	Safety Vision	
Economy Manufacturing	Shur-Co, LLC	
ExtendOBed	Snow Wheel Systems	
FallLine Corporation	Southco Industries, Inc.	
Fisher Engineering	Spray Control Systems	
Fleet Engineers Inc.	Stellar Industries, Inc.	
Flink Snow Plows & Spreaders	Superior Signals, Inc.	
Force America Distributing LLC	Swaploader USA LTD.	
Galbreath Inc./WasteQuip	TAFCO Equipment Co	
Galfab LLC	Tarping Systems, Inc.	
H.D. Industries, Inc.	Terminal Supply Co.	
Hannay Reels	Tesco Equipment LLC	
Henke	Thieman Tailgates, Inc.	
Highway Equipment Company	Timbren Industries Inc.	
Highway Products Inc.	Tompkins Industries	
Hillsboro Industries, Inc.	Toter, LLC - c/o Wastequip, LLC	
HOL-MAC Corporation	Transfer Flow, Inc	
Holland, Inc.	VanAir Manufacturing Inc	
Holtz Industries Inc.	VariTech Industries Inc.	
Jensen International, Inc.	Warren, Inc.	
Kalmar Industries	Whelen Engineering Co. , Inc.	
Kennametal	Winter Equipment Company	



# MODIFICATION OF CONTRACT

1. Modification No.: 2      Effective Date: 08-01-18	2. Contract No.: EV2260-1      Effective Date: 08-01-16
3. Senior Buyer: Ronnell E. Simpson Telephone Number: (816) 513-1165	5. Supplier – Name and Address  J & D EQUIPMENT INC DBA: AMERICAN EQUIPMENT COMPANY 3250 HARVESTER ROAD KANSAS CITY, KS 68115 RYAN KEITH
4. Issued By  <b>CITY OF KANSAS CITY, MISSOURI</b> Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 <sup>th</sup> Street Kansas City, Missouri 64106-2793	

6. **SPECIAL INSTRUCTIONS:** Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.

7. Description of Modification

**FABRICATION, INSTALLATION AND REPAIR OF NEW AN EXISTING TRUCK-MOUNTED EQUIPMENT AND ACCESSORIES**

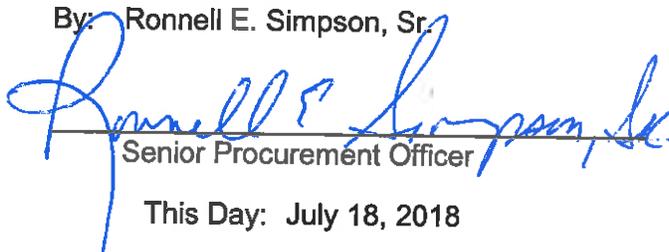
Contract **EV2260-1** is renewed for one (1) year, with at current pricing level, through August 01, 2018 to July 31, 2019, the authority for which is contained in Paragraph 3, Terms of Contract

**Taxpayer Clearance Letter.** In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083.

All other Terms and Conditions of Contract **EV2260-1** remain unchanged.

8. City of Kansas City, Missouri

By: Ronnell E. Simpson, Sr.



Senior Procurement Officer

This Day: July 18, 2018



KANSAS CITY  
MISSOURI

Finance Department

Revenue Division

1118 Oak Street  
Kansas City, MO 64106-2786

Phone: (816) 513-1120

Fax: (816) 513-1264

Email: [revenue@kcmo.org](mailto:revenue@kcmo.org)  
[kcmo.gov/kctax](http://kcmo.gov/kctax)

J AND D EQUIPMENT INC  
3250 HARVESTER RD  
KANSAS CITY KS 66115-1109

00084



Letter Id: L1933339392

Date: 12-Jul-2018

Taxpayer Id: \*\*\_\*\*\*0393



## TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that J AND D EQUIPMENT INC is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Mari Ruck  
Commissioner of Revenue



84110

Visit [kcmo.gov/quicktax](http://kcmo.gov/quicktax) to view the status of your account and for online filing.



# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

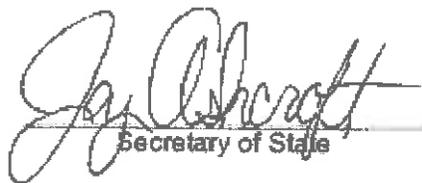
**CORPORATION DIVISION**  
**CERTIFICATE OF GOOD STANDING**

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

***J & D EQUIPMENT, INC.***  
***00431974***

was created under the laws of this State on the 3rd day of October, 1996, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 12th day of July, 2018.

  
Secretary of State



Certification Number: CERT-07122018-0033



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cornerstone Kansas City, LLC 4400 College Blvd. Ste. 350  Overland Park KS 66211	<b>CONTACT NAME:</b> Jolene Robbins <b>PHONE (A/C No. Ext):</b> (913) 378-1050 <b>E-MAIL ADDRESS:</b> jrobbins@ckcins.com	<b>FAX (A/C No.):</b> (913) 378-0399
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> J&D Equipment, Inc. DBA American Equipment Company 3250 Harvester Road Kansas City KS 66115	<b>INSURER A:</b> Auto Owners Insurance Company <b>NAIC #</b> 18988	
	<b>INSURER B:</b> Accident Fund <b>12177</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CL1843025600 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		75186209-18	5/6/2018	5/6/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			51186209-01	5/6/2018	5/6/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			51-186209-02	5/6/2018	5/6/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV6127323	5/6/2018	5/6/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Garagekeepers Liability			51186209-00	5/6/2018	5/6/2019	Actual Loss Sustained \$1,000 Deduct

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Kansas City, Mo is an additional insured in regards to General Liability when required by written contract.

SURETY VERIFIED BY:

**CERTIFICATE HOLDER**

(816) 513-1156 Ronnell.Simpson@kcmo.org

City of Kansas City, MO  
 Attn: Ronnell E. Simpson, Sr.  
 414 East 12th Street  
 1st Floor  
 Kansas City, MO 64106

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Parkhurst/LS

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**CITY OF RAYTOWN  
Request for Board Action**

**Date:** May 1, 2019  
**To:** Mayor and Board of Aldermen  
**From:** Damon Hodges, City Administrator

**Resolution No.:** R-3205-19

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

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

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



**Action Requested:** Board of Aldermen approval of the purchase of a 2020 Ford Explorer to replace the Building Official's vehicle #403.

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

**Analysis:** The current Ford Escape owned by the City is a 2008 model. The bodywork (rust) on the existing vehicle is half the value of the vehicle to repair.

The Public Works Department staff obtained quotes from the Johnson County Kansas Cooperative Contract with Shawnee Mission Ford, Inc. for a new 2020 Ford Explorer base model 4x4. The attached quote is for \$29,097.00 and is within the budgeted amount of \$35,000.00. The remainder of the budgeted amount, \$5,903.00, will be used for the in-house upfitting for lights, decals, and contingency.

The existing Ford Escape will be put up for auction.

The Capital Sales Tax Fund has \$35,000.00 budgeted for the replacement vehicle.

**Alternatives:** Don't make this purchase and direct staff to look for other alternatives.

**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 to Spend: not to exceed \$35,000.00  
Fund: Capital Sales Tax Fund  
205.82.00.100.57000

**Additional Reports Attached:** Shawnee Mission Ford, Inc. quote and Johnson County Kansas Cooperative Contract.

**A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF A 2020 FORD EXPLORER FROM SHAWNEE MISSION FORD, INC. OFF THE JOHNSON COUNTY KANSAS COOPERATIVE PURCHASING CONTRACT IN AN AMOUNT NOT TO EXCEED \$35,000.00**

**WHEREAS**, the Community Development Department has a need for the acquisition of a 2020 Ford Explorer; and

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

**WHEREAS**, Johnson County, Kansas has competitively bid and awarded a contract to Shawnee Mission Ford, Inc.; and

**WHEREAS**, funds for such purpose are budgeted from the Capital Sales Tax and such expenditure has been reviewed and on April 23, 2019 was recommended by the Special Sales Tax Review Committee as being consistent with voter intent; 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 a 2020 Ford Explorer from Shawnee Mission Ford, Inc. off the Johnson County Kansas Cooperative Purchasing Contract in an amount not to exceed \$35,000.00 for fiscal year 2018-2019;

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

**THAT** the purchase of 2020 Ford Explorer from Shawnee Mission Ford, Inc. off the Johnson County Kansas Cooperative Purchasing Contract in an amount not to exceed \$35,000.00 for fiscal year 2018-2019 is hereby authorized and approved; and

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

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 7<sup>th</sup> day of May, 2019.

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Michael McDonough, Mayor

ATTEST:

Approved as to Form:

---

Teresa M. Henry, City Clerk

---

Jennifer M. Baird, City Attorney

# Shawnee Mission Ford, Inc.

11501 SHAWNEE MISSION PARKWAY • P.O. BOX 3179  
SHAWNEE, KANSAS 66203-0179 • 913/631-0000 • FAX 913/631-7325

March 12, 2019

Jeff McGill  
City of Raytown

MACPP Pricing

2020 Ford Explorer Base 4x4 (K8B)

Exterior: Oxford White (YZ), Iconic silver (JS)

Interior: Sandstone (7N)

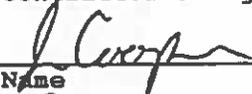
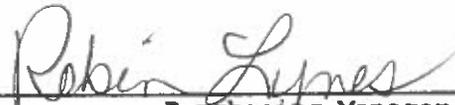
Base Price:	\$28,984
Options:	
• Floor Liners (16N)	\$113
• 2.3L Eco Boost	\$standard
Total	\$29,097
Additional Options to consider	
• 3.3L V-6 (99B)	\$NC

Thank you for your time and interest.

Sincerely,  
Jay Cooper



Government Fleet Sales

<p>1. Modification No.: 2</p> <p>Effective Date: 11/16/2018</p>	<p>2. Contract No.: 2016-002 2019 Model Year Vehicles</p> <p>Effective Date: 11/15/2016</p>
<p>3. Purchasing Administrator: Dale Bauer Telephone Number: (913) 715-0591 E-Mail: dale.bauer@jocogov.org</p>	<p>4. Contractor-Name and address: Shawnee Mission Ford 11501 Shawnee Mission parkway Shawnee, KS 66203 913-631-0000 Jay Cooper jay.cooper@shawneemissionford.com</p>
<p>4. Issued By: Johnson County, Kansas Treasury and Financial Management, Purchasing Division County Administration Building 111 South Cherry Street, Suite 2400 Olathe, KS 66061-3486 913-715-0525</p>	
<p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt.</u> Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p> <p style="text-align: center;">*</p>	
<p>7. DESCRIPTION OF MODIFICATION:</p> <p>Exercise option to renew this contract for (1) additional twelve (12) month period per Bid Section 4, page 6 of the original bid documents. This extends the contract through 11/15/2019. There are no more renewals remaining on this contract. The 2020 Model Year will have a new bid solicitation. Pricing is based on the 2016-002 renewal submission for the 2019MY Vehicles dated October 2018.</p>	
<p>8. Contractor's Signature</p> <p> Name</p> <p><u>Govt FLT Sales</u> Title</p> <p><u>11-29-18</u> Date</p>	<p>9. Johnson County, Kansas</p> <p>By:</p> <p> Purchasing Manager</p>
<p>10. Distribution:</p> <p>Original - Bid File Copies - Departments as applicable Surety Company</p>	<p>This day 29<sup>th</sup> NOVEMBER , 2018</p>

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

**Date: May 3, 2019**  
**Mayor and Board of Aldermen**  
**From: Sergeant Gary Davis #1155**

**Resolution No.: R-3206-19**

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

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

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



**Action Requested:** A resolution requesting approval for the fiscal year 2019 MoDOT Click It or Ticket Enforcement Campaign Grant Application.

**Recommendation:** Approve the resolution.

**Analysis:** The Police Department would like to participate and make an application for grant funding for the 2019 Click It or Ticket Enforcement Campaign through the Missouri Department of Transportation's Highway & Safety Division for the 2019 fiscal year. If awarded, the billed hours worked by officers of the Raytown, Missouri Police Department will be reimbursed at the rate of 100%. The Raytown Police Department intends to utilize these funds to locate, apprehend and deter hazardous driving, with attention focused on the utilization of safety belts, within the Raytown City limits. With the extra officers designated to participate in this grant, it is perceived that injuries associated with non-use of factory installed safety belts during motor vehicle crashes within the Raytown city limits will be decreased as well.

The grant, if awarded, allows for \$750.00 dollars to be used for overtime assignments, and will be reimbursed at 100% to the city. There is no match required by the City for this grant.

**Alternatives:** The Board of Aldermen could choose not to approve the resolution for the application of grant funding, in which case existing Police resources would be used to attempt to achieve similar results regarding hazardous moving violation enforcement and crash abatement.

**Budgetary Impact:**

Not Applicable

**Additional Reports Attached:** 2019 Click It or Ticket Enforcement Campaign Grant Application

**A RESOLUTION AUTHORIZING AND APPROVING PARTICIPATION BY THE CITY IN THE CLICK IT OR TICKET ENFORCEMENT CAMPAIGN AND AUTHORIZING AN APPLICATION THROUGH THE MISSOURI DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY & TRAFFIC DIVISION**

**WHEREAS**, the City of Raytown (the "City") would like to participate in the Missouri Department of Transportation's Highway Safety & Traffic Division Click It or Ticket Enforcement Campaign; and

**WHEREAS**, grant funding is available from the State of Missouri for such purposes and the City desires to submit an application for such funding to enhance its Police Department operations; and

**WHEREAS**, the Board of Aldermen find it is in the best interests of the City to approve an application in the Missouri Department of Transportation's Highway Safety & Traffic Division Click It or Ticket Enforcement Campaign;

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

**THAT** participation in the Missouri Department of Transportation's Highway Safety & Traffic Division Click It or Ticket Enforcement Campaign is hereby approved; and

**FURTHER THAT** an application for a Missouri Department of Transportation Highway Safety & Traffic Division Click It Enforcement Campaign Grant in the amount of \$750.00 is hereby authorized and approved; and

**FURTHER THAT** the City Administrator is hereby authorized to execute the application along with any and all other documents necessary or incidental thereto and to take any and all actions necessary to effectuate the terms of the grant application and program participation.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 7<sup>th</sup> day of May, 2019.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Jennifer M. Baird, City Attorney

**DEPARTMENT OF POLICE  
RAYTOWN, MISSOURI**

**INTERDEPARTMENT COMMUNICATION**

TO: Chief Randy Hudspeth

FROM: Sgt. Gary Davis 1155

SUBJECT: 2019 Click It Or Ticket Campaign

Please see attached the 2019 Click It Or Ticket Enforcement Campaign for the time period of May 20<sup>th</sup> – June 02<sup>nd</sup>, 2019. The reimbursable grant is for \$750.00 dollars. If approved, would you sign where indicated and return to me so that I may send the original to the State and copies to their respective places. Once approved, I will post the details of the grant on the Patrol bulletin board.

DEPT. Patrol Division SIGNED Sgt. Gary Davis 1155

DATE 05/02/2019 APPROVED \_\_\_\_\_

**University of Central Missouri  
Subaward Agreement  
Click It or Ticket Enforcement Campaign**

<b>Pass-Through Entity (PTE):</b> University of Central Missouri – Missouri Safety Center		<b>Subrecipient:</b> Raytown Police Dept.
<b>PTE Principal Investigator: Joanne Kurt-Hilditch</b> <b>Director, Missouri Safety Center</b>		<b>Subrecipient Principal Investigator (PI):</b> Raytown Police Dept.
<b>PTE DUNS Number: 79-559-7124</b>		<b>Subrecipient DUNS Number: 030714448</b>
<b>PTE FEIN: 44-6000293</b>		<b>Subrecipient FEIN: 44-6005511</b>
<b>Subaward Number: SAF109-0280</b>	<b>CFDA No.: 20.600</b>	<b>State Awarding Agency:</b> MO Dept. of Transportation – Highway Safety & Traffic
<b>PTE State Award No: 19-PT-02-067</b>		<b>Federal Awarding Agency:</b> US Department of Transportation
<b>Project Title: Click It or Ticket (CIOT) Enforcement Campaign</b>		
<b>Subaward Period of Performance:</b> <i>Award Start: May 20, 2019</i> <i>Award End: June 02, 2019</i>		<b>Subaward Type:</b> Reimbursable
		<b>Subaward Value:</b> \$750

**Terms and Conditions:**

The parties to this contract do mutually agree to the following terms and conditions as outlined in this documents and corresponding attachments.

**Reporting and Monitoring Requirements:**

All invoicing and reporting will follow the guidelines and restrictions as set out in the attached statement of work. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Agency.

The Agency shall permit monitoring by the State or appropriate federal agency representatives, and comply with such reporting procedures as may be established by the State. The Agency shall maintain all related records for three years following the end date of this contract. Record retention is required for purposes of Federal examination and audit. All invoicing and reporting will follow the guidelines and restrictions as set out in the attached statement of work and contract. By signing this form, Agency agrees to abide by the terms set forth in the statement of work.

**Non-Supplanting Certification:**

The agency affirms that the federal funds will not be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt of federal funds. Only eligible officer overtime will be reimbursable through this contract.

**Revisions and Amendments:**

Matters concerning the technical performance of this agreement, not cost extensions, a request or negotiation of any changes in terms, conditions, or amounts should be directed to the UCM principal investigator, as noted in this contract. Any changes made to this agreement require the written approval of each party’s Authorized Official.

**Indemnification:**

Each party shall be responsible for damages resulting from the wrongful or negligent acts or omissions of each respective party’s employees, agents, and/or representatives for risks, losses, and circumstances occurring during or arising out of the scope of work in this agreement. University of Central Missouri does not waive its sovereign immunity as provided by RSMo Section 537.600, nor did any of the protections afford it as a quasi-public body of the State of Missouri. The University agrees to be responsible hereunder only to the extent that it would otherwise be liable under the provision of RSMo Section 537.600.

Project Description & Total Amount of Federal Pass-Through to PTE:

Through management of the Occupant Protection overtime enforcement campaigns, provide law enforcement agencies with the resources to fund full, part-time and reserve officers overtime pay for enforcement in targeted locations to increase the awareness and compliance of seat belt usage by all Missouri drivers and passengers during the national and state campaigns. These resources will be in the form of sub-award grants to law enforcement agencies identified by Missouri's HSTD. The total amount of the Federal pass-through funding to PTE is \$273,409.80.

Termination of Agreement for cause:

Either party may terminate this agreement with thirty (30) days written notice to the appropriate party's principal investigator. If applicable, the University shall pay Agency for termination costs as allowable under OMB 2 CFR Parts 200 and 1201.

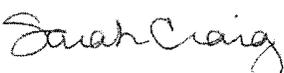
Governing law: This Agreement shall be interpreted under and governed by the laws of the State of Missouri.

Reimbursable Award: The University of Central Missouri (UCM) hereby awards a cost reimbursable contract of up to **\$750** to the **Raytown Police Dept.** to support officer overtime on the **Click It or Ticket (CIOT) Enforcement Campaign.** In its performance of work under the terms of this agreement, Agency shall be an independent entity and not an employee or agent of UCM.

Attachments:

**Attachment A:** Statement of Work and Notice of Eligibility

**Attachment B:** Contract between the Missouri Highways and Transportation Commission & University of Central Missouri/Missouri Safety Center

Signature of Authorized Official of PTE (UCM):  	<b>Signature</b> of Authorized Official of Subrecipient (Agency):  
Printed Name: Sarah Craig      Date: 10/01/2018	Printed Name: Chief Randy Hudspeth      Date: 05/03/19
Title: Director, Sponsored Programs	Title: Chief of Police
UCM Project Address: Missouri Safety Center Attn: Mindy Sergeant Humphrey Building, Suite 200 Warrensburg, MO 64093  Phone: 660-543-4392      Fax: 660-543-4482  <b>Email: sergent@ucmo.edu</b>  <b>Subaward Number: SAF109-0280</b>	<b>Signature</b> of Enforcement Administrator of Subrecipient:   Printed Name: <b>Sgt. Gary Davis</b> Date: 05/02/2019 Agency Address: 10000 E. 59th Street Raytown, MO 64133 Agency Phone: 816-737-6020 Agency Email: davisg@raytownpolice.org



## Attachment A: Statement of Work and Notice of Eligibility Click It or Ticket (CIOT) Enforcement Campaign

The Highway Safety & Traffic Division – Missouri Department of Transportation (MoDOT) has identified **Raytown Police Dept.** as eligible to participate in the **CIOT Enforcement Campaign**. Full-time, part-time and reserve officers are eligible to participate in overtime enforcement campaigns. Part-time and reserve officers must have the same authority as a full-time permanent officer.

Through the University of Central Missouri Subaward Agreement (here after referred to as Subaward Agreement), a maximum reimbursable amount of **\$750** has been designated for actual officer overtime salary and fringe benefits dedicated to enforcement activities during this enforcement campaign.

Participation in **CIOT Enforcement Campaign** requires your agency to:

1. Complete the sections of the University of Central Missouri Subaward Agreement:
  - TWO DIFFERENT (required) signatures. These are typically the Chief, Sheriff or Authorized Official AND the Enforcement Administrator for your agency.
  - Agency Contact Information to include: Address, Phone and Email
2. The TWO signatures on the submitted Subaward Agreement must match the two required signatures on the Overtime Enforcement Manpower Report Form. If the signatures are different a memo must be included with the Overtime Enforcement Manpower Report Form explaining the reason for the difference.
  - Therefore, if the person who signed as the Authorizing Official on the Subaward Agreement also works the enforcement campaign a different authorizing official would need to sign the Overtime Enforcement Manpower Report Form then a memo must be submitted explaining the reason for the difference in signatures between the Subaward Agreement and the Overtime Enforcement Manpower Report Form. The Authorizing Official cannot certify/approve THEIR-OWN hours worked.
3. Return the signed Subaward Agreement no later than **May 20, 2019** to **Mindy Sergent**:
  - Scan then Email to: [sergent@ucmo.edu](mailto:sergent@ucmo.edu) or
  - Fax to: 660-543-4482
4. Upon receipt of the completed Subaward Agreement, your agency will receive an **email message** from **Mindy Sergent** which will include the following enforcement documents:
  - Pre and Post News Release Examples
  - Overtime Enforcement Manpower Report Form
  - Enforcement Reimbursement Check List
  - Highway Safety Campaign Letter to include the On-Line Mobilization Reporting Instructions
5. Upon campaign completion below items must be completed and submitted to the Missouri Safety Center **NO LATER THAN July 19, 2019**. Reports submitted after **July 19, 2019** may **not** be reimbursed:
  - Missouri Safety Center - Overtime Enforcement Manpower Report Form
  - Signatures on Subaward Agreement MATCH signatures on Manpower Report, if not, a memo indicating why the signatures are different
  - Copies of the salary earnings or salary verification statement showing that the individual(s) who worked the enforcement received payment. This should be an **agency generated payroll report** to include a check date
  - Online reporting of citations has been submitted to Highway Safety (<https://mobilization.rejis.org/>)

**On behalf of the Missouri Department of Transportation's Highway Safety & Traffic Division and the Missouri Safety Center, we appreciate your willingness to assist in making our roadways safer for all.**

**CONTRACT CONDITIONS**

**IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.**

**I. RELATIONSHIP**

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

**II. GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

**IV. EQUIPMENT**

**A. PROCUREMENT:** Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

**B. DISPOSITION:** The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

**C. REPLACEMENT:** No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength.

**V. FISCAL RESPONSIBILITY**

**A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.

## CONTRACT CONDITIONS

**B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Subrecipient will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

**C. ACCOUNTING:** The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

**D. OMB AUDIT:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

## **VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRS.gov for each sub-grant awarded:

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if:
  1. the entity in the preceding fiscal year received-
    - a. 80 percent or more of its annual gross revenues in Federal awards;
    - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
  2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

## **VII. TERMINATION**

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient-or its subcontractor under the provisions of this contract. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

Attachment B - Contract between the Missouri Highways and Transportation Commission & University of Central Missouri Missouri Safety Center

## CONTRACT CONDITIONS

### VIII. NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;

**CONTRACT CONDITIONS**

4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

**IX. STATUTORY AND REGULATORY REQUIREMENTS**

**A. COMPLIANCE:** The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505--Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650--Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

**X. PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

**XI. INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

**OPTION 1:**

- A.** To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT 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 Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B.** The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :
  1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and
  2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in 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.
- 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.

**OPTION 2:**

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT 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 Subrecipient's performance of its obligations under this Agreement .

**CONTRACT CONDITIONS**

**XII. AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.

**XIII. MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

**XIV. ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

**XV. LAW OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

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

**XVII. 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.

**XVIII. NONSEGREGATED FACILITIES**

(Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

**XIX. FUNDING ORIGINATION AND AUDIT INFORMATION**

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>CFDA#</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

\*The Highway Safety and Traffic Division is aware of the pending 2018 change in CFDA numbers to Assistance Listings. At the time of this contract preparation, the final format of revised CFDA/Assistance Listings was not available from the U.S. General Services Administration (GSA). Once final CFDA numbers are available, the Highway Safety and Traffic Division will provide them via memo.

**XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace.
  2. The Subrecipient's policy of maintaining a drug-free workplace.
  3. Any available drug counseling, rehabilitation, and employee assistance programs.
  4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

## CONTRACT CONDITIONS

- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination.
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

### **XXI. POLITICAL ACTIVITY (HATCH ACT)** **(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

### **XXII. CERTIFICATION REGARDING FEDERAL LOBBYING** **(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **XXIII. RESTRICTION ON STATE LOBBYING** **(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**CONTRACT CONDITIONS**

**XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(applies to subrecipients as well as States)**

Instructions for Primary Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions:

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

**CONTRACT CONDITIONS**

- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

## CONTRACT CONDITIONS

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **XXV. BUY AMERICA ACT** **(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
  2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.
- [www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf](http://www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf)

### **XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE** **(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

### **XXVII. POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

### **XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**CONTRACT REQUIREMENTS****THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING**

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
  1. Title of the class
  2. Date(s) and location of class
  3. Printed Name and signature of attendees (unless otherwise prohibited)
  4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

**THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY****A. PROBLEM IDENTIFICATION**

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

**B. PROJECT ACTIVITIES**

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Subrecipient is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Child Passenger Safety campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org/>.
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

**C. PARTNERSHIPS**

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

**D. ALLOWABLE COSTS**

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

**E. DRUNK DRIVING ENFORCEMENT PROJECTS**

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdown held annually.

**F. SOBRIETY CHECKPOINTS**

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

## PROBLEM IDENTIFICATION

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During 2011-2015, 60 percent of drivers and occupants killed in crashes in Missouri were unrestrained. The number of unrestrained teens killed in Missouri crashes during the last five years is even higher - 75 percent. When analyzing only the pickup truck drivers and occupants, 80 percent of those killed during the last five years were unrestrained. Missouri's observed safety belt use rate of 80 percent in 2015 is well below the national average of 88 percent. Missouri conducts a statewide observational safety belt survey annually, a teen safety belt survey biennially, and a child passenger and commercial motor vehicle safety belt use survey alternately when funds are available. (2018 Missouri Highway Safety Plan)

Properly wearing a safety belt or using a child restraint is the single most effective way to prevent death and reduce injuries in a crash. According to the National Highway Traffic Safety Administration, safety restraint systems, when utilized correctly, reduce the risk of fatal injuries to front-seat passenger vehicle occupants by 45 percent and reduce the risk of moderate-to-critical injuries by 50 percent. For occupants of light trucks, using safety belts lower the risk of fatal injuries by 60 percent and moderate-to-critical injuries by 65 percent. (2018 Missouri Highway Safety Plan)

According to NHTSA's Countermeasures That Work 8th edition 2015, "The most effective strategy for achieving and maintaining restraint use at acceptable levels is well publicized high visibility enforcement of strong occupant restraint use laws. The effectiveness of high visibility enforcement has been documented repeatedly in the United States and abroad. High-visibility enforcement campaigns are effective in both primary and secondary law States. NHTSA's 2003 evaluation found that belt use increased by 4.6 percentage points across the primary law States and by 6.6 percentage points across the secondary law States with the primary law States having had higher use rates before the campaigns (Solomon et al., 2003). NHTSA's evaluation of the 2004 Click It or Ticket campaign found that the campaign increased belt use in 25 secondary jurisdictions by an average of 3.7 percentage points." Also noted by NHTSA, "CDC's systematic review observed that short-term, high-visibility enforcement campaigns increased belt use more among traditionally lower-belt-use groups, including young drivers, rural drivers, males, African-Americans, and Hispanics (Shults et al., 2004).

According to the 2018 Missouri Highway Safety Plan, "Some of the most effective campaigns have been the national law enforcement mobilization efforts such as "Click It or Ticket" and "Drive Sober or Get Pulled Over." People heard about the mobilizations in the media, and drivers were aware that the risk of apprehension was high. These campaigns have proven their ability to not only heighten awareness, but also to ultimately make positive behavioral changes.

The Highway Safety Office will continue to support law enforcement efforts to encourage seat belt use by participating in the Click It or Ticket Campaign and the states 5 other occupant protection enforcement campaigns. (2018 Missouri Highway Safety Plan)

Missouri continues to make progress, through public information and enforcement efforts, to increase the use of seat belts, however; more effort is needed in the area of enforcement during the national Click It or Ticket campaign.

Missouri's Blueprint- A Partnership Toward Zero Deaths 2016-2020, established "Increase the emphasis on special occupant protection mobilizations that include public information campaigns and Selective Traffic Enforcement Programs (e.g., Click It or Ticket, Drive Sober or Get Pulled Over, etc.)," as key strategies for unrestrained drivers and occupants.

A need exists to assist Missouri's Highway Safety & Traffic Division (HSTD) to encourage increased law enforcement participation in OP enforcement and specialized mobilization efforts. Within Missouri's Blueprint ~ A Partnership Toward Zero Deaths 2016-2020 there exists a key substance-impaired driver strategy for law enforcement,

- Increase the emphasis on special occupant protection mobilizations that include public information campaigns and selective traffic enforcement programs (e.g., Click It or Ticket, Drive Sober or Get Pulled Over, etc.);
- Encourage use of coordinated multi-jurisdictional enforcement activities addressing high-risk driving behaviors (e.g., use of safety belts, aggressive driving, speeding, substance-impaired driving, etc.)

In addition, Missouri's "2018 Missouri Highway Safety Plan" included the following Core Performance Measure Goals:

- To decrease unrestrained passenger vehicle occupant fatalities in all seating positions by 7.0 percent annually;
- Increase statewide safety belt usage by 1 percent annually from 81 in 2016 to 83 percent in 2018

## GOALS/OBJECTIVES

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**Goal:**

Encourage increased participation from law enforcement partners in the State's Occupant Protection enforcement and special mobilization efforts during the national Click-It-or-Ticket (CIOT), Youth Seat Belt, and CPS campaign.

**Objective:**

Through management of the Occupant Protection overtime enforcement campaigns, provide law enforcement agencies with the resources to fund full, part-time and reserve officers overtime pay for enforcement in targeted locations to increase the awareness and compliance of seat belt usage by all Missouri drivers and passengers during the national and state campaigns. These resources will be in the form of sub-award grants to law enforcement agencies identified by Missouri's HSTD.

## PROJECT DESCRIPTION

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The Missouri Safety Center (MSC) will manage this program by encouraging targeted law enforcement agencies to participate in the State's national OP enforcement and special mobilization efforts. This will be accomplished through sub-award grants to law enforcement agencies, selected by the HSTD making available overtime funds. Additional agencies may be added or removed based on available funds and guidance from the HSTD. These overtime funds will be used to increase DWI enforcement efforts during the following campaigns:

- Youth Seat Belt Enforcement (March, 2019),
- Click It or Ticket It Enforcement (May - June, 2019), and
- Child Passenger Seat Enforcement (September, 2019)

Personnel: The Missouri Safety Center will provide two full-time support staff personnel to perform the duties of this grant as part of or in total of their overall duties for the MSC. See detailed budget, attached.

Upon receipt of the HSTD enforcement database which includes the identified law enforcement agencies and their individual funding amounts, (MSC is to receive HSTD Enforcement Database and Pre/Post press releases 6 weeks prior to the start date of the campaign), the Missouri Safety Center will:

- E-mail invitations and sub-award grant contracts to all designated agencies,
- Either by phone or electronically make a minimum of two contacts to those agencies that did not respond by the established deadline and determine their participation status, and inform HSTD representative,
- E-mail the participation and informational documents to law enforcement agencies upon receipt of their signed contracts indicating their desire to participate,
- Receive, upon completion of the enforcement effort, the agency Manpower Report Form indicating the number of officers and hours worked for reimbursement,
- Receive, upon completion of the enforcement effort, departmental documentation for verification of officer(s) overtime payment,
- Make, as needed, additional contacts to those agencies that have not submitted their Manpower Report Form by the established deadline,
- Verify the participating agency has submitted their Enforcement Statistics Reports via the HSTD Online Mobilization Reporting system,
- Verify the Manpower Report Form and requested reimbursement amounts are accurate and within the contract specifications, approve, and process for payment,
- Submit a report and reimbursement voucher to the HSTD upon completion of the enforcement effort,
- Submit back to HSTD an updated database.

\*Salary and fringe benefit totals are based on a projected 3% salary increase and a 3% benefits increase. Because UCM does not announce or implement COLA and/or benefit increases until July 1, each fiscal year, an additional salary/benefits increase is calculated to account for any possible increases.

\*\* In affect the Occupant Protection Enforcement grant is three individual enforcement campaigns in one , each taking approximately the same amount of time as a single enforcement campaign.

SUPPLEMENTAL INFORMATION

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<u>Question</u>	<u>Answer</u>
1 Does your agency have and enforce a safety belt use policy?	Yes
2 If NO, please explain.	
3 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
4 If NO, please explain.	
5 What type of agency do you represent (e.g. state government, local government, not for profit, for profit)? State Government - University of Central Missouri	
6 Will this project have an impact statewide, regionally, or locally? Statewide	
7 What target group will this project impact (e.g. young, older, impaired)? All Drivers	
8 What age group does your project focus on? All Drivers	
9 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
10 If NO, please explain.	
11 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
12 If YES, please explain.	
13 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
14 If YES, please explain.	
15 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. Total officer overtime and fringe amounts are established by the Highway Safety & Traffic Division, at times increasing our initial application amounts. The use of funds depends greatly on agency and officer participation and, in general, participation does not match projected expectations. However, it should be noted that steady increases have occurred in participation.	
16 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
17 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

18 If you answered NO to either question 16 and 17, DO NOT answer this question. If you answered YES to both question 16 and 17, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

19 Does this project employ proven best practices or would it be considered a pilot project?

Yes - Proven Best Practices

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
2. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
3. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
4. Attaining the Goals set forth in this contract\*
5. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
6. The project will be evaluated by the Highway Safety and Traffic through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The Missouri Safety Center will evaluate the project by monitoring completion of the goals and objectives of the program including: number of agencies involved in each campaign, dollars spent vs. dollars available for each enforcement campaign, and number of officers involved in overall campaigns. The Missouri Safety Center will work with MODOT on outcome measures related to types of arrests, warnings, and other activities identified through agency reporting.

**CITY OF RAYTOWN  
Request for Board Action**

**Date:** May 1, 2019  
**To:** Mayor and Board of Aldermen  
**From:** Damon Hodges, City Administrator

**Resolution No.:** R-3207-19

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

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

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



**Action Requested:** Board of Aldermen approval of the purchase of a single-axle dump truck with spreader (dump truck body, plow, spreader and hydraulics).

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

**Analysis:** The current dump truck owned by the City is 16 years old. Maintenance costs have become excessive due to the age of the vehicle.

The Public Works Department staff obtained a quote from the KCMO cooperative purchasing agreement with American Equipment Company (\$75,546.00) for the dump truck body, plow, spreader and hydraulics. The following RBA will be for this dump truck's chassis.

A contingency amount of \$3,000.00 will be used for the in-house upfitting of lights and decals – making the cost \$78,546.00.

The Capital Sales Tax Fund has \$165,000.00 budgeted for a single-axle dump truck with spreader.

**Alternatives:** Continue to repair the truck and leave it in service. This is not desirable and will be increasingly expensive.

**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 to Spend: not to exceed \$78,546.00  
Fund: Capital Sales Tax Fund  
205.62.00.100.57000

**Additional Reports Attached:** American Equipment Company quote and KCMO Cooperative Purchasing Agreement

**A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF A SINGLE-AXLE DUMP TRUCK BODY, PLOW, SPREADER AND HYDRAULICS FROM AMERICAN EQUIPMENT COMPANY OFF THE CITY OF KANSAS CITY MISSOURI COOPERATIVE PURCHASE CONTRACT IN AN AMOUNT NOT TO EXCEED \$78,546.00**

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

**WHEREAS**, the City of Kansas City, Missouri has competitively bid and awarded a contract to American Equipment Company for the purchase of a single-axle dump truck body, plow, spreader and hydraulics; and

**WHEREAS**, funds for such purpose are budgeted from the Capital Sales Tax and such expenditure is recommended by the Special Sales Tax Review Committee as being consistent with voter intent; 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 a single-axle dump truck body, plow, spreader and hydraulics from American Equipment Company in the amount of \$75,546.00, off the City of Kansas City, Missouri Cooperative Purchase Contract;

**WHEREAS**, the City of Raytown also finds it is in the best interest of the citizens of the City of Raytown to authorize and approve an additional contingency in the amount of \$3,000.00 for in-house upfitting of lights and decals for a total amount not to exceed \$78,546.00.

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

**THAT** the purchase of a single-axle dump truck body, plow, spreader and hydraulics from American Equipment Company in an amount not to exceed \$75,546.00, off the City of Kansas City, Missouri Cooperative Purchase Contract, is hereby authorized and approved;

**FURTHER THAT**, the City of Raytown also finds it is in the best interest of the citizens of the City of Raytown to authorize and approve an additional contingency in the amount of \$3,000.00 for in-house upfitting of lights and decals for a total amount not to exceed \$78,546.00.

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

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 7<sup>th</sup> day of May, 2019.

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Michael McDonough, Mayor

ATTEST:

Approved as to Form:

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Teresa M. Henry, City Clerk

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Jennifer M. Baird, City Attorney

# American

EQUIPMENT CO.

3250 Harvester Road

Kansas City, Kansas 66115

(Phone) 913-342-1450 (Fax) 913-342-1377

sales@americanequipment.us

## QUOTATION

DATE	Quotation #
4/15/2019	041519/10RK

NAME / ADDRESS
City of Raytown 10000 East 59th Raytown, MO 64133

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #
	Credit Card	REK		816-737-6046	816-737-6052

QTY	ITEM	DESCRIPTION	U/M	COST	Total
1	300	Pricing based on City of Kansas City, MO Contract # EV2260 Warren WXL450-10 304 Stainless Steel Dump Body: - crossmemberless design - 30" 10 ga. 304 Stainless Steel Sides and Ends - 1/4" AR400 floor - telescopic hoist - air operated tailgate latch - 1/2 cabshield with oval light holes in front and sides - Install (2) oval LED strobe light facing forward in cabshield and install (2) oval LED strobe lights facing rear in rear corner posts with switch in cab - Install (2) oval LED strobe light facing out sides in cabshield and (2) oval LED strobe lights facing out sides in rear corner posts - Pulltarp aluminum tarp system with side arms, asphalt tarp - Stainless EZ-STEP III ladder mounted below steps on each side - snowplow lights with stainless brackets mounted on hood - 3/4" hitchplate with 20 ton pintle, d-rings - electric trailer brake controller - Trailer plug - to be determined Force America central hydraulic system with: - 5100EX electric spreader control with ground speed control - Ultra electric joystick controls - VT35 Stainless Steel Tank / Valve Combo Warren AC-2420-10 304 Stainless Steel Auger Spreader: - direct drive hydraulic motor with sensor		75,546.00	75,546.00

Quoted by Ryan Keith	<b>Total</b>
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# American

EQUIPMENT CO.

3250 Harvester Road

Kansas City, Kansas 66115

(Phone) 913-342-1450 (Fax) 913-342-1377

sales@americanequipment.us

## QUOTATION

DATE	Quotation #
4/15/2019	041519/10RK

NAME / ADDRESS
City of Raytown 10000 East 59th Raytown, MO 64133

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #
	Credit Card	REK		816-737-6046	816-737-6052

QTY	ITEM	DESCRIPTION	U/M	COST	Total
		<ul style="list-style-type: none"> <li>- top screens and inverted V</li> <li>- ladder mounted on rear of spreader</li> <li>- galvanized spreader stand</li> </ul> Henke 36R10IS 10' Reversible Snowplow: <ul style="list-style-type: none"> <li>- 1x6" runners</li> <li>- carbide cutting edges</li> <li>- rubber snow deflector</li> <li>- (2) rod markers</li> <li>- (2) curb guards</li> <li>- UQH truck hitch</li> </ul> Installation  Options: Henke Parallel Lift Snowplow in lieu of UQH Snowplow above - add \$5,057.00 Carbide 1x6 runners in lieu of steel - add \$382.00			

Quoted by Ryan Keith	<b>Total</b>	\$75,546.00
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**This quote is valid for 30 days. Applicable taxes not included.**



# MODIFICATION OF CONTRACT

1. Modification No.: 2      Effective Date: 08-01-18	2. Contract No.: EV2260-1      Effective Date: 08-01-16
3. Senior Buyer: Ronnell E. Simpson Telephone Number: (816) 513-1165	5. Supplier – Name and Address  J & D EQUIPMENT INC DBA: AMERICAN EQUIPMENT COMPANY 3250 HARVESTER ROAD KANSAS CITY, KS 68115 RYAN KEITH
4. Issued By  <b>CITY OF KANSAS CITY, MISSOURI</b> Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 <sup>th</sup> Street Kansas City, Missouri 64106-2793	

6. **SPECIAL INSTRUCTIONS:** Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.

7. Description of Modification

**FABRICATION, INSTALLATION AND REPAIR OF NEW AN EXISTING TRUCK-MOUNTED EQUIPMENT AND ACCESSORIES**

Contract **EV2260-1** is renewed for one (1) year, with at current pricing level, through August 01, 2018 to July 31, 2019, the authority for which is contained in Paragraph 3, Terms of Contract

**Taxpayer Clearance Letter.** In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083.

All other Terms and Conditions of Contract **EV2260-1** remain unchanged.

8. City of Kansas City, Missouri

By: Ronnell E. Simpson, Sr.

Senior Procurement Officer

This Day: July 18, 2018



KANSAS CITY  
MISSOURI

Finance Department

Revenue Division

1118 Oak Street  
Kansas City, MO 64106-2786

Phone: (816) 513-1120  
Fax: (816) 513-1264  
Email: revenue@kcmo.org  
kcmo.gov/kctax

J AND D EQUIPMENT INC  
3250 HARVESTER RD  
KANSAS CITY KS 66115-1109

00084



Letter Id: L1933339392  
Date: 12-Jul-2018  
Taxpayer Id: \*\*\_\*\*\*0393



### TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that J AND D EQUIPMENT INC is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Mari Ruck  
Commissioner of Revenue



84110

Visit [kcmo.gov/quicktax](http://kcmo.gov/quicktax) to view the status of your account and for online filing.



# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

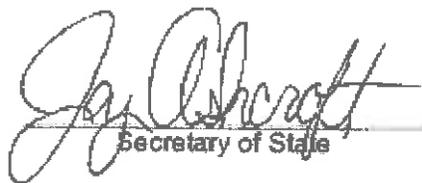
**CORPORATION DIVISION**  
**CERTIFICATE OF GOOD STANDING**

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

***J & D EQUIPMENT, INC.***  
***00431974***

was created under the laws of this State on the 3rd day of October, 1996, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 12th day of July, 2018.

  
Secretary of State



Certification Number: CERT-07122018-0033



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cornerstone Kansas City, LLC 4400 College Blvd. Ste. 350  Overland Park KS 66211	<b>CONTACT NAME:</b> Jolene Robbins <b>PHONE (A/C No. Ext):</b> (913) 378-1050 <b>E-MAIL ADDRESS:</b> jrobbins@ckcins.com		<b>FAX (A/C No.):</b> (913) 378-0399
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> J&D Equipment, Inc. DBA American Equipment Company 3250 Harvester Road Kansas City KS 66115	<b>INSURER A:</b> Auto Owners Insurance Company		<b>18988</b>
	<b>INSURER B:</b> Accident Fund		<b>12177</b>
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** CL1843025600 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		75186209-18	5/6/2018	5/6/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			51186209-01	5/6/2018	5/6/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			51-186209-02	5/6/2018	5/6/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV6127323	5/6/2018	5/6/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Garagekeepers Liability			51186209-00	5/6/2018	5/6/2019	Actual Loss Sustained \$1,000 Deduct

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Kansas City, Mo is an additional insured in regards to General Liability when required by written contract.

**SURETY VERIFIED BY:**

*R. Simpson*

**CERTIFICATE HOLDER**

(816) 513-1156 Ronnell.Simpson@kcmo.org

City of Kansas City, MO  
 Attn: Ronnell E. Simpson, Sr.  
 414 East 12th Street  
 1st Floor  
 Kansas City, MO 64106

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Parkhurst/LS

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General Services Department

Procurement Services Division

1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793

(816) 513-1161
Fax: (816) 513-1156

TERM SUPPLY AND SERVICE CONTRACT

The City of Kansas City, Missouri, by authority of the Manager of Procurement Services, does hereby accept, with modifications if any, the following bid:

SUPPLIER: American Equipment Company
(referred to hereafter as the "Supplier")

MBE/WBE GOALS: N/A

CONTRACT NO.: EV2260 -1

EFFECTIVE DATES: From 08-01-16 to 07-31-17

DESCRIPTION: Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories

A copy of the Supplier's signed bid is attached; and items not awarded, if any, have been deleted. This bid with INSTRUCTIONS AND CONDITIONS and any ADDENDA is attached hereto and hereby made a part of this Contract.

No financial obligation shall accrue against the City until the Supplier shall make delivery pursuant to order of the Manager of Procurement Services, and unless such order bears the written statement of the Director of Finance that there is a balance otherwise unencumbered to the credit of the appropriation to which the same is to be charged, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations thereby incurred.

Supplier shall submit a performance bond to the City of Kansas City, Missouri with good and sufficient sureties in the sum of NONE REQUIRED for the faithful performance of this Contract. Bond shall be furnished within the time and in the manner prescribed in paragraph 18, Performance Bond Requirements, INSTRUCTIONS AND CONDITIONS.

The Manager of Procurement Services for the City of Kansas City, Missouri shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, said Manager shall at his option declare this Contract void, and for any loss or damage by reason of such breach, whether this Contract is annulled or not, said Supplier and the sureties on said bond shall be liable.

The Contract incorporates the following:

BID NUMBER: EV2260 NO. OF PAGES: 1 THRU 19
CLOSING DATE: 07/14/2016 APPENDICES NO.: N/A
ATTACHMENT: INSTRUCTIONS AND CONDITIONS, PAGES A-1 thru A-7

Prepared By: Ronnell E. Simpson Sr

Handwritten signatures of Ronnell E. Simpson Sr (Senior Procurement Officer) and Renee Medlin (Procurement Manager)

Approved By: Renee Medlin

This Day of July 18, 2016

# STATE OF MISSOURI



**Jason Kander**  
**Secretary of State**

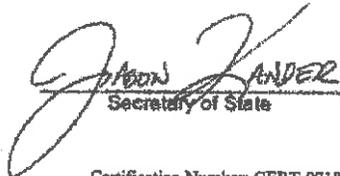
**CORPORATION DIVISION**  
**CERTIFICATE OF GOOD STANDING**

I, JASON KANDER, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

***J & D EQUIPMENT, INC.***  
***00431974***

was created under the laws of this State on the 3rd day of October, 1996, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 18th day of July, 2016.

  
Secretary of State



Certification Number: CERT-07182016-0068



KANSAS CITY  
MISSOURI

Finance Department

Revenue Division

1118 Oak Street  
Kansas City, MO 64106-2786

Phone: (816) 513-1120  
Fax: (816) 513-1264  
Email: [revenue@kcmo.org](mailto:revenue@kcmo.org)  
[kcmo.gov/kctax](http://kcmo.gov/kctax)

J AND D EQUIPMENT INC  
3250 HARVESTER RD  
KANSAS CITY KS 66115-1109

Letter Id: L0685411840  
Date: 19-Jul-2016  
Taxpayer Id: \*\*440393



This notice certifies that J AND D EQUIPMENT INC is current as of this date with all taxes and licenses under the jurisdiction of the City of Kansas City, Mo., Finance Department/Revenue Division.

Mari Ruck  
Commissioner of Revenue

**IMPORTANT INFORMATION:**

Due to the confidential nature of tax information, this notice is provided directly to the taxpayer.





Finance Department

Revenue Division

1118 Oak Street  
Kansas City, MO 64106-2786

Phone: (816) 513-1120  
Fax: (816) 513-1264  
Email: [revenue@kcmo.org](mailto:revenue@kcmo.org)  
[kcmo.gov/revenue](http://kcmo.gov/revenue)

J AND D EQUIPMENT INC  
3250 HARVESTER RD  
KANSAS CITY KS 66116-1109

Letter Id: L1290319360  
Date: 20-Apr-2016  
Taxpayer Id: \*\*.\*0393



This notice certifies that J AND D EQUIPMENT INC is current as of this date with all taxes and licenses under the jurisdiction of the City of Kansas City, Mo., Finance Department/Revenue Division.

Mari Ruck  
Commissioner of Revenue

**IMPORTANT INFORMATION:**

Due to the confidential nature of tax information, this notice is provided directly to the taxpayer.

Visit [kcmo.gov/quicktax](http://kcmo.gov/quicktax) to view the status of your account and for online filing.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cornerstone Kansas City LLC 4400 College Blvd. Ste. 150 Overland Park KS 66211		<b>CONTACT NAME:</b> Lisa Summers <b>PHONE (A/C. No. Ext):</b> (913) 378-1050 <b>E-MAIL ADDRESS:</b> lsommers@ckcins.com <b>FAX (A/C. No.):</b> (913) 378-0399	
<b>INSURED</b> J&D Equipment, Inc., DBA: American Equipment Company 3250 Harvester Road Kansas City KS 66115		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> United Fire and Casualty Company <b>INSURER B:</b> Accident Fund Ins Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 13021 10166	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1642221631      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	60461324	5/6/2016	5/6/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		60461324	5/6/2016	5/6/2017	Medical payments \$ 5,000 EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		60461324	5/6/2016	5/6/2017	\$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCV6127323	5/6/2016	5/6/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Bailee's/Property of Others		60461324	5/6/2016	5/6/2017	\$1,200,000 Limit      \$2,500 DEDUCT

**SURETY VERIFIED**  
 BY:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: EV2260  
 The City of Kansas City, MO is additional insured on the general liability policy.

<b>CERTIFICATE HOLDER</b> (816) 513-1156      Ronnell.Simpson@kcmo.org City of Kansas City, Mo Attn: Ronnell E. Simpson, Sr. 414 East 12th Street, 1st Floor Kansas City, MO 64106	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Parkhurst/KA
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5. EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF Kansas )
COUNTY OF Wyandotte ) ss

On this 13th day of July, 2016, before me appeared Kent Yahnke, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Sales Representative (title) of American Equipment Co, (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

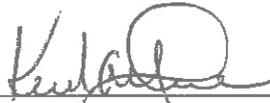
I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. The documentation will consist of the first and last pages of the E-Verify Memorandum of Understanding that the Contractor obtained upon successfully enrolling in the program.

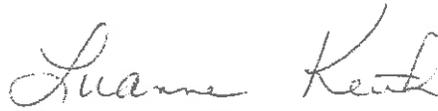


I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

  
\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this 13<sup>th</sup> day of July, 2016.

  
\_\_\_\_\_  
Notary Public

My Commission expires: 10/07/2018





Employment Eligibility Verification

Welcome  
Luanne Keith

User ID  
LKEI0102

Last Login  
08:56 AM - 07/28/2016

Log Out



Click any icon for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

### Company Information

**Company Name:** J&D Equipment Inc. [View / Edit](#)

**Company ID Number:** 180398  
**Doing Business As (DBA) Name:** American Equipment Co  
**DUNS Number:** 007141344

<b>Physical Location:</b>	<b>Mailing Address:</b>
<b>Address 1:</b> 3250 Harvester Rd	<b>Address 1:</b>
<b>Address 2:</b>	<b>Address 2:</b>
<b>City:</b> Kansas City	<b>City:</b>
<b>State:</b> KS	<b>State:</b>
<b>Zip Code:</b> 66115	<b>Zip Code:</b>
<b>County:</b> WYANDOTTE	

**Additional Information:**  
**Employer Identification Number:** 431760393  
**Total Number of Employees:** 20 to 99  
**Parent Organization:** J&D Equipment Inc.  
**Administrator:**

**Organization Designation:**  
**Employer Category:** Federal Contractor without FAR E-Verify Clause

**NAICS Code:** 336 - TRANSPORTATION EQUIPMENT MANUFACTURING [View / Edit](#)

**Total Hiring Sites:** 1 [View / Edit](#)

**Total Points of Contact:** 2 [View / Edit](#)

[View MOU](#)



Employment Eligibility Verification

Welcome  
Luanne Keilh

User ID  
LKE18102

Last Login  
09:56 AM - 07/26/2016

Log Out



Click any for help

- Home
- My Cases
- New Cases
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

### Company Information

<b>Company Name:</b>	J&D Equipment Inc.	<a href="#">View / Edit</a>
<b>Company ID Number:</b>	180399	
<b>Doing Business As (DBA) Name:</b>	American Equipment Co	
<b>DUNS Number:</b>	007141344	
<b>Physical Location:</b>		<b>Mailing Address:</b>
<b>Address 1:</b>	3250 Harvester Rd	<b>Address 1:</b>
<b>Address 2:</b>		<b>Address 2:</b>
<b>City:</b>	Kansas City	<b>City:</b>
<b>State:</b>	KS	<b>State:</b>
<b>Zip Code:</b>	66115	<b>Zip Code:</b>
<b>County:</b>	WYANDOTTE	
<b>Additional Information:</b>		
<b>Employer Identification Number:</b>	481760393	
<b>Total Number of Employees:</b>	20 to 99	
<b>Parent Organization:</b>	J&D Equipment Inc.	
<b>Administrator:</b>		
<b>Organization Designation:</b>		
<b>Employer Category:</b>	Federal Contractor without FAR E-Verify Clause	

<b>NAICS Code:</b>	336 - TRANSPORTATION EQUIPMENT MANUFACTURING	<a href="#">View / Edit</a>
<b>Total Hiring Sites:</b>	1	<a href="#">View / Edit</a>
<b>Total Points of Contact:</b>	2	<a href="#">View / Edit</a>

[View MOU](#)



CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION  
1<sup>st</sup> Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106-2793  
(816) 513-0851 FAX (816) 513-1156

## INVITATION FOR BID

Bid No.: EV2260

### Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories

BID DUE: 07/14/2016\* AT 2:00 PM CDT

Ronnell E. Simpson, Sr  
Senior Procurement Officer  
City of Kansas City, Missouri  
1<sup>st</sup> Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, MO 64106-2793  
Telephone Number: (816) 513-0805  
E-mail: [ronnell.simpson@kcmo.org](mailto:ronnell.simpson@kcmo.org)

**READ CAREFULLY THE ATTACHED INSTRUCTIONS AND CONDITIONS ON PAGES A-1 TO A-7.**

- Bids are subject to all conditions listed on this form and any attachments.
- Bids must be on this form 1215-035C.
- Each Bid must be returned signed and sealed in a separate envelope with the bid number, bid closing date and hour shown on the face of the envelope. Multiple copies, when requested, may be packaged together and should be marked Original and Copy #1, etc.



**STANDARD INSTRUCTIONS AND CONDITIONS**

**Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories**

**1. INTENT**

It is the intent of the City to solicit competitive bids for Fabrication, Installation and Repair of New and Existing Truck Mounted Equipment and Accessories for the City of Kansas City, Missouri.

The list of equipment types the City may request purchase quotation of include, but are not limited to: dump-beds, utility beds, line bodies, flatbed bodies, plows, spreaders, cranes, lighting accessories and van interiors in various configurations and sizes. The vendor must be willing and able to service any equipment it provides on an original purchase agreement.

Additionally, the vendor may be asked to work on truck mounted equipment including but not limited to cranes, bucket or man lifts, hot box bodies and equipment, road-patchers, truck-mounted camera equipment & lighting, paint strippers, cement mixer bodies, trash-packer bodies, lift gates, utility bodies, and assorted cranes and sewer cleaners. The City will recognize each Supplier's product-line capabilities and limitations.

The list of manufacturers for this equipment may include, but are not to be limited to: Warren, Heil, Leach, Wildcat, Hercules, Vactor, Altec, Duralift, Aquatech, McNeilus, Tesco, Lemco, Vac/All, Vac/Con, Seca 800HPRTV (Camera equip.) Camel Jet, Prentice, Elgin, Henderson, Henke, Boss, Component Technology, Vanir, Hippo Multipower and Force America.

Each response to this bid shall include the Supplier's current product lines, and the supplier shall notify the City Fleet Services Division as any products are brought on or eliminated.

Services to be provided (examples):

- 1.1 Installation of new bodies and truck operated components
- 1.2 Transfer and rebuilding of truck bodies and specialty equipment
- 1.3 Repair and service on upfit hydraulic and electric truck systems
- 1.4 Fabrication or repair of aftermarket body components.
- 1.5 Various repair welding and fabrication of truck upfit components.
- 1.6 Painting or repainting of aftermarket truck bodies.
- 1.7 All other general service to truck mounted equipment and components

**2. AWARD**

Award will be made in the best interest of the City of Kansas City, Missouri to the lowest and best responsive and responsible Bidder. . (Multiple contracts may be awarded, if it is determined to be in the best interest of the City).



3. **RENEWAL OPTIONS**

- 3.1 The period of performance under the contract is for one (1) year at fixed and firm prices with a unilateral contractual right on the part of the City to extend this price for an additional four (4) one-year periods.
- 3.2 The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.
- 3.3 The option year prices will be determined by the Buyer by negotiation with the Supplier. **(Note: YEARLY INCREASES ARE NOT AUTOMATIC. THE SUPPLIER MUST PROVIDE WRITTEN PROOF THAT THE REQUESTED INCREASE IS WARRANTED.)**

4. **ORDERING AND SHIPPING INSTRUCTIONS AND LIMITATIONS**

- 4.1 Products/services needed by the City will usually be ordered against a blanket purchase order issued by the Procurement Services Division. The purchase order will be for a stated dollar amount and will terminate at time shown on purchase order or expiration of contract, whichever is earlier. Purchase orders for specific items and quantities may also be issued against this contract.
- 4.2 The City department named in the "Ship to Address" on the purchase order is required to provide the Supplier with the names of persons authorized to place orders against the contract. Personnel picking up merchandise must show an official City of Kansas City, Missouri identity card, and provide the purchase order number to the Supplier at the time of pick up.
- 4.3 Any material still on back order thirty (30) days beyond the expiration of the contract or the order date may be considered cancelled and any subsequent deliveries will be refused.

5. **TAX CLEARANCE FOR CITY**

Prior to the City making the first payment under any contract or contract renewal term, Supplier must provide a tax clearance letter from the City's Commissioner of Revenue dated not more than ninety (90) days from the date of submission. Bidders may obtain this tax clearance letter from the City's Revenue Division at (816) 513-1135 or (816) 513-1089. <http://www.kcmo.org>

6. **MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION**

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's Certificate of Good Standing from the Missouri Secretary of State's website. [www.sos.mo.gov](http://www.sos.mo.gov)



7. **CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE**

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's valid business license. Bidders may obtain this business license from the City's Revenue Division/Business License section at <http://www.kcmo.org> or (816) 513-1135.

8. **EMPLOYEE ELIGIBILITY VERIFICATION**

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the City and included in this IFB, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

9. **PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS**

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Bid, Bidder affirms that Bidder and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Bid to be rejected.

10. **SUPPLIER PRICING GUARANTEE**

The contracting Supplier guarantees that as a certified Supplier of the City, and by entering into this agreement, agrees not to sell to any other governmental agency at lower prices than specified in this contract. If lower prices are offered to other governmental agencies for the same product or service, then those same lower prices will be offered to the City and the contract modified to reflect the lower price change.



11. **BUY AMERICAN AND MISSOURI PREFERENCE POLICIES**

(a) **Buy American Preference**

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States.

(b) **Buy Missouri Preference**

It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Bidder's responsibility to claim these preferences.

12. **NON-PERFORMANCE OPTION TO TERMINATE**

The City reserves the right to terminate the contract for non-performance if service is deemed unacceptable or not in accordance with the listed specifications. The date of termination shall be stated in written notice to the Supplier. The City shall be the sole judge of non-performance under the contract.

All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified.

13. **CONTRACT EXTENSION**

This contract may be extended by the City at its sole option under the same terms and conditions despite the expiration of the original contract or any option to renew as long as the contract has not been expired for more than ninety (90) days.

14. **CERTIFICATE OF INSURANCE**

The successful Bidder is required to furnish evidence of the following insurance in accordance with paragraphs 58G to 58I, INSTRUCTIONS AND CONDITIONS. Satisfactory evidence of insurance will be required by completion of a Certificate of Insurance or by other means outlined in Paragraph 58 G through I. Certificates must be provided within twenty-one (21) calendar days



after receipt of a request for an insurance certificate. Work may not commence until the Certificate of Insurance showing evidence of contractual liability is received. Failure to provide the Certificate in a timely manner may be grounds for disqualification of a bid or default of a contract. Payment of invoices will be withheld until the Certificate is approved.

- 14.1 The City's Certificate of Insurance form has all City required language included. An insurance agent must indicate coverage and complete and sign the form. The coverage requirements are as follows:

General Liability:

\$1,000,000 Combined Single Limit per Occurrence, and  
\$2,000,000 aggregate per Occurrence

Automobile Liability:

\$1,000,000 Combined Single Limit per Occurrence

Workers' Compensation and Employer's Liability shall meet statutory requirements.

- 14.2 If an alternate non-standard City form for insurance certification is utilized, it must:

Name the City of Kansas City, Missouri as the certificate holder;

Name the City of Kansas City, Missouri as an additional insured; and

Provide cancellation notification to the City thirty (30) days before cancellation.

Standard cancellation clauses must have the wording "endeavor to" or "try to" deleted.

Any reference absent of obligation for failure to notify certificate holder must be deleted.

- 14.3 Please refer to the front of this document for the name of the Buyer and the Bid Number. This information must be included on your Insurance Certificate and/or Bid/Performance Bond.

**15. GREEN, ECO-FRIENDLY, SUSTAINABLE INITIATIVES**

It is the desire of the City of Kansas City, Missouri to purchase and use as much "green, eco-friendly, sustainable" product as possible. From a "Lifestyle" perspective, this could include: Product Content, Pre-Manufacture, Manufacture, Product Design, Packaging and Distribution, Use/Re-use and Maintenance, and Waste Management.

The City recognizes EnergyStar, GreenSeal, and UL Environmental among others.

**16. EMERGENCIES**

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.



- (b) During and after a disaster, Supplier shall provide special services to the City including Supplier shall open Supplier's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) Supplier shall not charge City any fee for opening facilities during an emergency or for extending Supplier's hours of operation during a disaster. City shall pay Supplier the agreed upon contract prices for all purchases made by City during the disaster and Supplier shall not charge City any additional mark-up, fee or cost for any purchases made by City during a disaster.
- (d) Supplier shall quickly mobilize Supplier's internal and external resources to assist City when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, Supplier's facilities shall stay open 24 hours if requested by the City. Supplier shall utilize additional Supplier personnel to take City orders if necessary. Supplier's Call Center shall accept phone orders 24 hours a day.
- (f) Supplier shall have contingency plans with Supplier's suppliers to provide additional supplies and equipment quickly to City as needed.
- (g) Supplier shall cooperate with City to properly document any and all expenses incurred by City with Supplier and Supplier shall assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

**17. BID INFORMATION**

The public bid opening will be held on 07/14/2016 at 2:00 PM (CDT) at the address listed below. Bids are mailed to the following address:

Ronnell E. Simpson, Sr.  
Senior Procurement Officer  
Procurement Services Division  
City of Kansas City, Missouri  
1st Floor, 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, MO 64106-2793

The bid results will be available ten (10) days after the bid opening. Please contact Senior Procurement Officer at [ronnell.simpson@kcmo.org](mailto:ronnell.simpson@kcmo.org)

**18. QUESTIONS AND ANSWERS**

For further information or clarification, any and all questions must be submitted in writing via e-mail or faxed as follows to:

Ronnell E. Simpson, Sr



CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION  
1<sup>st</sup> Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106-2793  
(816) 513-0851 FAX (816) 513-1156

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Senior Procurement Officer

FAX: (816) 513-1156

E-mail: [ronnell.simpson\\*@kcmo.org](mailto:ronnell.simpson*@kcmo.org)

All questions submitted will be answered in writing. If your question results in a change in the Specifications, an Addendum will be sent to all prospective Bidders.

The deadline for questions concerning this IFB IS July 08\*, 2016 at 10:00 a.m.



**SPECIAL INSTRUCTIONS AND CONDITIONS**

**1. PRICING AND PAYMENT**

- 1.1 Pricing structure is to be firm and fixed for the period of the contract.
- 1.2 Prices for goods and services will submitted be as per items listed in PAGE 13.
- 1.3 Price quotations for parts and quoted components shall be submitted at a "cost +" percentage. The invoiced pricing of these goods shall be supportable at any time via submission of your equipment provider's invoicing, and must be relinquished upon request.
- 1.4 The City is under no obligation to pay invoices in excess of the purchase order limitations. Departmental personnel do not have the authority to order in excess of the purchase order amount. The Supplier will not sell to any department in excess of the purchase order amount.

**2. MATERIAL SPECIFICATIONS**

All material used will be new. **No** salvaged material is to be used for this Contract except as specified or pre-approved by an authorized City of Kansas City, MO. Fleet Services representative



SPECIFICATIONS

**Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories**

**1. SERVICE CALLS**

Emergency service may be required twenty-four (24) hours per day, seven (7) days per week. If the supplier should have the inability to perform during certain times, those exceptions must be clearly defined and submitted prior to contract acceptance

**2. REPAIR ORDERS**

2.1 Authorization of Work

All work performed under this contract must be covered by a purchase order with proper certification of funds and a sufficient fund balance. Under no circumstances will work be performed that is not funded and authorized in advance. Any work performed that is not covered by a purchase order will be at the Supplier's risk and expense.

2.2 Repair Cost Estimates

2.2.1 Prior to commencing work, a work order cost estimate will be prepared and submitted to the department ordering work under the contract. The estimate must be reviewed and approved by a departmental supervisor. The estimate may become a part of a purchase order issued for a single repair work order or be approved as part of a series of work orders issued against a blanket purchase order.

2.2.2 Repair estimates will be as firm and accurate as is possible without equipment disassembly and without delay to secure finite parts price from manufacturers. These costs will be referred to as the target cost.

2.2.3 Repair estimates will contain a ceiling cost. The ceiling cost may not be exceeded without the written authorization of the departmental supervisor. When, during the course of a repair job, it becomes apparent that the ceiling cost will be exceeded, the Supplier will immediately inform the departmental supervisor who approved the estimate, and prepare a new estimate with a revised target cost and a new ceiling cost. The revised estimates must be approved prior to incurring costs beyond the previously agreed ceiling cost.

2.2.4 Labor hour costs will be at the rate shown in this contract or lower

2.2.5 Formal cost estimating will be waived for emergency road services. The Supplier shall work the emergency call per the attached pricing schedule. It is expected that the Supplier shall contact the responsible City supervisor with a courtesy/informal synopsis of damages and verbal estimated costing prior to commencing repairs. The City shall use emergency services only as necessary to make the affected equipment transportable, to facilitate permanent repairs in a shop setting.



2.2.6 Any submitted invoicing related to repair of existing equipment must reference the City's job-assigned OWA (Outside Work Authorization) number.

2.3 New equipment orders

2.3.1 New equipment builds shall be awarded taking into account product line, lead time, past Supplier performance and quote pricing. It will be the sole discretion of the of the City's Fleet Services Division to determine which Supplier best serves the particular need the equipment will fill.

2.3.2 The City shall provide the Supplier with anticipated unit quantity at the time of quote request to facilitate volume pricing quotations.

2.3.3 Equipment quotes submitted to the City in response to these requests shall be firm and fixed per this contract, and shall reference this contract.

2.3.4 Parts and components used in the upfit shall be priced on a "cost +" percentage as disclosed on the following schedule.

2.3.5 Upfit labor shall be priced as disclosed on the following schedule.

2.3.6 Submitted quotes will include component and labor pricing disclosure. Ad Valorem charges (nuts, bolts, wire, assembly lube, spray-paint, misc. wiring, & other small parts), shall be disclosed as a **SHOP CHARGE** line item on the quote

2.4 Stop Work Orders

2.4.1 The City reserves the right to order, in writing, that all work cease on the work order.

2.4.2 The City will be obligated only for work performed up to the issuance of the stop work order.

3. **REPAIR ORDER/INVOICE PAYMENT**

3.1 A fully itemized work order and/or delivery receipt will be submitted to the department at the time delivery. It will contain detailed labor hours, (per repair line) price list of parts used, repair comments and other costs.

3.2 The vendor shall submit a courtesy invoice for all warrantable and 3<sup>rd</sup> party payable invoices. The invoice will clearly state \$0.00 balance and define the scope of work and repair performed so that we may track the repair.

3.2 Final payment will be made only after delivery of the equipment and completion of the final acceptance inspection.



3.3 Invoices submitted for payment will reference and have attached a copy of the work order or purchase order, as applicable.

3.4 The City is obligated to promptly pay all valid invoices and to take prompt action to resolve any differences in regards to acceptance of work and payment.

4. **WARRANTY**

The Vendor shall provide complete warranty information to the City department on all repair parts and labor repairs whether or not payment is made to the Vendor. For the City to be in compliance with state law concerning maintenance documentation, it is imperative that the City receive copies of all invoices, non-warranty or otherwise.

5. **GUARANTEE**

All work will be guaranteed against any defect due to faulty material and/or workmanship. Replacement of defective parts and performance of additional labor shall be done at no cost to the City.



CLASS/ITEM CODES(S)	ITEM NO.	ITEM AND SPECIFICATION	
		<u>PRICING</u>	
		<b>WE HAVE READ THE INSTRUCTIONS &amp; CONDITIONS, AND PROPOSE TO FURNISH GENERAL MOTORS MANUFACTURED VEHICLES REPAIR, MAINTENANCE, PARTS AND SERVICE</b>	
	1.	NEW WORK, FABRICATION AND UPFIT LABOR/SHOP	\$ <u>80.00</u>
	2.	EXISTING EQUIPMENT REPAIR AND MODIFICATION LABOR/SHOP	\$ <u>90.00</u>
	3.	EXISTING EQUIPMENT REPAIR/FIELD RATE	\$ <u>N/A</u>
	4.	SERVICE-CALL CHARGE, IF APPLICABLE, FIELD	\$ <u>N/A</u>
	5.	MILEAGE CHARGE FOR SERVICE CALLS	\$ <u>N/A</u>
	6.	SHOP CHARGE PRICING STRUCTURE (FIXED/PERCENTAGE OR CALCULATED - IF APPLICABLE)	\$ <u>4.50 per hour</u>
	7.	FREIGHT IN (COST PLUS %, IF APPLICABLE, N/A IF NOT) <i>2% over cost of freight</i>	<u>2</u> %
	8.	REPAIR PARTS PRICING DISCOUNT-(COST PLUS %)	<u>30</u> %
	9.	NEW WORK PARTS PRICING (COST PLUS %)	<u>15</u> %
	10.	<i>New Work Whole Goods Pricing (cost plus %)</i>	<u>11</u> %



SUPPLIER INFORMATION

1. OTHER ITEM DISCOUNTS

Please state the City contract discount from the Manufacturer's Current Price List.

Percentage Discount: varies % Varies between manufactures and some don't offer List Pricing.

2. HOURS OF OPERATION AND LOCATION

Monday through Friday 7:00 a.m. to 5:00 p.m.

Holidays and Weekends varies a.m. to varies p.m.

Contact Name Ryan Keith

Telephone Number 913-342-1450

Cell Phone Number 816-507-8068

Address of Service Location(s) 3250 Harvester Rd  
Kansas City, KS 66115

3. DELIVERY SERVICES

Indicate advance notice required prior to delivery: 24 Hours

State normal delivery schedule: 8:00am - 3:00pm

State minimum order value to qualify for free delivery: \$ 500.00

State cost of delivery if less than minimum order value: \$ varies



ADDITIONAL INFORMATION

1. CONTRACT PERIOD

The initial contract period shall be from August 1, 2016 through July 31, 2017.

2. RENEWAL OPTIONS

Table with 4 columns: Option Year, Date Range of Renewals, and Prices Bid to Remain Firm & Fixed Pricing? (Yes/No). Rows 2.1-2.4 show renewal options with 'X' marked in the 'NO' column.

3. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

The Bidder agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

YES X NO



4. AUTHORIZED SIGNATURE

By submission of the IFB, the undersigned certifies that:

- It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- The prices contained in this bid have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- It has the full authority of the Offeror to execute the bid and to execute any resulting contract awarded as the result of, or on the basis of, the bid;
- Bidder will not withdraw the bid for ninety (90) days;

\* \* \*

By the below signature, I hereby certify that I have both the legal authority from my company and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Authorized Representative: Ryan Keith

Signature: Ryan Keith

Title: Sales Representative

Company Name: American Equipment Co.

Address: 3250 Harvester Rd

City, State, Zip: Kansas City, KS 66115

Telephone Number: 913-342-1450

Fax Number: 913-342-1377

E-mail Address: ryan@americanequipment.us

E-mail Address for Purchase Orders: same

Date: 7/13/16



6. NO BID RESPONSE

If you choose not to submit a bid, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

Buyer: Ronnell Simpson

Telephone: (816) 513-0805

Return by Fax: (816) 513-1156

Number: EV2260

Please check the appropriate response(s). We respectfully submit "No Response" for the following reason(s):

- 1. We are unable to meet the required delivery date.
2. We cannot provide a product/service to meet the required specifications.
3. We no longer provide the requested product/service.
4. We do not represent the required brand name product(s).
5. The closing date does not allow adequate time to prepare a response.
6. The specifications are too restrictive.
7. We have chosen not to do business with the City.
8. Other (comment below or provide your response on your company letterhead).

Company Name: Supplier No.:

Authorized Signature:

Print Name:

Title:

Date: Telephone No.:

# American Equipment Company

## Vendor Contact List

July 13, 2016

Vendor		
Acme Products Company	LADD Industries	Wired Rite Systems
Advanced Welding, Inc.	Lemco Hydraulics Inc	WorkSafe USA, Inc.
Aero Industries, Inc.	Leyman Lift Gates	Zip's Truck Equipment, Inc.
Air Industrial Resource, Inc.	Liftmoore, Inc.	
Airflo Mfg Co Inc	Luverne Truck Equipment	
American Rigger's Supply, Inc.	Marathon Equipment Co.	
Austin Hardware & Supply Inc.	Masterack-OP23	
Bayne Premium Lift Systems	Merritt Aluminum Products Company	
Boss Snowplow	Monroe Truck Equipment, Inc.	
Buyers Products	Muncie Power Products, Inc.	
Cadet Manufacturing, Inc.	Parkhurst Manufacturing Company Inc	
Carmanah Technologies Corporation	Perkins Manufacturing Co.	
Central Power Systems & Services	Pioneer Cover-Ail (Mountain Tarps)	
Certified Power, Inc	Premier Manufacturing Co	
Crysteel Mfg	Pro-Tech Industries	
CW Mill Equipment	Pulltarps	
Daws Manufacturing Company, Inc	RC Industries	
Deerskin Mfg. - V	Reading Body Works, LLC	
DEL Hydraulics, Inc.	Reelcraft Industries, Inc.	
Dimensions Unlimited LP	Ridewell Corporation	
Diversified Products Mfg.	RKI, Inc.	
DuraTech®	Roll Rite, LLC	
E-Z Pack Refuse Hauling Solutions LLC	Rugby Manufacturing Co.	
Eagle Lift Liftgates-Council Bluffs	Safety Vision	
Economy Manufacturing	Shur-Co, LLC	
ExtendOBed	Snow Wheel Systems	
FallLine Corporation	Southco Industries, Inc.	
Fisher Engineering	Spray Control Systems	
Fleet Engineers Inc.	Stellar Industries, Inc.	
Flink Snow Plows & Spreaders	Superior Signals, Inc.	
Force America Distributing LLC	Swaploader USA LTD.	
Galbreath Inc./WasteQuip	TAFCO Equipment Co	
Galfab LLC	Tarping Systems, Inc.	
H.D. Industries, Inc.	Terminal Supply Co.	
Hannay Reels	Tesco Equipment LLC	
Henke	Thieman Tailgates, Inc.	
Highway Equipment Company	Timbren Industries Inc.	
Highway Products Inc.	Tompkins Industries	
Hillsboro Industries, Inc.	Toter, LLC - c/o Wastequip, LLC	
HOL-MAC Corporation	Transfer Flow, Inc	
Holland, Inc.	VanAir Manufacturing Inc	
Holtz Industries Inc.	VariTech Industries Inc.	
Jensen International, Inc.	Warren, Inc.	
Kalmar Industries	Whelen Engineering Co. , Inc.	
Kennametal	Winter Equipment Company	

**CITY OF RAYTOWN  
Request for Board Action**

**Date:** May 1, 2019  
**To:** Mayor and Board of Aldermen  
**From:** Damon Hodges, City Administrator

**Resolution No.:** R-3208-19

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

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

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



**Action Requested:** Board of Aldermen approval of the purchase of a single-axle dump truck chassis.

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

**Analysis:** The current dump truck owned by the City is 16 years old. Maintenance costs have become excessive due to the age of the vehicle.

This RBA is for the purchase of the truck chassis that will be paired with the single-axel dump truck in the previous RBA. Public Works Department staff obtained quotes from the Johnson County Kansas cooperative contract with the Summit Truck Group (\$78,722.00 + \$1,407.00) for the dump truck chassis.

Combined, this equals \$80,129.00. We want to add a contingency amount of \$6,325.00 for changes and manuals. This makes a total of \$86,454.00 for the chassis.

The previous RBA was for \$78,546.00 and adding that to this RBA of \$86,454.00 – comes out to the dump truck purchase total of \$165,000.00.

The Capital Sales Tax Fund has \$165,000.00 budgeted for a single-axle dump truck with spreader.

**Alternatives:** Continue to repair the truck and leave it in service. This is not desirable and will be increasingly expensive.

**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 to Spend: not to exceed \$86,454.00  
Fund: Capital Sales Tax Fund  
205.62.00.100.57000

**Additional Reports Attached:** Summit Truck Group quote and the Johnson County Kansas Cooperative Contract.

**A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF A 2020 INTERNATIONAL TRUCK CHASSIS HV507 FA FROM SUMMIT TRUCK GROUP OFF THE JOHNSON COUNTY KANSAS COOPERATIVE PURCHASE CONTRACT IN AN AMOUNT NOT TO EXCEED \$86,454.00**

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

**WHEREAS**, Johnson County, Kansas has competitively bid and awarded a contract to Summit Truck Group for the purchase of a single-axle dump truck with spreader; and

**WHEREAS**, such parts are necessary for efficient Public Works operations within the City; and

**WHEREAS**, funds for such purpose are budgeted from the Capital Sales Tax and such expenditure is recommended by the Special Sales Tax Review Committee as being consistent with voter intent; 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 a 2020 International Dump Truck Chassis from Summit Truck Group off the Johnson County Kansas Cooperative Purchase Contract in the amount of \$80,129.00 off the City of Kansas City, Missouri Cooperative Purchase Contract; and

**WHEREAS**, the City of Raytown also finds it is in the best interest of the citizens of the City of Raytown to authorize and approve an additional contingency in the amount of \$6,325.00 for change orders and manuals for a total amount not to exceed \$86,454.00.

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

**THAT** the purchase of a 2020 International Dump Truck Chassis from Summit Truck Group off the Johnson County Kansas Cooperative Purchase Contract in the amount of \$80,129.00 is hereby authorized and approved; and

**FURTHER THAT** an additional \$6,325.00 for change orders and manuals for a total amount not to exceed \$86,454.00; and

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

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 7<sup>th</sup> day of May, 2019.

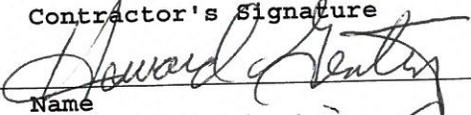
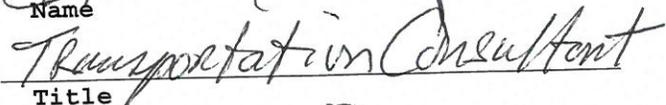
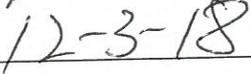
\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

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

\_\_\_\_\_  
Jennifer M. Baird, City Attorney

<p>1. Modification No.: 2 Effective Date: 11/16/2018</p>	<p>2. Contract No.: 2016-002 2019 Model Year Vehicles Effective Date: 11/15/2016</p>
<p>3. Purchasing Administrator: Dale Bauer Telephone Number: (913) 715-0591 E-Mail: dale.bauer@jocogov.org</p>	<p>4. Contractor-Name and address: Summit Truck Group 7700 NE 38<sup>th</sup> Street5 KCMO, 64141 Attn. Howard Gentry 816-455-1833 howard.gentry@summittruckgroup.com</p>
<p>4. Issued By: Johnson County, Kansas Treasury and Financial Management, Purchasing Division County Administration Building 111 South Cherry Street, Suite 2400 Olathe, KS 66061-3486 913-715-0525</p>	
<p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt.</u> Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p>	
*	
<p>7. DESCRIPTION OF MODIFICATION:  Exercise option to renew this contract for (1) additional twelve (12) month period per Bid Section 4, page 6 of the original bid documents. This extends the contract through 11/15/2019. There are no more renewals remaining on this contract. The 2020 Model Year will have a new bid solicitation. Pricing is based on the 2016-002 renewal submission for the 2019MY Vehicles dated October 2018.</p>	
<p>8. Contractor's Signature  Name  Title  Date</p>	<p>9. Johnson County, Kansas  By:  _____ Purchasing Manager  This day 29<sup>th</sup> NOVEMBER, 2018</p>
<p>10. Distribution:  Original - Bid File Copies - Departments as applicable Surety Company</p>	

**Prepared For:**  
City of Raytown  
Tony Mesa  
5912 Lane  
Raytown, MO 64166-  
(816)358 - 4100  
Reference ID: N/A

**Presented By:**  
Summit Truck Group  
Howard J Gentry  
7700 N.E. 38th Street  
Kansas City MO 64161 -  
(816)455-1833

**Model Profile**  
**2020 HV507 SFA (HV507)**

<b>AXLE CONFIG:</b>	4X2
<b>APPLICATION:</b>	Front Plow with spreader
<b>MISSION:</b>	Requested GVWR: 35000. Calc. GVWR: 37000 Calc. Start / Grade Ability: 30.90% / 2.72% @ 55 MPH Calc. Geared Speed: 76.1 MPH
<b>DIMENSION:</b>	Wheelbase: 171.00, CA: 96.00, Axle to Frame: 67.00
<b>ENGINE, DIESEL:</b>	{Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.57
<b>CAB:</b>	Conventional, Day Cab
<b>TIRE, FRONT:</b>	(3) 12R22.5 Load Range H HSC1 (CONTINENTAL), 482 rev/mile, 75 MPH, All-Position
<b>TIRE, REAR:</b>	(4) 12R22.5 Load Range H HDC1 (CONTINENTAL), 479 rev/mile, 68 MPH, Drive
<b>SUSPENSION, REAR, SINGLE:</b>	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
<b>PAINT:</b>	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

**Description**

Base Chassis, Model HV507 SFA with 171.00 Wheelbase, 96.00 CA, and 67.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION {Navistar} 4x2

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)

AIR DRYER {Wabco System Saver 1200} with Heater

BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake

BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.in. Long Stroke Brake Chamber and Spring Actuated Parking Brake

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail

DUST SHIELDS, FRONT BRAKE for Air Brakes

DUST SHIELDS, REAR BRAKE for Air Brakes

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR {Sheppard M100} Power

AFTERTREATMENT COVER Aluminum

EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust

EXHAUST HEIGHT 10'

MUFFLER/TAIL PIPE GUARD (1) Non-Bright Aluminum

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

CIGAR LIGHTER Includes Ash Cup

ALTERNATOR {Leece-Neville AV1160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense

**Description**

**BODY BUILDER WIRING** Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

**ELECTRIC TRAILER BRAKE/LIGHTS** Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket

**BATTERY SYSTEM** {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

**RADIO** AM/FM/WB/Clock/3.5MM Auxiliary Input

**SPEAKERS** (2) 6.5" Dual Cone Mounted in Doors

**AUXILIARY HARNESS** 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

**HORN, ELECTRIC** Disc Style

**BATTERY BOX** Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab

**JUMP START STUD** Remote Mounted

**WINDSHIELD WIPER SPD CONTROL** Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

**CLEARANCE/MARKER LIGHTS** (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

**TEST EXTERIOR LIGHTS** Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

**HEADLIGHTS ON W/WIPERS** Headlights Will Automatically Turn on if Windshield Wipers are turned on

**STARTING MOTOR** {Delco Remy 39MT} 12 Volt; Gear Reduced, with Thermal Over-Crank Protection

**INDICATOR, LOW COOLANT LEVEL** with Audible Alarm

**ALARM, PARKING BRAKE** Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened

**CIRCUIT BREAKERS** Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

**TURN SIGNALS, FRONT** Includes LED Side Turn Lights Mounted on Fender

**HORN, AIR** Black, Single Trumpet, with Lanyard Pull Cord

**LOGOS EXTERIOR** Model Badges

**LOGOS EXTERIOR, ENGINE** Badges

**GRILLE** Stationary, Chrome

**FRONT END** Tilting, Fiberglass, with Three Piece Construction; for WorkStar/HV

**PAINT SCHEMATIC, PT-1** Single Color, Design 100

**PAINT TYPE** Base Coat/Clear Coat, 1-2 Tone

**PROMOTIONAL PACKAGE** Government Silver Package

**CLUTCH** Omit Item (Clutch & Control)

**ANTI-FREEZE** Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

**BLOCK HEATER, ENGINE** 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

**PTO EFFECTS, ENGINE FRONT** Less PTO Unit, Includes Adapter Plate on Engine Front Mounted

**ENGINE, DIESEL** {Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)

**FAN DRIVE** {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed

Description

RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core and 1167 SqIn Charge Air Cooler

AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control

FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2019

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction

TRANSMISSION TCM LOCATION Located Inside Cab

SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming

PTO LOCATION Customer Intends to Install PTO at Right Side of Transmission

AXLE, REAR, SINGLE {Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 5.57

SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 15" Back of Cab

FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor

FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab

DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional, Day Cab

AIR CONDITIONER with Integral Heater & Defroster

GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

GRAB HANDLE Chrome; Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

MIRRORS (2) Power Adjust, Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides

**Description**

CAB INTERIOR TRIM Classic, for Day Cab

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

CAB REAR SUSPENSION Air Bag Type

INSTRUMENT PANEL Flat Panel

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEEL, SPARE, DISC {Accuride 28828} 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, with .472" Thick Increased Capacity Disc

WHEELS, FRONT {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs

WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs

TIRE, SPARE Equal to Model Standard

(3) TIRE, FRONT 12R22.5 Load Range H HSC1 (CONTINENTAL), 482 rev/mile, 75 MPH, All-Position

(4) TIRE, REAR 12R22.5 Load Range H HDC1 (CONTINENTAL), 479 rev/mile, 68 MPH, Drive

**Services Section:**

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

It

Set engine parameters 2019



TRUCK GROUP

A REACH COMPANY

7700 NE. 38TH STREET • KANSAS CITY, MO 64161 • 816-455-1833 • FAX 816-455-2796

## City of Raytown

Tony Mesa,

4/15/19

Item # 7

Base price	\$66,940.00
Cab to axle, 96"	N/C
Engine, Cummins L9, 300hp, 860 torque	7,134.00
Plow light switch and wiring	150.00
Snow valve	286.00
Tilt steering wheel	119.00
Tow command, pre-wired for electric trailer brake controller	345.00
Tow hooks, front	72.00
Transmission, Allison 3000RDS 6 speed	157.00
Wiring for remote engine control	43.00
Power windows and door locks	349.00
Silver package, on line parts and service manuals	400.00
Radio, AM-FM Weatherband	N/C
Relocate transmission TCM in cab	134.00
Rear springs, 31,000lbs. with 4,500lbs aux.	136.00
Mirrors, Heated and powered	141.00
Rear axle, 26,000lbs with traction control	2,316.00

TOTAL \$78,722.00

Optional engine, Cummins L9, 330hp, 1,000 torque, ADD \$1,407.00

Optional mirrors: Pedestal style in lieu of C loop ADD \$336.00

Pricing is off the MACPP contract # 2016-002, administered by Johnson County, KS