

**TENTATIVE AGENDA**  
**RAYTOWN BOARD OF ALDERMEN**  
**MAY 16, 2017**

REGULAR SESSION NO. 3  
RAYTOWN CITY HALL  
10000 EAST 59<sup>TH</sup> STREET  
RAYTOWN, MISSOURI 64133

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

Invocation  
Pledge of Allegiance  
Roll Call

Proclamations/Presentations

- ★ Proclamation recognizing EMS Week
- ★ Proclamation recognizing Older Americans Month
- ★ Proclamation recognizing Police Week
- ★ Proclamation recognizing Public Works Week

Public Comments

Communication from the Mayor

Communication from the City Administrator

Committee Reports

**STUDY SESSION**

Sales Tax Report Card Report  
Briana Burrichter, Finance Director

**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 May 2, 2017 Board of Aldermen meeting minutes.

**REGULAR AGENDA**

**NEW BUSINESS**

2. **R-2973-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF SOFTWARE AND TRAINING FROM CI TECHNOLOGIES, INC. IN AN AMOUNT NOT TO EXCEED \$16,500.00 FOR FISCAL YEAR 2016-2017. Point of Contact: Jim Lynch, Police Chief.
3. **R-2974-17: A RESOLUTION** AUTHORIZING AND APPROVING A SERVICE AGREEMENT WITH DIGITECH COMPUTER, INC. FOR EMS BILLING SERVICES AND SUPPLIES INCLUDING INTEGRATED PATIENT CARE REPORTING SOFTWARE AND RELATED HARDWARE IN AN AMOUNT NOT TO EXCEED \$12,500.00 FOR FISCAL YEAR 2016-2017. Point of Contact: Doug Jonesi, Emergency Medical Services Director.

4. **R-2975-17: A RESOLUTION** AUTHORIZING AND APPROVING A LETTER OF AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND RAYMOND JAMES IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION BONDS. Point of Contact: Briana Burrichter, Finance Director.
5. **R-2976-17: A RESOLUTION** AUTHORIZING AND APPROVING AN AMENDMENT TO RESOLUTION R-2928-16 AND AUTHORIZING AND APPROVING THE ADDITIONAL EXPENDITURE OF FUNDS WITH TYLER TECHNOLOGIES, INC. FOR A TOTAL AMOUNT NOT TO EXCEED \$153,320.00 FOR FISCAL YEAR 2016-2017. Point of Contact: Briana Burrichter, Finance Director.
6. **R-2977-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF STORM WATER INFRASTRUCTURE REPAIR IN THE CITY OF RAYTOWN, MISSOURI FROM WIEDENMANN, INC. UTILIZING THE CITY OF LEE'S SUMMIT, MISSOURI COOPERATIVE PURCHASE CONTRACT AND APPROVING PROJECT EXPENSES FOR 7008 EVANSTON IN AN AMOUNT NOT TO EXCEED \$21,612.00 AND AMENDING THE 2016-2017 FISCAL YEAR BUDGET. Point of Contact: Jason Hanson, Interim Public Works Director.

## **DISCUSSION ITEM**

7. Blue Ridge Boulevard-Alternate Option, Jason Hanson, Interim Public Works Director.

## **CLOSED SESSION**

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

## **ADJOURNMENT**

**DRAFT**

**MINUTES**

**RAYTOWN BOARD OF ALDERMEN**

**MAY 2, 2017**

REGULAR SESSION NO. 2

RAYTOWN CITY HALL

10000 EAST 59<sup>TH</sup> STREET

RAYTOWN, MISSOURI 64133

**OPENING SESSION**

**7:00 P.M.**

Mayor Michael McDonough called the May 2, 2017 Board of Aldermen meeting to order at 7:02 p.m. James Fuller of Ivanhoe United Church of Christ provided the invocation and led the pledge of allegiance.

**Roll Call**

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

Present: Alderman Bonnaye Mims, Alderman Frank Hunt, Alderman Eric Teeman, Alderman Jason Greene, Alderman Bill Van Buskirk, Alderman Karen Black, Alderman Jim Aziere, Alderman Ryan Myers, Alderman Steve Meyers

Absent: Alderman Mark Moore

**Proclamations/Presentations**

- ★ Detention Officers and Employees Appreciation Week 2017
- ★ Local Government Week 2017

**Public Comments**

None

**Communication from the Mayor**

The Mayor attended the following events and meetings:

April 20, Kansas City Crime Commission Triad Awards

April 21, Law Enforcement Career Day at the Raytown School District

April 27, along with Alderman Van Buskirk, St. Matthews fundraiser for Independence officer Wagstaff

April 28, Spring Valley School Career Day

April 29, Troop 285 Eagle Scout Court of Honor for: Michael Roemig III, Drew Phillips, Michael Bartelli, Jasper Logan

May 2, Community Emergency Response Team graduation

The Mayor thanked Chief of Police, Jim Lynch, for the Police Department's support and leadership with the City's various public safety community groups.

**Communication from the City Administrator**

City staff and ancillary organizations have been successfully managing issues related to the recent heavy rains in the area. Raytown EMS has taken possession of its new ambulance and it will be available at a future Board of Aldermen meeting for closer inspection. Jackson County and the Area Transportation Authority will provide City staff with an update regarding the timeline and plan of action for the Rock Island Trail. Freddy's Hamburgers and Frozen Custard will open May 9.

## **Committee Reports**

Alderman Greene attended a Santa Fe Trail Association event which presented the City of Raytown with an award of merit. On May 4 at 5:30-7:00 p.m. a meeting at the Raytown Christian Church will be held to discuss where the trail route will pass through Raytown.

### **STUDY SESSION**

#### **2015-2016 Audit Presentation-Continued**

Mize Houser & Company, P.A.  
Briana Burrichter, Finance Director

Sean Gordon, representing Mize Houser & Company, remained available for discussion.

Discussion included that the City's expenses in 2016 decreased 0.5% from the year prior and this was achieved through conscious, successful efforts to streamline City expenditures.

### **LEGISLATIVE SESSION**

#### **1. CONSENT AGENDA**

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Approval of the Regular April 18, 2017 Board of Aldermen meeting minutes.

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

Ayes: Aldermen Mims, Teeman, Aziere, Hunt, Van Buskirk, Black, Meyers, Greene, Myers

Nays: None

Absent: Alderman Moore

#### **REGULAR AGENDA**

### **OLD BUSINESS**

- R-2961-17: A RESOLUTION AMENDING THE FISCAL YEAR 2016-2017 BUDGET RELATED TO THE POLICE PENSION FUND IN THE AMOUNT OF \$45,272.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$608,134.00 FOR FISCAL YEAR 2016-2017. Point of Contact: Jim Lynch, Police Chief.**

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

Jim Lynch, Chief of Police, Traci Christian of McCloud and Associates, Brian Perott of FCI Advisors, and Bob West of Haynes Benefits remained available for discussion.

Alderman Moore joined the meeting at 7:28 p.m.

Discussion clarified that this pension plan has always existed separately from the City's employee pension plan and in 2013 a decision was made to move new accruing benefits to LAGERS. On average, government pension plans are 73-80% funded, and the City's funding rate of 50-60% is low. One contributing factor for this is the City's annual contribution amount based on the assumed rate of return. The assumed rate of return for the plan is the responsibility of the pension's board of trustees and they will continue to work with the City Administrator to look at the rate. Following current market trends, all

pension funds are decreasing their return assumptions. Reducing this pension plan's assumption rate is advisable to ensure stability.

The current funding distribution of 83%-General Fund and 17%-Public Safety Sales Tax is based on the City's past distribution structure. In the future, when the budget is set, there should be no need to come back for additional funding. The pension fund's measurement and report date can be set for anytime, and an earlier date would potentially yield a more accurate estimate. The board of trustees and the State will mandate funding approval for any fund that is less than 50% funded that fails to fund the actuarially required amount over five consecutive years. FCI's flat, annual fee is 0.5%.

Alderman Teeman, seconded by Alderman Mims, made a motion to adopt.

Following further discussion, Alderman Meyers, seconded by Alderman Van Buskirk, made a motion to amend the split distribution of funding to be 50%-General Fund and 50%-Public Safety Sales Tax. The motion was approved by a vote of 10-0.

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

On the motion made by Alderman Teeman and seconded by Alderman Mims to adopt, the motion was approved by a vote of 10-0.

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

### **Recess**

Following a recess, the Mayor called the meeting to order at 9:11 p.m.

### **NEW BUSINESS**

3. Public Hearing: A public hearing regarding updating requirements for the placement of communications towers within city limits.

3a. **FIRST READING: Bill No. 6443-17, Section XIII. AN ORDINANCE AMENDING CHAPTER 50, SECTION 50-106, REPEALING SECTION 50-107(16), AND ADDING DIVISION 19, OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, FOR THE PURPOSE OF UPDATING REQUIREMENTS FOR THE PLACEMENT OF COMMUNICATIONS TOWERS WITHIN CITY LIMITS.** Point of Contact: Ray Haydaripoor, Community Development Director.

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

Mayor McDonough opened the public hearing.

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

Alderman Teeman, seconded by Alderman Black, made a motion to suspend the rules and have an immediate second reading of Bill 6443-17. The motion was approved by a vote of 7-3.

Ayes: Aldermen Teeman, Black, Moore, Greene, Hunt, Aziere, Mims  
Nays: Aldermen Myers, Meyers, Van Buskirk

Teresa Henry, City Clerk, read Bill 6443-17 by title only for the second time.

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

Mayor McDonough closed the public hearing.

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

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

4. **R-2971-17: A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF PANASONIC TOUGHBOOKS FOR POLICE DEPARTMENT VEHICLES FROM WORLD WIDE TECHNOLOGY, INC OFF THE STATE OF MISSOURI PC PRIME VENDOR SERVICES CONTRACT IN AN AMOUNT NOT TO EXCEED \$27,315.60 FOR FISCAL YEAR 2016-2017.** Point of Contact: Jim Lynch, Police Chief.

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

Captain Michelle Rogers remained available for any discussion.

Discussion clarified that the Police Department's purchasing policy follows the State's purchasing contracts, so this contract was not bid out. Old equipment will go to auction.

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

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

### **CLOSED SESSION**

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- 610.021(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information relating to the performance or merit of an individual employee is discussed or recorded; and/or
- 610.021(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

### **ADJOURNMENT**

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

The meeting adjourned at 10:08 p.m.

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Teresa M. Henry, MRCC  
City Clerk

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

**Date:** May 11, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Chief of Police James Lynch

**Resolution No.:** R-2973-17

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

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

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



**Action Requested:** Authorizing spending in excess of \$15,000.00 with a single vendor – CI Technologies, Inc.

**Recommendation:** Approve the resolution.

**Analysis:** The Police Department manages internal investigations to closely monitor situations of vehicle pursuits, force situations and citizen complaints. The related reports and files have historically been kept in paper form in file boxes. This is an antiquated and cumbersome method to store and research this information.

The implementation of “IA Pro” software has permitted much more modern and effective record keeping practices. The second phase of this project is the implementation of the field reporting solution known as “Blue Team”. This module permits employees to report incident data directly into the internal affairs software. This solution provides more accurate and timely reporting of these sensitive incidents and enables the Police Department to more closely monitor these high-risk situations.

This type of analysis has been highly emphasized by the Department of Justice and set as a goal for many Police Departments.

Funds for this acquisition were approved per the fiscal year 2016-2017 budget process. This item has been reviewed by the Special Sales Tax Oversight Committee and found to meet the voters’ intent of that fund.

**Alternatives:** Continue to use paper methods for record keeping.

**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:	\$16,500.00
Department:	Police
Fund:	PSST
Account Number(s):	207.32.00.100.52250

**Additional Reports Attached:** IA Pro quote, sole source letter.

**A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF SOFTWARE AND TRAINING FROM CI TECHNOLOGIES, INC. IN AN AMOUNT NOT TO EXCEED \$16,500.00 FOR FISCAL YEAR 2016-2017**

**WHEREAS**, the Raytown Police Department has a need to purchase up-to-date record keeping software and training; and

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

**WHEREAS**, the City of Raytown in the adoption of its purchasing policy has further approved the practice of purchasing goods and services from sole source vendors without competitive bid; and

**WHEREAS**, funds for such purpose are budgeted from the Public Safety Sales Tax and such expenditure has been reviewed and on January 31, 2017 was recommended by the Special Sales Tax Oversight Committee as being consistent with voter intent; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the citizens of the City to authorize and approve the purchase of software and training from CI Technologies, Inc. for record keeping purposes for fiscal year 2016-2017 in an amount not to exceed \$16,500.00;

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

**THAT** the purchase of software and training from CI Technologies, Inc. for record keeping purposes for fiscal year 2016-2017 in an amount not to exceed \$16,500.00 is hereby authorized and approved;

**FURTHER THAT** the City Administrator and/or his designee, are 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 16<sup>th</sup> day of May, 2017.

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

ATTEST:

Approved as to Form:

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

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



The Leading Police Integrity Software Worldwide

November 30, 2016

Captain Randy Hudspeth  
Raytown Missouri Police Department  
10000 E. 59th Street  
Raytown, MO 64133  
Off: (816)737-6101  
Email: [hudspethr@raytownpolice.org](mailto:hudspethr@raytownpolice.org)

Capt. Hudspeth

Thank you for your interest in our IAPro software for use by the Raytown Missouri Police Department. I have prepared the below price quote covering the costs associated with implementing IAPro and BlueTeam at your agency.

If you have any questions on this, please let me know.

**IAPro Price Quote**

<u>Item</u>	<u>Purchase costs</u>
<b>IAPro Professional Standards software</b> <ul style="list-style-type: none"> <li>• Unlimited number of users</li> <li>• Installation</li> <li>• Pre-Load of employee information</li> </ul>	\$ 7,000.00
<b>3 Days On-Site Training</b> <ul style="list-style-type: none"> <li>• IAPro User training</li> <li>• System Configuration with core users</li> </ul>	\$ 2,500.00
Travel Expenses for Trainer	\$ Included
<b>Total for IAPro Software and Services</b>	<b>\$ 9,500.00</b>
<b><u>Optional Items</u></b>	
<b>BlueTeam Field Support Web application</b> <ul style="list-style-type: none"> <li>• Unlimited number of users</li> <li>• Installation</li> </ul> Note: Requires purchase of IAPro software	\$ 5,000.00
<b>2 Days On-Site Training</b> <ul style="list-style-type: none"> <li>• IAPro User training</li> </ul> System Configuration with core users	\$ 2,000.00
Travel Expenses for Trainer	\$ Included
<b>Total with Optional BlueTeam software</b>	<b>\$ 16,500.00</b>

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<b><i>Annual Maintenance Commencing the 2<sup>nd</sup> Year of Ownership</i></b>	
<i>IAPro</i>	\$ 1,400.00
<i>BlueTeam</i>	\$ 1,000.00
<b>Maintenance Totals</b>	<b>\$ 2,400.00</b>

## ***Annual Maintenance***

The first year of annual maintenance is provided free of charge. Thereafter annual maintenance is provided on a year-to-year basis and can be discontinued at any time.

The agency's annual maintenance cycle will not commence until training occurs. The first twelve (12) months of annual maintenance is provided free of charge.

Unless requested otherwise by the agency, the first maintenance invoice will be prorated to bring the agency's invoice cycle up to a January thru December calendar year. Thereafter, annual maintenance is invoiced on a calendar year basis, and will be disseminated each year in January.

Annual maintenance includes all end user and technical support via our 800 # and our online support website as well as any associated technical or user documentation. Annual maintenance also includes all new versions of the IAPro software and if purchased BlueTeam.

## **Important Note**

The purchase of the IAPro system does not include hardware, OS licensing or SQL Server licensing. Most agencies that purchase IAPro have an existing server with existing Microsoft SQL Server licensing. IAPro can be installed on your existing hardware and within your existing SQL Server instance.

## ***BlueTeam Field Support Service application***

The BlueTeam Field Support Service application is an adjunct application that is used by some IAPro customers. It is designed for entry of use-of-force, complaint, vehicle accident and pursuit incident types by field and supervisory level personnel. It supports the review and approval process with routing up the chain of command. *\*Note: BlueTeam software is a separate and additional cost.*

## ***Officer Preload***

CI Technologies offers a free service whereby we will import your employee information into the IAPro database, prior to installing IAPro at your agency. This is a one-time service offered at no additional cost.



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### ***Training***

IAPro training is conducted by an IAPro training specialists...each IAPro training specialist is a current or former law enforcement Detective with extensive investigative experience.

IAPro training is heavily oriented towards hands-on usage. To this end, a special “training” version of IAPro is installed on each workstation used for training. This is a full-featured version of IAPro with demo/training database installed on the workstation hard drive. It is strongly recommended that there be one trainee per training workstation. An LCD projector is also needed for training.

If the optional BlueTeam software is purchased, training is typically coordinated subsequent to the IAPro training to allow agency staff ample time to become familiar with IAPro prior to deploying BlueTeam for agency wide use.

### ***Considerations Regarding our Solution***

Four aspects of our solution are distinctive, and set us apart from our competitors. They are:

- Unlimited use licensing – there are no additional or hidden additional licensing costs: IAPro and BlueTeam pricing is for unlimited use licensing in terms of both the number of users that can run the software concurrently, and the number of workstations the applications can be run on. Our pricing model ensures maximum flexibility for the customer, with all licensing costs paid at point of initial purchase. The customers will never have to purchase additional licensing based on increased or unforeseen future usage requirements. This is important since the participation of front-line personnel – especially supervisors – is crucial in upholding the integrity of the organization, and to constrain their use of the software would greatly limit, if not cripple, its effectiveness.

- A three-day annual user’s conference is offered at no charge to our customers: Each year since 2004, CI Technologies has hosted an Annual Users Conference for our IAPro and

BlueTeam customers. Our most recent conference, held in Las Vegas, NV., saw over 500 attendees. Each conference consists of a multi-track format that, includes tracks for beginner-level users, advanced users, and users with specialized interests such as designing early intervention programs. The 2016 conference will be held in Las Vegas, Nevada; please visit our website for further details.

These conferences are a key part of the support services offered to our customers, and meet the following needs:

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- Training of new customer staff based on turnover - Inevitably over time our customers will experience turnover in staff, which requires that training be available on an ongoing basis.
  - Advanced training - Many customers benefit from advanced training, especially in-depth coverage of features found in new releases of the software.
  - Networking with peers - In order to share ideas and approaches to utilizing our software.
  - Providing feedback directly to the vendor's staff - The opportunity to provide feedback and suggestions directly to our staff is highly valuable to both our customers and our company. This ensures that we have up-to-date information on how best to improve our software and services.
- Our Growing Customer Base: Over 625 public safety agencies in the US, Canada, Australia and New Zealand currently run IAPro and IAPro with BlueTeam. These agencies range in size from major customers such as NYPD, Toronto Police Service, and Western Australia Police, down to one person IA Units in smaller departments. The size and breadth of our customer base reflects our leading position in the Professional Standards software marketplace.

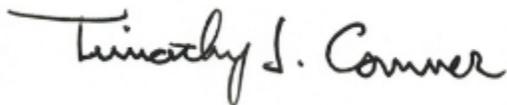
## **Purchase Orders**

Training and installation are scheduled on a first-come-first-served basis.

Due to our current sales backlog, we request to be notified as soon as possible once a purchase decision has been made. Please be sure to fax any purchase orders to us at 800.620.8504 for expeditious handling of your order.

This price quote will remain in-effect through May, 2017. Please call or email if you need additional information or have any questions. Thank you again for your interest and consideration!

Best Regards,



Timothy Conner

[tconner@iapro.com](mailto:tconner@iapro.com)

Off: 1.800.620.8504 x707

# IAPRO AND BLUETEAM

CI Technologies, Inc.  
Sole Source Statement  
January/February 2016

CI Technologies, Inc. of St. Augustine, Florida is the sole source vendor of IAPro internal affairs/professional standards unit software and our BlueTeam adjunct software product.

IAPro and BlueTeam have been created by CI Technologies and can only be purchased directly from CI Technologies. In addition, CI Technologies is the sole source provider of technical support for both IAPro and BlueTeam.

BlueTeam is an adjunct application that works with IAPro. Due to the shared database and drop-down fields; BlueTeam is the only web-enabled application that IAPro integrates with to allow our customers a web-enabled point of entry for field level officers.

CI Technologies is constantly keeping aware of software applications that compete with IAPro and BlueTeam, their feature sets, and their customer bases.

Many of the features and capabilities of IAPro and BlueTeam are to our knowledge not shared by any other competing internal affairs unit software product. These include, but are not limited to:

- A unique two-application solution. IAPro: designed for daily use by OPS/IA Units, and BlueTeam: Designed for use by front-line officers and supervisors with minimal or no training necessary.
- IAPro has an "Outlook-style" interface that's familiar to many computer users
- BlueTeam supports entry and management of use-of-force, accident, pursuit and user-defined incidents from the field
- BlueTeam includes routing of incidents via the chain of command with review and approval functions
- BlueTeam include features that integrate with departmental e-mail so that supervisors are notified via e-mail of new incidents that have been routed to them for review and approval.
- BlueTeam also features the Incident management dashboard for higher-level supervisor's in the field. This allows for better management and assignment of incidents incoming into BlueTeam from IAPro.
- Comprehensive snapshot storage of officer profile at time of incident
- Standard alert Identification of early intervention candidates is comprehensively supported. However IAPro supports early intervention further by allowing alerts on specific types of force used (for use-of-force incidents) as well as by individual allegations within complaints as well.
- Early intervention features also include advanced alert overrides based on involved officer assignment, use-of-force alerts, allegation alerts, monitored officer alert, supervisory alerts, organizational component alert and peer-group analysis.
- The Early Intervention features provide quick and accurate visibility of trends. A variety of report and grid interfaces supplement IAPro's alert functionality to allow in-depth analysis: Peer-group analysis by organizational unit, Incident frequency analysis by organizational unit, Top-percentile analysis and Activity vs. incidents analysis (necessitates an interface with customers' activity data)

Remittance Address: P.O. Box 534 • Townsend, MA 01469-0534 • USA

*CI Technologies Inc. is the Sole Source Provider of the IAPro and BlueTeam  
Software Web: [www.iapro.com](http://www.iapro.com)*

# IAPRO AND BLUETEAM

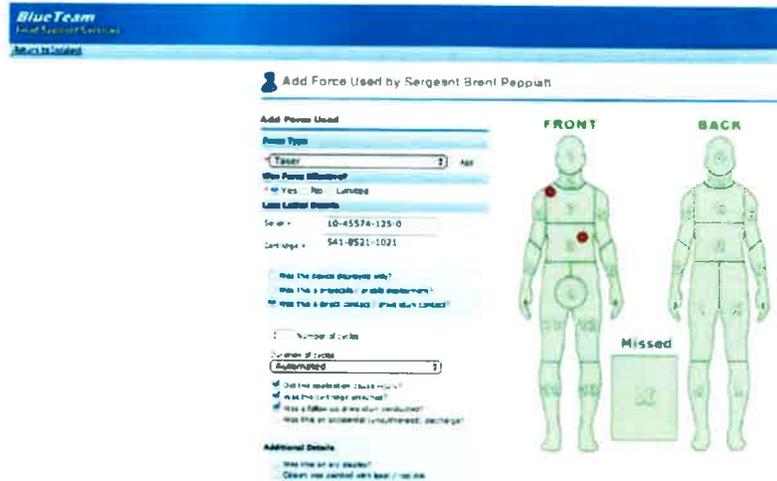
CI Technologies, Inc.  
Sole Source Statement  
January/February 2016

- Word template integration, with over 120 bookmarks for automatic form and document creation.
- An unlimited number of files of any type – such as audio, image, Adobe Acrobat, MS Word, etc. -- can be linked to each incident in both IAPro and BlueTeam.
- **CALEA requirements:** Separate reports, each meeting a specific CALEA guideline/requirement, including:
  - Complaints received
  - Annual Evaluation of Early Warning System
  - Annual Record of all complaints Maintained
  - Annual Summary of Complaint Allegations
  - Time Frame for Completion of Case
  - Summary of UOF Complaints
  - Complaints of Unreasonable Force Findings
  - Documented Analysis of Use of Force Reports
  - Biased Based Policing Statistics Report
  - Annual Evaluation of Early Warning System - Detailed
- IAPro and BlueTeam allow our customers to meet over 35 different accreditation standards relating to complaint monitoring, use of force reporting, pursuits, firearm discharge reporting and Early Intervention.
- Export of most reports' and early intervention interfaces' data directly to MS Excel by simply clicking on a button.
- Ability to track hearings and appearances. This feature enables the ability to track hearings, such as Laudermill and/or appeals.
- Ability to track public records requests to include, CA pitches motions or any other public disclosure.
- **Special Correctional Features** - A range of features for our correctional customers, including:
  - Correctional mode setting that activates related features for correctional customers.
  - Correctional customers can configure the facilities breakout nomenclature (region, cellblock, pod, etc.) that reflects their needs. This results in system screens and reports that reflect each customer's specific nomenclature.
  - Ability to track information on current facility and location of each inmate with that information saved each time that inmate is linked as an involved party to an incident. This enables reporting and statistical analysis of where within the customer's facilities complaints, uses of force, and other incidents are occurring.
  - Addition of a user-defined inmate number fields so that involved inmates are positively identified.
  - Ability to link one or more charges and their dispositions to each involved inmate, in order to better handle complaints against inmates
  - Charge disposition is included with the citizen/inmate linked charge record so that each charge's disposition can be tracked and reported on
  - Special icon to identify inmates as distinct from other involved parties
    - Ability to track and report on statistics for Conductive Energy Devices (seen below)

# IAPRO AND BLUETEAM

CI Technologies, Inc.  
Sole Source Statement  
January/February 2016

- The current version of BlueTeam will include “clickable” body image for capture of force contact points and injuries in a user-friendly manner similar to many paper report formats (see below screen)



- Intelligent quality assurance (QA) features that notify users of incomplete entry of incident data. This important feature helps to ensure entry of all data needed to feed statistical reports and charts, and is particularly helpful for new users.
- Access/security control with multi-level access screening, feature access control, and advance read/write access control by user or unit.
- IAPro and BlueTeam pricing is for unlimited use licensing in terms of both the number of users that can run the software concurrently, and the number of workstations the applications can be run on. Our pricing model ensures maximum flexibility for the customer, with all licensing costs paid at point of initial purchase. The customers will never have to purchase additional licensing based on increased or unforeseen future usage requirements. This is important since the participation of front-line personnel – especially supervisors – is crucial in upholding the integrity of the organization, and to constrain their use of the software would greatly limit, if not cripple, its effectiveness.
- Annual maintenance includes provision of all upgrades including when IAPro, technical and end-user support services provided via phone and e-mail in a timely manner during the period it is in-effect.
- **Meets US Federal Government guidelines for strong password security including:**
  - A password minimum length can be configured
  - Passwords are stored encrypted in the database
  - Specify passwords contains one or more lower case character
  - Specify passwords contains one or more upper case character
  - Specify passwords contains one or more numeric character
  - Specify passwords contains one or more special non-alphanumeric character
  - Password re-use detection and limit so that a previously used password cannot be re-used
  - User accounts are locked out after a specified number of unsuccessful logon attempts

Remittance Address: P.O. Box 534 • Townsend, MA 01469-0534 • USA

CI Technologies Inc. is the Sole Source Provider of the IAPro and BlueTeam  
Software Web: [www.iapro.com](http://www.iapro.com)

# IAPRO AND BLUETEAM

CI Technologies, Inc.  
Sole Source Statement  
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- LDAP/ Active Directory login/password integration
- Case management with visual drill-down capability using a Windows Explorer –style interface.
- Ability for departments to track two unique addresses for employees (home and work), separate phone numbers (home and work) along with social security numbers for mandated state reporting requirements.
- Reminders of overdue and approaching overdue status incidents and investigative tasks at user login.
- Automatic creation and assignment of due dates and investigative tasks when each incident is initially entered, based on parameters set by the administrator.
- Pseudo-e-mail “Mailbox” feature within IAPro provide fully-secure capability to route incidents among users. Notification of un-read mail is provided at login to the system administrator, so that mail that is overdue to be reviewed and handled can be managed.
- Purge features built based on California customers’ needs: Incident level and officer/incident level purge features include purge log, purge hold-back (when involved officer has pending disciplinary or complaint issue), and retention of data utilized in statistical reporting.

## IMPORTANT NEW FEATURES IN IAPRO VERSION 7 / BLUETEAM VERSION 5

- Linked files functionality enhanced with linked URLs to support access to cloud-stored body worn and in-car camera videos
- Specialized vehicle and pedestrian stop module that meets requirements of US DOJ monitor for Seattle PD and Cleveland PD
- Specialized data elements to identify citizens in crisis during incident, homeless, primary language other than English and enhanced sex/gender identification
- New BlueTeam dashboard to support monitoring of incoming use-of-force, pursuit and other critical incidents
- Bifurcated incident types as requested by Seattle Police Department to support appropriate response to incidents based on key factors such as severity of injury to involved parties
- Ability to use any of the three main industry-standard database engines: Microsoft SQLServer, Oracle or IBM DB2.
- Specific features for organizations that have a separate unit from IA/PSU that tracks and records discipline into the system.
- California-specific features including response to Pitchess Motion officer history print-out, incident-level purge with purge date maintenance features, vehicle pursuit data elements accommodate information of CHP reporting form, and time/effort tacking for case investigation costs reimbursement from State of California DOJ.
- We also offer customers local user symposiums across the customer base and an annual user conference. Our 2015 conference in Scottsdale saw 450 attendees. Our 12th annual conference in Las Vegas will host 4 training tracks and will include networking forums, presentations and discussions regarding how to meet the rapidly evolving environment today as well as basic and advanced training sessions.

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# IAPRO AND BLUETEAM

CI Technologies, Inc.  
Sole Source Statement  
January/February 2016

## Brief description of company size and organization

CI Technologies has conducted business since March 1992. Its sole business is to provide "off the shelf" software products specifically created for the public sector internal affairs/professional standards and criminal intelligence units.

CI Technologies, Inc. is a Florida Chapter "S" corporation. CI Technologies site locations include: Vancouver, British Columbia, St. Augustine, FL, Townsend, MA, Bellingham, WA, Castle Rock, CO, and Dallas, TX.

CI Technologies' product-based rather than custom software focus results in superior software functionality at reasonable cost to its customers. It also results in a company with strong growth and staying power over the long-term, rather than one dependent on a few large clients or contracts. Product development and technical support are also vastly simplified. CI Technologies' products are all created using industry-standard programming languages and are designed to use mainstream relational database engines. They are architected to be scalable from single desktop to wide-area usage. Several of CI Technologies' customers run its software products in statewide, citywide or countywide wide-area mode.

CI Technologies has a long history of offering timely and effective technical support to our customers. This can be confirmed by contacting any of our customers. CI Technologies is a rapidly growing company sales-wise and has on average a 3 to 4 month sales backlog.

CI Technologies' CrimeNtel criminal intelligence software product, first released in 1995, runs in over 100 agencies nationwide in the USA. CI Technologies' IAPro integrity solution was first released in 1998. Over 600 public safety agencies in 5 countries run IAPro. Those countries include: the USA, Canada, Australia and New Zealand. These agencies range in size from major customers such as NYPD, California Highway Patrol, Toronto Police Service, and Western Australia Police, down to one person IA Units in smaller departments.

- Company name: CI Technologies, Inc.
- Mailing address: PO Box 534, Townsend, MA 01469-0534, USA
- Number of years in operation: 23 years
- Number of years in public safety software business: 23 years
- Number of employees: 8 full time employees, 2 part time employee, plus 25 contract trainers



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Michael Blumberg  
President – CI Technologies,  
Inc. 800.620.8504  
[sales@iapro.com](mailto:sales@iapro.com)

Remittance Address: P.O. Box 534 • Townsend, MA 01469-0534 • USA

CI Technologies inc. is the Sole Source Provider of the IAPro and BlueTeam  
Software Web: [www.iapro.com](http://www.iapro.com)

**CITY OF RAYTOWN  
Request for Board Action**

**Date:** May 11, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Douglas A. Jonesi, Director

**Resolution No.:** R-2974-17

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

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

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

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**Action Requested:** The City of Raytown's Department of Emergency Medical Services, with the concurrence of Administration and Finance, is requesting the City enter into an agreement with Digitech Computer, Inc. for EMS billing services for a five-year term beginning with the go-live date of September 1, 2017.

**Recommendation:** Staff recommends approval of the agreement.

**Analysis:** Raytown EMS billing was contracted to MED3000 in 2008. MED3000 was acquired by McKesson, Inc. during the term of the agreement, and through a subsequent merger, which became effective in April 2017, McKesson's EMS billing operation merged with Change Healthcare. At the direction of the Board of Aldermen, staff opened EMS billing to bid in March 2017. Several proposals were received and evaluated, with Digitech Computer, Inc. emerging as both the best and overall lowest (6.25%, including hardware) bid. We believe that the proprietary technology which Digitech Computer, Inc. uses throughout the billing process will allow them to outperform their competitors who submitted proposals in this process.

Though they will be working with us on getting set up from the 1<sup>st</sup> of June, no fees will be incurred until Digitech Computer, Inc. starts processing accounts on the go-live date. For the two months of the fiscal year 2017 this contract will be operative, we anticipate Digitech Computer, Inc.'s fees not to exceed \$12,500.00.

The proposed agreement before the Board has been reviewed and approved by Digitech Computer, Inc., EMS, Finance, City Attorney and City Administrator.

**Alternatives:** If this agreement is rejected, we must continue billing service under the existing contract-extension with Change Healthcare, pending negotiation and approval of another agreement with either Change Healthcare, Digitech Computer, Inc. or another firm.

**Budgetary Impact:**

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

Amount Requested: \$12,500.00  
Department: Emergency Services  
Fund: General  
Account Number(s): 101.72.00.100.52250

**Additional Reports Attached:** Proposed agreement with Digitech Computers, Inc.

**A RESOLUTION AUTHORIZING AND APPROVING A SERVICE AGREEMENT WITH DIGITECH COMPUTER, INC. FOR EMS BILLING SERVICES AND SUPPLIES INCLUDING INTEGRATED PATIENT CARE REPORTING SOFTWARE AND RELATED HARDWARE IN AN AMOUNT NOT TO EXCEED \$12,500.00 FOR FISCAL YEAR 2016-2017**

**WHEREAS**, the City of Raytown operates an ambulance service and issued its invitation to bid for EMS billing services including integrated patient care reporting software and related hardware used for such purposes; and

**WHEREAS**, the EMS Department received six (6) bids in response to the invitation and determined that the bid submitted by Digitech Computer, Inc. was the best bid for the services; and

**WHEREAS**, the Board of Aldermen find that it is in the best interest of the City to enter into an agreement with Digitech Computer, Inc. for EMS billing services along with patient care reporting software and related hardware required for such purposes in an amount not to exceed \$12,500.00 for fiscal year 2016-2017;

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

**THAT** the agreement with Digitech Computer, Inc. for EMS billing services along with patient care reporting software and related hardware required for such purposes for fiscal year 2016-2017 in an amount not to exceed \$12,500.00 is hereby authorized and approved;

**FURTHER THAT** the City Administrator and/or his designee, are 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 16<sup>th</sup> day of May, 2017.

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

ATTEST:

Approved as to Form:

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

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

## **BILLING SERVICE AGREEMENT**

This BILLING SERVICE AGREEMENT, dated 1 June 2017 (“Agreement”), between **DIGITECH COMPUTER, INC. (“DIGITECH”)** maintaining its principal place of business at 480 Bedford Road, Bldg. 600, 2<sup>nd</sup> floor, Chappaqua, NY 10514 and City of Raytown, Missouri., (“**CLIENT**”) maintaining its principal place of business at 10000 East 59<sup>th</sup> Street, Raytown, MO 64133.

### ***WITNESSETH:***

The parties hereby agree as follows:

#### **I. SERVICES**

- A. DIGITECH will provide CLIENT the services (“Services”) specified in Sections I, II and III of Rider A.

#### **II. PAYMENT**

- A. CLIENT agrees to compensate DIGITECH for the Services as described in Rider A, as applicable.
- B. All payments will be due within thirty (30) days of receipt of DIGITECH’s invoice.
- C. In the event an invoice is disputed in good faith, CLIENT is entitled to withhold only that part of the invoice that is in dispute. If an invoice is in dispute, the parties agree to consult in good faith to resolve any disputes regarding the invoice.
- D. If the uncontested invoice or uncontested portion of an invoice remains unpaid sixty (60) days from the invoice date, DIGITECH, at its option, may elect to suspend its Services under this Agreement upon fifteen (15) days prior written notice to CLIENT or terminate this contract upon forty- five (45) days prior written notice to CLIENT.
- E. In the event that the Services are terminated or suspended in accordance with paragraph D above, all undisputed outstanding invoices must be paid before the Services will be reactivated. Further, DIGITECH, at its option, may require prepayment for future Services as a condition of reactivating CLIENT’s account.
- F. All of CLIENT's contractual obligations as stated herein will remain in full force and effect throughout the suspension period to the extent required to allow DIGITECH to complete work that it has already started. Specifically,

CLIENT shall remain liable for all fees due DIGITECH as if this Agreement were not suspended, regardless of who performs the Services, for items that DIGITECH has commenced working on prior to the suspension. The purpose of this clause is to prevent CLIENT from terminating this Agreement by not paying DIGITECH. DIGITECH will have no liability to CLIENT for damages of any type or nature arising from the suspension of Services under this Article II.

- G. All unpaid and past due balances owed to DIGITECH by CLIENT for more than thirty (30) days shall incur an administrative fee equal to one and one-half (1.5%) percent per month of such unpaid and past due balance.
- H. CLIENT shall be liable for all DIGITECH's costs, fees, and expenses of collection (including but not limited to reasonable attorneys' fees) of such unpaid and past due balances, or enforcing the terms of this Agreement.
- I. DIGITECH shall be liable for all CLIENT's costs, fees, and expenses (including but not limited to reasonable attorney's fees) of any action CLIENT may require to enforce the terms of this Agreement.

### **III. CONFIDENTIALITY**

- A. With regard to CLIENT's Protected Health Information ("PHI"), DIGITECH will perform the Services hereunder in accordance with the HIPAA Business Associate Agreement set forth in Rider B and applicable law.
- B. DIGITECH acknowledges and agrees that any and all information and material supplied by CLIENT to DIGITECH hereunder shall remain the property of CLIENT. DIGITECH will not make copies of such information or material, except to the extent necessary to perform the Services under this Agreement. DIGITECH, its employees, agents, assigns, subcontractors and successors shall keep strictly confidential all information designated by CLIENT as "confidential."
- C. CLIENT acknowledges and agrees that the software, and all other systems related to the provision of Services hereunder, are DIGITECH's confidential proprietary information, and CLIENT agrees that it will disclose such material only to those of its employees and agents who have a need to know, that it will use such material only in connection with the Services hereunder, and that it will take all reasonable precautions to prevent the disclosure of such confidential information to, or use by, any other party. CLIENT acknowledges and agrees that all software developed by DIGITECH for CLIENT using CLIENT's specifications, or DIGITECH's specifications, or a

combination of both, will remain DIGITECH's confidential proprietary property, unless the parties have otherwise agreed in writing.

- D. CLIENT will not be obligated to provide DIGITECH with any information, which by law or its own policy may not be provided to DIGITECH. Upon any termination of this Agreement, PHI will be treated as set forth in Rider B and applicable law.
- E. Each party agrees that during the term of this Agreement, and for a period of one year thereafter, it shall not hire or retain, as an employee or otherwise, any of the other party's employees, unless the parties have otherwise agreed in writing.

#### **IV. TERM, TERMINATION AND RENEWAL**

- A. The initial term ("Initial Term") of this Agreement shall comprise the following: (i) a pre-go-live implementation period commencing with the date of this Agreement, which period may be extended for good faith reasons upon mutual agreement of the parties, ending with a go-live date, on which claim processing commences ("Go-Live Date"); and (ii) a five (5) year claim processing period commencing with the Go-Live Date. DIGITECH will be entitled to its fees as described in Rider A for all collections for transports with dates of service from the Go-Live Date through those transports with dates of service prior to the end of the Initial Term.
- B. Provided that this Agreement has not been terminated, at the end of the Initial Term, this contract will automatically renew for successive one-year renewal periods unless either party notifies the other party, in writing, at least ninety (90) days before the end of the then current term that it elects to cancel this Agreement. DIGITECH, at its option, may send a renewal notice to CLIENT one hundred and twenty (120) days prior to the end of the then current term stipulating new pricing for the next renewal period. If CLIENT does not agree to the new pricing within thirty (30) days of the date of the renewal notice, then this Agreement shall be deemed terminated at the end of the then current term.
- C. Except as otherwise provided in the Business Associate Addendum regarding a basis for termination for violation of the obligations of the Business Associate Addendum, either party may, upon thirty (30) days written notice identifying specifically the basis for such notice, terminate this agreement for breach of a material term or condition of this Agreement, provided that the party in breach shall not have cured such breach, or taken substantial steps toward curing such breach, within the thirty (30) day period. This paragraph does not apply to nonpayment, which is

addressed in paragraph II (D) above.

- D. Notwithstanding anything to the contrary in this Agreement, either party may immediately terminate this Agreement upon five (5) days prior written notice in the event
1. The other party becomes insolvent, bankrupt, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, or consents to appointment of a trustee or receiver, or has an involuntary petition of bankruptcy filed against it: or
  2. The legal authority of the other party to operate its facility or provide services as required hereunder is suspended or terminated; or
  3. A party hereto is excluded from participation in any state and/or federal health care program; or
  4. The Business Associate Addendum between DIGITECH and CLIENT is terminated.
- E. Either party may terminate this Agreement at any time, without cause, with 90 days prior written notice.

## **V. INDEMNITY AND LIABILITY**

- A. Each party to this Agreement shall indemnify and hold harmless the other party and its agents, employees and subcontractors (“Indemnified Party”) from and against losses, liability, fines, suits, demands, arbitration fees, damages and expenses (including reasonable attorney’s fees) due to claims made by third parties against an Indemnified Party arising from any act, omission, misrepresentation, fraud, violation of any law, breach of confidentiality, breach of the Business Associate Addendum, intellectual property violation, or any willful, wanton, reckless, or grossly negligent act committed by the defaulting party, or its agents, employees and subcontractors. Notwithstanding the foregoing, the defaulting party’s liability shall be limited as set forth below in paragraphs V(B) through (I).
- B. To the extent permitted by law, DIGITECH’s liability shall be limited to amounts paid by DIGITECH’s errors and omissions insurance policy, excluding any applicable deductible or retention under that policy, for which DIGITECH shall remain liable. DIGITECH agrees to maintain no less than \$2,000,000 in errors and omissions insurance covering the performance of its duties set forth herein for the duration of this

Agreement. If Digitech fails to obtain and maintain such insurance, there is no limitation of liability as set forth herein. Except as covered by insurance, in no event shall either party be liable to the other for any loss in profits, or for any special, incidental, indirect, consequential or other similar damages (but excluding penalties and fines) suffered in whole, or in part, in connection with this Agreement, even if a party or its agents have been advised of the possibility of such damages. Except as covered by insurance, in no event shall either party be liable for any delay or failure of performance that is due to causes or conditions beyond that party's reasonable control (this clause does not apply to CLIENT's payment obligations).

- C. Both DIGITECH and CLIENT are independent contractors. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party, except as set forth herein.
- D. CLIENT specifically agrees that it is responsible to repay any overpayments, denials, recoupments and/or offsets, including interest, penalties and other fees, sought, demanded or initiated by any governmental or commercial carrier, payer or insurer in the event it is determined that CLIENT is not entitled to payment for its services rendered, or if any such carrier, payer or insurer determines that CLIENT has been paid any amounts in excess of what is otherwise due and payable under the terms of the applicable governmental or commercial benefit program or insurance policy. Except to the extent covered by insurance (including payment of deductible) or as a result of a fine or penalty, DIGITECH's liability regarding any such bill or claim will not exceed the fee paid to DIGITECH to process such item, except this limitation of liability shall not apply to any claims or liability that may arise out of misrepresentation, fraud, or violation of any law, or any willful, wanton, or reckless or negligent conduct by DIGITECH. Notwithstanding the foregoing, DIGITECH shall pay any penalties and fees caused by its own negligence or willful misconduct.
- E. DIGITECH will not be liable in the event of a recoupment caused by a change in federal or state regulations, or a change in the interpretation of federal or state regulations, or if DIGITECH is directed by the CLIENT to bill against DIGITECH's advice and an audit determines that the item/trip should not have been billed. CLIENT will not be entitled to any refund or credit of any fee paid to DIGITECH, and DIGITECH will have no liability whatsoever in the event of such recoupment, except where DIGITECH failed to conduct sufficient due diligence to remain current on any changes to, or the interpretation of, applicable regulations.
- F. In the event that an internal or external audit of paid claims determines that there was an overpayment for which DIGITECH collected a fee based on

claims given an incorrect level of service and/or inaccurate rates, DIGITECH will issue a credit to CLIENT for an amount equal to the DIGITECH fee earned on the amount overpaid and returned. Except as set forth above, the credit will be capped at the amount of the fee paid to DIGITECH for each adjusted claim.

- G. In the event that the CLIENT receives a duplicate payment or overpayment and must refund the payer (e.g., the insurance company paid the same invoice twice, or the insurance company and patient paid the same claim, or two different insurance companies paid the same claim), DIGITECH will give the CLIENT a credit in an amount equal to the portion of DIGITECH's fee that applies to the duplicate payment or overpayment after CLIENT has refunded the payer.
- H. CLIENT acknowledges that DIGITECH is not a guarantor of collection, and that it shall not be responsible for any uncollected bills. CLIENT may subcontract with any third party to follow up regarding accounts that DIGITECH deems uncollectible after attempting to collect pursuant to the terms of this Agreement and Rider A.
- I. The rights and remedies in this Section constitute the exclusive rights and remedies of the parties with respect to matters indemnified under this Section.

## **VI. EXCLUSIVITY**

- A. CLIENT agrees that all billing Services outlined herein will be performed by DIGITECH exclusively during the term of this Agreement and for a period of at least one hundred twenty (120) days from the last transport date prior to the termination or expiration of this Agreement (the "Winding Down Period"), and any extensions or renewals thereof.

## **VII. COMPLIANCE**

- A. DIGITECH warrants and represents that it maintains adherence to the Office of Inspector General of the Department of Health and Human Services Compliance Program Guidance for billing companies as published in the Federal Register, by the DHHS or OIG in other publications or by the Medicare Administrative Contractor for CLIENT's service area, including verification that no one on DIGITECH's staff is excluded from participation in any state and/or federal health care program.
- B. DIGITECH agrees to comply with all applicable federal and state laws, including "anti-kickback," "excessive charges," and other regulations relevant to this Agreement.

- C. CLIENT represents and warrants that it is not excluded from participation in any state and/or federal health care programs. CLIENT further agrees that they shall be responsible for verifying that none of CLIENT's employees are excluded from participation in any state and/or federal health care program and that every EMS crew member's license and certification are current and valid. CLIENT agrees to notify DIGITECH within five (5) business days of CLIENT's discovery that it is the subject of any actions, investigations or other proceedings that could lead to its exclusion from any state and/or federal health care programs.
- D. CLIENT warrants that it will not send DIGITECH any trips provided by any excluded or improperly credentialed individuals.
- E. DIGITECH warrants that it will not utilize any excluded individuals to perform any work any of CLIENT's trip claims.
- F. CLIENT represents and warrants that it is permitted by law to charge a fee and/or otherwise bill and be paid for its services, and that all fees and charges of CLIENT are solely determined by CLIENT, and are consistent with CLIENT'S legal obligations under any local, state and/or federal laws.
- G. CLIENT represents and warrants that it shall submit only truthful and accurate facts and documentation to DIGITECH for billing purposes. CLIENT is hereby advised that DIGITECH shall rely upon the documentation and factual representations made to it by CLIENT regarding the eligibility of the services rendered for payment according to applicable reimbursement laws, rules or policies.

**VIII. INSURANCE**

- A. DIGITECH shall maintain, at its expense, at minimum, the following insurance coverage during the term of this Agreement, any Winding Down period, and any extension and/or renewal thereof:
  - 1. Comprehensive General Liability. Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage:
    - a) General Aggregate \$2,000,000
    - Products and Completed Operations \$2,000,000
    - Personal and Advertising \$1,000,000
    - Each Occurrence \$1,000,000
    - Medical Expense any one Person \$5,000

2. DIGITECH also shall maintain errors and omissions insurance coverage in an amount not less than \$2,000,000. Prior to the execution of this Agreement, DIGITECH shall provide proof of such coverage to CLIENT.

## **IX. NOTICES**

- A. All notices or other communications required or contemplated herein shall be in writing, sent by certified mail return-receipt-requested, overnight delivery, or personal delivery, addressed to the party at the address indicated below, or as same may be changed from time to time by notice similarly given. Notices shall be deemed given three (3) business days after mailing, if by certified mail, the next business day, if by overnight delivery, or, if hand delivered, on the date of such delivery.

If to DIGITECH:

Jane Silverman, Esq., CACO  
Chief Compliance Officer  
DIGITECH COMPUTER, INC.  
480 Bedford Road, Bldg. 600, 2<sup>nd</sup> floor  
Chappaqua, NY 10514

If to CLIENT:

Douglas A. Jonesi, EMT-P  
Director of EMS  
City of Raytown, Missouri  
10020 E 66 Terrace  
Raytown, Missouri 64133

## **X. CLIENT RESPONSIBILITIES**

- A. CLIENT agrees to provide DIGITECH all information required to perform the Services. Furthermore, CLIENT agrees to deliver said information by automated field data:

Automated Field Data Collection

CLIENT'S ePCR vendor shall:

- a) Produce a daily billing file in the standard NEMESIS XML file

format as described in Exhibit 1. The daily billing file will be one file containing all claims approved for billing since the last daily billing file;

- b) Include all data elements in the daily billing file required for billing. This includes, but is not limited to date of service, signature information (both a signature signal & image instructions), unique ID per transport, unique ID per transport agency. Please refer to Exhibit 1 – PCR Requirements for Billing for additionally required fields;
- c) Automatically push the daily billing files via SFTP to DIGITECH’s FTP server;
- d) Mutually agree on custom data elements with both CLIENT and DIGITECH for items such as treatments, supplies, etc.
- e) Allow DIGITECH employees to login to secure website to:
  - (1) Manually produce a billing file based on the same billable claim criterion used to produce the daily billing file;
  - (2) Easily look up transports by a unique ID, Date of Service and Patient Name;
  - (3) View details of transport including additional documentation such as PCS, Hospital Face Sheet, etc.
- f) Provide a method for DIGITECH to produce a Reconciliation Report. The report will:
  - (1) Be an Excel spreadsheet;
  - (2) Include all billable claims for the specified date of service date range
  - (3) Include columns for Unique Transport ID, Patient Name, Date of Service
- g) Work with DIGITECH to produce a seamless transport look up integration between DIGITECH’s Ambulance Commander System and the ePCR System.
- h) CLIENT or CLIENT’s ePCR vendor shall pay all third party costs incurred to purchase, support, integrate and maintain the CLIENT’s field data collection system

B. CLIENT agrees to provide copies of all remittances or electronic remittance files necessary for posting by DIGITECH within four (4) business days of receipt of remittance(s). DIGITECH requires the original, unaltered or “raw” electronic payer file that is produced by the payer. DIGITECH will not accept files which have been modified by any non-payer party. DIGITECH will not accept paper remittances in lieu of electronic remittances. CLIENT agrees to pay charges incurred to convert a payer file back to its original, unaltered or “raw” state.

C. In cases where DIGITECH has verified payment, but CLIENT cannot provide

remittance advice, DIGITECH will provide such listing to CLIENT and CLIENT agrees to allow DIGITECH to apply such payments. CLIENT agrees that the application of such payments by DIGITECH will entitle DIGITECH to earn the fees described in Rider A, Section IV above.

- D. CLIENT agrees to pay for all fees associated with the establishment and maintenance of a CLIENT controlled cash receipt/check bank lock box or deposit account.
- E. CLIENT agrees to establish and maintain a broadband or high speed internet connection, with static IP address, from its place of business to the Internet.
- F. CLIENT agrees to complete and submit all Registration/Change of Information Applications with the insurance processors, including, but not limited to Medicare, Medicaid and Blue Cross Blue Shield. DIGITECH shall confirm receipt of applications and continue follow-up with insurance processors until final approval where possible. DIGITECH will inform CLIENT if the CLIENT's intervention is required by processor.
- G. CLIENT agrees to authorize DIGITECH to execute and submit all Registration/Change of Information Applications with the insurance processors, including, but not limited to Medicare, Medicaid and Blue Cross/Blue Shield, where necessary.
- H. CLIENT agrees to pay for any enrollment or revalidation fees imposed by payers.
- I. Where possible, CLIENT agrees to flag non-billable claims prior to submission to DIGITECH for procedure coding.
- J. Client agrees to email DIGITECH cash posting manager with EFT/ACH amounts deposited and deposit dates for each payer paying via EFT/ACH on a daily basis

**XI. TRANSITION**

- A. In the event this Agreement terminates or expires under the provisions described in Agreement Section IV of this Agreement, the following shall occur (certain Service exclusions apply and may require an additional fee during the Winding Down Period period):
  - 1. DIGITECH will cease all processing including the collection services described in Rider A, Section II above, sixty (60) days from the last transport date prior to the termination or expiration of this Agreement. CLIENT will provide DIGITECH with remittance advice or cash receipt data for a period of at least one hundred

twenty (120) days from the last transport date prior to the termination or expiration of this Agreement (the “Winding Down Period”) and shall pay to DIGITECH its fees on these receipts pursuant to Section IV of Rider A. DIGITECH will be entitled to all fees for its Services for the full 120 days after the last transport date prior to the termination or expiration of this Agreement for which CLIENT receives remittances. Should the parties agree in writing to extend the Winding Down Period, DIGITECH shall be entitled to all fees for its Services for the entire time that the Winding Down Period is extended.

2. Subsequent to expiration or termination of this Agreement, for a period not to exceed 120 days, DIGITECH will provide client with its data in SQL format assuming DIGITECH has been fully paid for services rendered and to be rendered.
3. Upon expiration or termination of this Agreement, all additional services under Section V of Rider A shall cease, unless the parties agree in writing to extend the term of such services to include the Winding Down Period.
4. Upon termination or expiration of this Agreement, DIGITECH agrees to reasonably cooperate with CLIENT in transitioning from DIGITECH to another service provider of CLIENT’s choosing.

**XII. MODIFICATION; GOVERNING LAW; ARBITRATION; ENTIRE AGREEMENT; FURTHER ASSURANCES; SEVERABILITY; WAIVER; AUTHORITY; SUCCESSORS AND ASSIGNS**

- A. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the party against whom enforcement is sought.
- B. This Agreement shall be governed by the laws of the State of Missouri without giving effect to any choice of law or conflicts of laws rules or provisions.
- C. The parties agree that any claim or dispute between them, whether related to this Agreement or otherwise, including the validity of this arbitration clause, shall be resolved by binding arbitration by the American Arbitration Association (“AAA”), under the AAA arbitration rules then in effect, before one (1) arbitrator in Jackson County,

Missouri. Any award of the arbitrator may be entered as a judgment in any court of competent jurisdiction. Either party may commence such arbitration upon no less than thirty (30) days written notice to the other.

- D. This Agreement, including the attached rider(s) and exhibit(s), contains the entire agreement between the parties relating to this transaction and supersedes all previous understandings and agreements between the parties relating to this subject matter. Each party acknowledges that it has not relied on any representation, warranty, or other assurance made by, or on behalf of, the other party, except as expressly set forth herein.
- E. From time to time, each party will execute and deliver such further instruments, and will take such other action as the other party may reasonably request, in order to discharge and perform its respective obligations and agreements hereunder.
- F. Any provision of this Agreement prohibited by applicable law will be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.
- G. This Agreement may be the basis for an Interlocal or Cooperative Procurement Agreement.
- H. The failure of either party to require strict performance of any provision will not diminish that party's right thereafter to require strict performance of any provision.
- I. The signatories below have the authority to sign on behalf of the respective parties.
- J. This Agreement shall be binding on, and will inure to the benefit of, the parties hereto and their respective successors and assigns.
- K. This Agreement, and the duties and obligations placed on the parties, may not be assigned, except with the express written consent of the other party.

**[Signature page follows]**

The parties hereto have executed this Agreement on the day and year first above written.

\_\_\_\_\_

**DIGITECH COMPUTER, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name: MARK SCHIOWITZ

Title: \_\_\_\_\_

Title: PRESIDENT AND CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RIDER A**  
**DESCRIPTION OF SERVICES, FEES AND CLIENT RESPONSIBILITIES**

This Rider is a part of the Agreement between DIGITECH and CITY OF RAYTOWN, MISSOURI dated \_\_\_\_\_.

**I. BILLING SERVICES**

A. DIGITECH shall provide the following billing and collection services which are contingent upon CITY OF RAYTOWN, MISSOURI (“CLIENT”) fulfilling the responsibilities outlined in Section X of the Agreement:

1. DIGITECH shall perform Patient Care Report (“PCR”) processing including:
  - a) Review client prepared PCR’S for content, level of service and diagnosis;
  - b) Procedure Coding; and
  - c) Eligibility and Insurance Research and Verification.
  
2. DIGITECH shall perform billing as follows:
  - a) Electronic Invoicing
    - (1) Medicare;
    - (2) Commercial Insurance; and
    - (3) Medicaid (billed weekly).
  - b) Paper Invoicing
    - (1) CMS-1500 for Commercial Insurance;
    - (2) Self-Pay;
    - (3) Facility (where applicable); and
    - (4) CMS-1500 for Medicaid (where applicable).

**II. COLLECTION SERVICES**

A. DIGITECH will provide the following collection services covering the following types of providers:

1. Facility
  - a) Submit a maximum of 3 invoices/notices, at 30 day intervals; and
  - b) Make a maximum of 2 follow-up calls.
  
2. Patient or Self Pay
  - a) Mail a maximum of 3 invoices/notices, at 30 day intervals;
  - b) Make a maximum of 2 follow-up calls; and

- c) Recommend to CLIENT amounts to be placed in legal proceeding upon the earlier of DIGITECH's determination that the amount is uncollectible or 150 days from the first invoice date.

3. Insurance

- a) Submit a maximum of 3 invoices/notices, at 45 day intervals;
- b) Make a maximum of 3 follow-up calls; and
- c) File appeals upon notice of denial, where applicable.

4. Medicaid

- a) Process denials;
- b) Follow-up on pending claims; and
- c) Resubmissions.

5. Medicare

- a) Process denials;
- b) Follow-up on pending claims; and
- c) Resubmissions.

B. Claims resolution and appeals

C. Remittance Posting

D. Resubmission of denials, pending and held items

E. Interfacing with carriers on behalf of CLIENT

F. All payments received by payers for CLIENT shall be deposited into one or more bank accounts controlled by CLIENT, pursuant to CLIENT's written instructions.

G. DIGITECH will interface with CLIENT's collection agency as follows:

1. Create and download one collection file per month using the industry standard XML collection file format as described in Exhibit 2; and
2. In the event CLIENT's collection agency requires a format that differs from the industry standard XML format or requires more than one file submission per month, DIGITECH reserves the right to charge CLIENT additional fees as necessary. DIGITECH will not commence any such additional work without CLIENT's approval.

3. DIGITECH reserves the right to withdraw claims from collections if payment is received within 10 business days of sending the claim to collections.

### **III. REPORTING SERVICES**

- A. DIGITECH will grant CLIENT access to its billing services reporting system. Such reporting includes but is not limited to, Master Files, Receivable Tracking, Receivable Reporting, Financial Scorecard and System Reporting.
- B. DIGITECH shall send to CLIENT, via email, its standard monthly reporting package which shall include:
  1. Accounting Reports
    - a) Sales original, sales payer re-class, adjustments, cash and aged accounts receivable (accounts receivable roll forward for general ledger entry); and
  2. Transport Reports
    - a) Per Trip Data and Collection Percentages.

### **IV. FEES/BILLING, COLLECTION AND REPORTING SERVICES**

- A. DIGITECH will charge a fee for the Services described above as follows:

CLIENT shall pay to DIGITECH a fee equal to 6.25% of monthly EMS billing collections.

DIGITECH'S percentage fee for service covers claims with a date of service commencing on the go-live date of the contract. Unprocessed claims with dates of service that are 15 days prior to the go live date will be processed at 6.25% of monthly EMS collections.

Unprocessed claims that are deemed collectible by CLIENT with dates of service that are greater than 30 days prior to the go-live date will be processed for a fee of \$30 per claim whether or not they are paid.

CLIENT shall pay to DIGITECH the monthly fee on payment of all claims received by CLIENT, including but not limited to revenue received by CLIENT related to any State administered Ambulance Services Supplemental Payment Program. Said payment shall be in addition to any other fees CLIENT is obligated to pay to any other entity or subcontractor to

analyze and report costs that will help CLIENT realize said revenue.

Notwithstanding the foregoing, DIGITECH acknowledges that claims for which DIGITECH provided no processing services and that have been processed prior to the go-live date may be assigned by CLIENT to other third party collectors and that DIGITECH has no interest in or responsibility for such claims.

Provided that CLIENT's ePCR system can provide a standard NEMESIS file extract, DIGITECH shall provide an interface from CLIENT's existing ePCR system to DIGITECH's billing software at no charge to CLIENT. Note that in the event CLIENT's ePCR vendor charges DIGITECH for any aspect of the ePCR interface, Digitech will pass through such charges to CLIENT.

DIGITECH'S fee for service includes all fees and expenses associated with the ESO Solutions ePCR system and the provision of three (3) Panasonic Toughbooks to the CLIENT.

Pricing is based on the accuracy of the transport and billing data provided by the CLIENT during the RFP process. Should the data provided to us prove to be in error, we reserve the right to renegotiate or exit the contract, provided DIGITECH gives CLIENT a 45 day notice of termination.

Note: DIGITECH'S fee in Section IV(A) above does not include the processing of claims in which the CLIENT has a contractual obligation to transport and not bill (and are therefore uncollectible), such as financial hardship cases and prisoner transports. In addition, DIGITECH'S fee does not cover non-ambulance transports such as ambulette, wheelchair, and medivan transports. Such additional fees will be negotiated per Rider A, Section V – Fees/Other below.

- B. The fees are invoiced monthly approximately ten (10) days after the end of each month and CLIENT agrees to pay interest at a rate of 1.5% per month on all invoices that are not paid within thirty (30) days from the invoice date should DIGITECH opt to charge interest.
- C. The DIGITECH fees do not cover costs or additional fees associated with the placement of delinquent accounts with a third party collection agency. Any fees earned by third party collection agencies from the collection or settlement of past due accounts placed with such agency shall be the responsibility of the CLIENT.

**V. FEES/OTHER**

- A. Fees for the processing and/or collection of claims not covered by this Agreement shall be negotiated on a case-by-case basis. Such claims may include, but are not limited to, claims with dates of service not covered by this Agreement, non-ambulance claims, non-billable claims and claims where critical processing information may be available at an unreasonable cost.
- B. Time expended by DIGITECH, on behalf of CLIENT, to cover services not covered by this Agreement or tasks that fall under the responsibility of the CLIENT shall be billed at a rate to be negotiated, per clerk. Such services include, but are not limited to, data entry, scanning and call taking/input. No fees may be charged unless they are preapproved by the CLIENT, in writing, before performed.
- C. DIGITECH may require a work order prior to the provision of such services.

**VI. REIMBURSABLE EXPENSES**

CLIENT will reimburse DIGITECH for preapproved travel expenses (at cost). Such expenses shall be included in the invoice to CLIENT in the month following the date of such travel.

The parties hereto have executed this Rider on the day and year first above written on the Agreement.

**DIGITECH COMPUTER, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: MARK SCHIOWITZ

Title: \_\_\_\_\_

Title: PRESIDENT AND CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **BUSINESS ASSOCIATE ADDENDUM**

**THIS BUSINESS ASSOCIATE ADDENDUM** (“Addendum”), is made and entered into by and between CITY OF RAYTOWN, MISSOURI (“Covered Entity”) and DIGITECH COMPUTER INC. (“Business Associate”). This Addendum shall form a part of all agreements and other engagements as are currently in effect between the parties under which Protected Health Information (“PHI”) (as defined in Article 1 of this Addendum) is provided, created or received by Business Associate from or on behalf of Covered Entity, and shall supersede and replace any business associate agreement or amendment previously entered into between Covered Entity and Business Associate in accordance with the requirements of HIPAA (as defined below) and/or the HITECH Act (as defined below). This Addendum is effective as of the effective date of the Billing Service Agreement (the “*Effective Date*”).

### **RECITALS**

**WHEREAS**, in connection with the performance of their respective obligations under the terms of the Billing Service Agreement, Covered Entity may disclose certain information to Business Associate, and Business Associate may use and/or disclose certain information, some of which may constitute PHI; and

**WHEREAS**, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to, or created, utilized or disclosed by, Business Associate pursuant to the Billing Service Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations and guidance issued by the Secretary of the U.S. Department of Health and Human Services (the “Secretary”), all as amended from time to time (“HIPAA”), as well as the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary, all as amended from time to time (the “HITECH Act”), and other applicable laws;

The parties do hereby agree as follows:

### **Article 1: Definitions**

**1.1 Definitions.** For the purposes of this Addendum, the following defined terms shall have the following definitions. All capitalized terms used in this Addendum but not

otherwise defined herein shall have the meaning given in HIPAA or the HITECH Act, as applicable.

- (a) **“Breach”** has the meaning given to such term under HIPAA and the HITECH Act, including, but not limited to, at § 13400(1) of the HITECH Act and 45 CFR § 164.402.
- (b) **“Data Aggregation”** has the meaning given to such term under the Privacy Standards (as defined below), including, but not limited to, at 45 CFR § 164.501.
- (c) **“Designated Record Set”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.501.
- (d) **“Health Care Operations”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.501.
- (e) **“Limited Data Set”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.514.
- (f) **“Privacy Standards”** means the HIPAA Privacy Rule and HIPAA Security Rule codified at 45 CFR Parts 160, 162 and 164.
- (g) **“Protected Health Information” or “PHI”** has the meaning given to such term under HIPAA, the HITECH Act, and the Privacy Standards, including, but not limited to, at 45 CFR § 160.103.
- (h) **“Unsecured Protected Health Information”** has the meaning given to such term under HIPAA and the HITECH Act, including, but not limited to, at § 13402(h) of the HITECH Act and 45 CFR § 164.402.

## **Article 2: Duties of Business Associate**

**2.1 Compliance with Privacy Provisions.** Business Associate shall only use and disclose PHI in performance of its obligations under the Billing Service Agreement and as permitted or required by law. Business Associate agrees to be in compliance with each applicable requirement of 45 CFR § 164.504(e) and all requirements of the HITECH Act applicable to Business Associate.

**2.2 Compliance with Security Provisions.** Business Associate shall: (a) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (b) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; (c) use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable

or indecipherable to unauthorized individuals as specified in the HITECH Act; and (d) be in compliance with all requirements of the HITECH Act related to security and applicable to Business Associate.

**2.3 Breach of Unsecured PHI.**

- (a) With respect to any suspected or actual unauthorized acquisition, access, use or disclosure (“Acquisition”) of Covered Entity’s PHI by Business Associate, its agents or subcontractors, and/or any Acquisition of data in violation of any applicable federal or state law, Business Associate shall (i) investigate such Acquisition; (ii) determine whether such Acquisition constitutes a reportable Breach under HIPAA, the HITECH Act, and/or applicable federal or state law ; (iii) document and retain its findings under clauses (i) and (ii); and (iv) take any action pertaining to such Acquisition required by applicable federal or state law.
- (b) If Business Associate discovers that a Breach has occurred, Business Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than five (5) days after discovery of the Breach. Business Associate’s written notice shall include all available information required by 45 CFR § 164.410 and other applicable law. Business Associate’s written report shall be promptly supplemented with any new or additional information. Business Associate agrees to cooperate with Covered Entity in meeting Covered Entity’s obligations under the HITECH Act and other applicable law with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s) or others as required by the HITECH Act and other applicable law.

**2.4 Permitted Uses of PHI.** Satisfactory performance of its obligations under the Billing Service Agreement by Business Associate may require Business Associate to receive or use PHI obtained from Covered Entity, or created or received by Business Associate on behalf of Covered Entity; provided, however, that Business Associate shall not use PHI other than for the purpose of performing Business Associate’s obligations under the Billing Service Agreement (including this Addendum), as permitted or required under the Billing Service Agreement (including this Addendum), or as required by law. Business Associate shall not use PHI in any manner that would constitute a violation of HIPAA if so used by Covered Entity.

**2.5 Permitted Disclosures of PHI.** Business Associate shall not disclose PHI other than for the purpose of performing Business Associate’s obligations under the Billing Service Agreement (including this Addendum), as permitted or required under the Billing Service Agreement (including this Addendum), or as required by law. Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA if so disclosed by Covered Entity. To the extent that Business

Associate discloses PHI to a third party in carrying out its obligations under the Billing Service Agreement, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the PHI, to the extent the third party has obtained knowledge of such breach.

- 2.6 Minimum Necessary.** Business Associate shall limit its use, disclosure or request of PHI to only the minimum necessary as required by law.
- 2.7 Retention of PHI.** Unless otherwise specified in the Billing Service Agreement, Business Associate shall maintain and retain PHI for the term of the Billing Service Agreement, and make such PHI available to Covered Entity as set forth in this Addendum.
- 2.8 Safeguarding PHI.** Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Billing Service Agreement and this Addendum. Business Associate will appropriately safeguard electronic PHI in accordance with the standards specified at 45 CFR § 164.314(a). In particular, Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity.
- 2.9 Agents and Subcontractors.** Business Associate shall ensure that any agents (including subcontractors) of Business Associate to whom Business Associate provides PHI received from Covered Entity, or PHI created or received by Business Associate on behalf of Covered Entity, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI. Business Associate shall implement appropriate sanctions against agents and subcontractors that violate such restrictions and conditions, including termination of the agency or subcontractor relationship, if feasible, and shall mitigate the effects of any such violations.
- 2.10 Reporting Unauthorized Use or Disclosure.** Business Associate shall report in writing to Covered Entity any use or disclosure of PHI not provided for under the Billing Service Agreement or this Addendum as soon as possible after Business Associate becomes aware of such an incident but in no case later than five (5) days after the date on which Business Associate becomes aware of any such incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence

and occurrence of attempted but Unsuccessful Security Incidents (as defined below). “Unsuccessful Security Incidents” will include, but not be limited to, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate shall take (i) prompt corrective action to cure any deficiencies that caused the unauthorized use or disclosure, and (ii) any corrective action required by applicable federal and state law.

- 2.11 Access to Information.** Within five (5) days of Covered Entity’s request, Business Associate shall provide Covered Entity with access to Covered Entity’s PHI maintained by Business Associate or its agents or subcontractors to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.524.
- 2.12 Availability of PHI for Amendment.** The parties acknowledge that the Privacy Standards permit an individual who is the subject of PHI to request certain amendments of their records. Upon Covered Entity’s request for an amendment of PHI or a record about an individual contained in a Designated Record Set, but not later than five (5) days after receipt of such request, Business Associate and its agents or subcontractors shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.526. If any individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Covered Entity has the sole authority to deny a request for amendment of PHI received or created under the terms of the Billing Service Agreement and maintained by Business Associate or its agents or subcontractors.
- 2.13 Accounting of Disclosures.** Upon Covered Entity’s request, Business Associate, its agents and subcontractors shall make available the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.528. For this purpose, Business Associate shall retain a record of disclosure of PHI for at least six (6) years from the date of disclosure. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the effective date of the Billing Service Agreement. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual’s authorization, or a copy of the written request for disclosure. Where a request for an accounting is delivered directly to Business Associate or its

agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such reply to the requested accounting.

- 2.14 Agreement to Restriction on Disclosure.** If Covered Entity is required to comply with a restriction on the disclosure of PHI pursuant to § 13405 of the HITECH Act, then Covered Entity shall provide written notice to Business Associate of the name of the individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law.
- 2.15 Accounting of Disclosures of Electronic Health Records ("EHR").** If Business Associate is deemed to use or maintain an EHR on behalf of Covered Entity, then Business Associate shall maintain an accounting of any disclosures made through an EHR for Treatment, Payment and Health Care Operations, as required by law. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by law. Alternatively, if Covered Entity responds to an individual's request for an accounting of disclosures made through an EHR by providing the requesting individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH Act.
- 2.16 Access to Electronic Health Records.** If Business Associate is deemed to use or maintain an EHR on behalf of Covered Entity with respect to PHI, then, to the extent an individual has the right to request a copy of the PHI maintained in such EHR pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such individual with a copy of the PHI in the EHR in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual. Business Associate may charge a fee, not to exceed Contractor's labor costs to respond, to the individual for providing the copy of the PHI. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were Covered Entity. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an individual's PHI maintained in an EHR in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.
- 2.17 Remuneration for PHI.** Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by law.

- 2.18 Limitations on Use of PHI for Marketing Purposes.** Business Associate shall not use or disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (a) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501, and (b) complies with the requirements of subparagraphs (A), (B) or (C) of § 13406(a)(2) of the HITECH Act. Covered Entity shall cooperate with Business Associate to determine if the foregoing requirements are met with respect to any such marketing communication.
- 2.19 Governmental Access to Books and Records.** For purposes of determining Covered Entity's compliance with the HIPAA, Business Associate agrees to make available to the Secretary its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.
- 2.20 Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
- 2.21 Insurance.** Business Associate shall maintain commercial general liability insurance, with commercially reasonable liability limits, that includes coverage for damage to persons or property arising from any breach of the terms of this Addendum.
- 2.22 Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Addendum for the purpose of determining whether Business Associate has complied with this Addendum; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. Covered Entity and its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act or this Addendum, to the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA or the HITECH Act relating to certification of its security practices. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures

does not relieve Business Associate of its responsibility to comply with this Addendum, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practices or a waiver of Covered Entity's enforcement rights under the Billing Service Agreement or this Addendum.

- 2.23 Return of PHI at Termination.** Upon termination of the Billing Service Agreement, Business Associate shall, where feasible, destroy or return to Covered Entity all PHI received from Covered Entity, or created or received by Business Associate or its agents or subcontractors on behalf of Covered Entity. Where return or destruction is not feasible, the duties of Business Associate under this Addendum shall be extended to protect the PHI retained by Business Associate. Business Associate agrees not to further use or disclose information for which the return or destruction is infeasible. Business Associate shall certify in writing the destruction of the PHI and to the continued protection of PHI that is not feasible to destroy.
- 2.24 Retention of PHI.** Business Associate and its contractors or agents shall retain communications and documents required to be maintained by HIPAA for six (6) years after termination of the Billing Service Agreement.
- 2.25 Business Associate's Performance of Obligations of Covered Entity.** To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity when it carries out such obligation(s).

### **Article 3: Duties of Covered Entity**

- 3.1 Using Appropriate Safeguards.** Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Billing Service Agreement, in accordance with the standards and requirements of HIPAA.

### **Article 4: Term and Termination**

- 4.1 Term.** The provisions of this Addendum shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in Section 4.2 of this Addendum.

#### **4.2 Termination by Covered Entity.**

- (a) A breach by Business Associate of any material provision of this Addendum, as determined by Covered Entity, shall constitute a material breach of the Billing Service Agreement and shall provide grounds for immediate termination of the Billing Service Agreement by Covered Entity.
- (b) If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate the Billing Service Agreement pursuant to Section 4.2(a) of this Addendum, then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall either (i) terminate the Billing Service Agreement, if feasible or (ii) if termination of the Billing Service Agreement is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary.

**4.3 Termination by Business Associate.** If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the Billing Service Agreement or this Addendum, then Business Associate shall immediately notify Covered Entity. With respect to such breach or violation, Business Associate shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, terminate the Billing Service Agreement; or (iii) if such termination is not feasible, report Covered Entity's breach or violation to the Secretary.

**4.4 Termination by Either Party.** Either party may terminate the Billing Service Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act or other security or privacy laws, or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HITECH Act or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

### **Article 5: Miscellaneous**

**5.1 Acknowledgment.** Business Associate recognizes and agrees that it is obligated by law to comply with the applicable provisions of the HITECH Act.

**5.2 Change in Law.** The parties agree to promptly enter into negotiations concerning the terms of the Billing Service Agreement (including this Addendum), and to negotiate in good faith, if, in either party's business judgment, modification of the Billing Service Agreement (including this Addendum) becomes necessary due to

legislative, regulatory, or judicial developments regarding HIPAA or the HITECH Act. Covered Entity may terminate the Billing Service Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Billing Service Agreement when requested by Covered Entity pursuant to this § 5.2, or (ii) Business Associate does not enter into an amendment to the Billing Service Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HITECH Act.

- 5.3 Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with HIPAA, the HITECH Act or this Addendum will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- 5.4 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Billing Service Agreement or this Addendum, available to Covered Entity, at no cost to Covered Entity, to testify as witness, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its members/shareholders, managers/directors, officers or employees based upon a claimed violation of HIPAA or the HITECH Act or other laws relating to security and privacy, except where Business Associate, or its subcontractor, employee or agent is a named adverse party.
- 5.5 No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 5.6 Interpretation.** Section titles in this Addendum are for convenience only, and shall not be used in interpreting this Addendum. Any ambiguity in this Addendum shall be resolved to permit the parties to comply with the requirements of HIPAA and the HITECH Act. In the event of conflict between the Billing Service Agreement and this Addendum, the provisions of this Addendum shall prevail. Any reference in this Addendum to a section in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C, or the HITECH Act means the section as in effect or as amended.

[Signature page follows]

The parties hereto have executed this Rider on the day and year first above written on the Billing Service Agreement.

(Covered Entity)

**DIGITECH COMPUTER, INC.**  
(Business Associate)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: MARK SCHIOWITZ

Title: \_\_\_\_\_

Title: PRESIDENT AND CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# CITY OF RAYTOWN

## Request for Board Action

**Date:** May 11, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Briana Burrichter, Director of Finance

**Resolution No.:** R-2975-17

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

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

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

**Action Requested:** Staff requests approval of Raymond James as the senior managing underwriter for the City's Bonds (refunding 2007 TIF Revenue Bonds) and Certificates of Participation (transportation projects), Series 2017.

**Analysis:** On April 19<sup>th</sup> in conjunction with our Financial Advisor, Columbia Capital, the City issued an RFP for senior managing underwriter for two upcoming financings. The Underwriter purchases the City's transactions for resell in the market, serving as the intermediary between the City and the ultimate investors. The underwriter does not have a fiduciary responsibility to the City. On the City's behalf, Columbia Capital extensively evaluated the six responses the City received by the May 2<sup>nd</sup>, 2017 deadline. Attached to the RBA is a memo from Columbia Capital outlining their evaluation process and recommendation to the City that it selects Raymond James to serve as underwriter on these transactions. Below are two charts summarizing the analysis.

*Qualitative Considerations.* With respect to the qualitative criteria, Columbia rated each respondent as follows:

Respondent	General Quality & Responsiveness	Missouri Presence	Comparable Analysis Support	Relevant Experience	Structure & Marketing
Raymond James	Very Strong	Moderate	Strong	Very Strong	Strong
Stifel	Very Strong	Very Strong	Weak	Very Strong	Moderate
Robert W. Baird	Strong	Strong	Moderate	Strong	Moderate
Hutchinson, Shockey, Erley	Strong	Moderate	Very Weak	Strong	Strong
PNC Capital	Strong	Moderate	Weak	Moderate	Strong



**A RESOLUTION AUTHORIZING AND APPROVING A LETTER OF AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND RAYMOND JAMES IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION BONDS**

**WHEREAS**, it is necessary to secure underwriting services in connection with the issuance of the bonds; and

**WHEREAS**, the City and Raymond James desire to enter into an agreement for underwriting services for the City in connection with the issuance of the bonds.

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

**THAT** a letter of agreement by and between the City of Raytown and Raymond James is hereby authorized and approved;

**FURTHER THAT** the City Administrator and/or his designee, are 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 16<sup>th</sup> day of May, 2017.

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

ATTEST:

Approved as to Form:

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

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

## MEMORANDUM

**TO:** Briana Burrichter, Finance Director, City of Raytown, MO

**FROM:** Khalen Dwyer, Vice President  
Jim Prichard, Vice President

**DATE:** May 4, 2017

**RE:** Underwriter Selection for the City's Refunding TIF Bonds and Certificates of Participation

### **INTRODUCTION**

The purpose of this memorandum is to recommend the selection of a senior managing underwriter for the City's anticipated Annual Appropriation-Supported Tax Increment and Sales Tax Refunding Revenue Bonds, Series 2017 (the "Bonds") and Improvement Certificates of Participation, Series 2017 (the "COPs"). For economic and logistical purposes, we have analyzed the responses with the intent to select a single underwriter to manage both transactions.

### **SUMMARY RECOMMENDATION**

For the reasons discussed herein, we recommend the City authorize staff to engage Raymond James as senior managing underwriter for the City's Bonds and COPs.

### **RFP RESPONDENTS**

Columbia Capital recently administered a Request For Proposals For Underwriting Services (the "RFP") in connection with the City's above-referenced transactions. Six firms submitted proposals to serve the City. These firms, listed alphabetically, are:

- Commerce Bank (Kansas City)
- Hutchinson, Shockey, Erley & Co. (Chicago)
- PNC Capital Markets, Inc. (Chicago)
- Raymond James & Associates, Inc. (Memphis)
- Robert W. Baird & Co. (St. Paul)
- Stifel, Nicolaus & Company (St. Louis)

Commerce Bank submitted proposals for each of the City's transactions that were uncompetitive in terms of interest rate and structure, and which were materially unresponsive to the requirements of the RFP. For this reason, we have removed Commerce Bank from consideration and omitted their response from the evaluation summary herein.

### **EVALUATION**

The overall quality of the RFP responses was very high. Columbia Capital evaluated each proposal using the following criteria:

- Quality and responsiveness of the proposal
- Experience with similar transactions in Missouri and nationally
- Recommendation and approach to structuring and marketing the transactions
- True Interest Cost (“TIC”) for the proposed financing, including proposed bond coupons, yields, underwriter’s compensation and estimated expenses

**Qualitative Considerations.** With respect to the qualitative criteria, Columbia rated each respondent as follows:

Respondent	General Quality & Responsiveness	Missouri Presence	Comparable Analysis Support	Relevant Experience	Structure & Marketing
Raymond James	<b>Very Strong</b>	<b>Moderate</b>	<b>Strong</b>	<b>Very Strong</b>	<b>Strong</b>
Stifel	<b>Very Strong</b>	<b>Very Strong</b>	<b>Weak</b>	<b>Very Strong</b>	<b>Moderate</b>
Robert W. Baird	<b>Strong</b>	<b>Strong</b>	<b>Moderate</b>	<b>Strong</b>	<b>Moderate</b>
Hutchinson, Shockey, Erley	<b>Strong</b>	<b>Moderate</b>	<b>Very Weak</b>	<b>Strong</b>	<b>Strong</b>
PNC Capital	<b>Strong</b>	<b>Moderate</b>	<b>Weak</b>	<b>Moderate</b>	<b>Strong</b>

**Quantitative Considerations.** To evaluate the quantitative aspects of the evaluation, Columbia Capital performed financing analyses using the submitted coupon rates, bond yields, fees and standardized expenses to calculate each proposal’s True Interest Cost (“TIC”) for both the Bonds and the COPs on a combined basis. Note, the top three firms submitted highly competitive bids clustered within four basis points (0.04%) of TIC.

Respondent	Underwriter’s Fee (Per \$1,000 in Bonds)	Total Discount (Incl. Expenses) (Per \$1,000 in Bonds)	<b>True Interest Cost</b>
Stifel	\$ 4.37	\$ 4.90	<b>2.80%</b>
Hutchinson, Shockey, Erley	3.53	3.68	<b>2.83%</b>
Raymond James	2.78	2.95	<b>2.84%</b>
Robert W. Baird	3.43	3.59	<b>2.94%</b>
PNC Capital	4.00	4.70	<b>2.98%</b>

***Final Rankings.*** Based on our qualitative and quantitative analysis, we have ranked the respondents as follows:

1. Raymond James
2. Stifel
3. Hutchinson, Shockey, Erley
4. Robert W. Baird
5. PNC Capital

Columbia Capital has extensive experience working with each of the three firms that submitted the lowest cost proposals in terms of interest cost: Stifel, Hutchinson, Shockey, Erley and Raymond James. Each of these firms has a strong banking team and is capable of successfully executing the City's transactions. Of these three, we believe Raymond James submitted the best overall proposal and made the strongest case (using recent market transactions) for its proposed pricing structure. Raymond James's interest rate structure also aligns closest with Columbia Capital's own research on current market conditions based on similar transactions that have been executed recently. Further, the firm's underwriting fees are the lowest among all of the respondents.

Stifel submitted the lowest cost proposal with respect to total interest cost. However, we believe Stifel provided inadequate supporting evidence (in terms of recent comparable market transactions) to support its quoted price levels. Due to this fact, and coupled with our independent research, we are unconvinced of the achievability of Stifel's interest rate proposal. Stifel also proposed the highest total underwriting fees. They were also the only firm to include a management/structuring fee, which in our opinion is not necessary and reduces the incentive for their sales force to sell the Bonds and COPs.

Hutchinson, Shockey, Erley's proposal included the second lowest average interest rate, but like Stifel, we feel the pricing proposal was unsubstantiated by the firm's comparable market analysis. Hutchinson, Shockey, Erley also quoted underwriting fees above Raymond James and the overall quality of their response was weaker.

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Please let us know if you have any questions concerning our analysis or recommendation.

May 8, 2017

City of Raytown, Missouri  
10,000 E 59<sup>th</sup> Street  
Raytown, MO 64133

Attn: Briana Burrichter, Director of Finance

Re: Disclosures by Senior Managing Underwriter  
Pursuant to MSRB Rule G-17  
Annual Appropriation-Supported Tax Increment & Sales Tax Refunding Revenue  
Bonds, Series 2017 & Improvement Certificates of Participation, Series 2017

Dear Ms. Burrichter:

We are writing to provide you, as Director of Finance of the City of Raytown, Missouri (Issuer), and an official of the Issuer with the authority to bind the Issuer by contract, with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)<sup>1</sup>.

The Issuer has engaged Raymond James & Associates, Inc. ("RJA"), to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our services as senior managing underwriter, RJA may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

I. Disclosures Concerning the Underwriters' Role:

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.

(ii) The primary role of the underwriters is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.

(iii) Unlike a municipal advisor, the underwriters do not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.

(iv) The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

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<sup>1</sup> Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012).

(v) The underwriters will review the official statement for the Bonds in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction<sup>2</sup>.

## II. Disclosures Concerning the Underwriters' Compensation:

The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

## III. Additional Conflicts and Business Relationships Disclosures:

RJA has identified the following additional potential or actual material conflicts or business relationships we wish to call to your attention:

In the ordinary course of its various business activities, RJA and its affiliates, officers, directors, and employees may purchase, sell or hold a broad array of investments and may actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of customers. Such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer (whether directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer. RJA and its affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

- Conflicts of Interest/Payments to or from Third Parties
  - In the ordinary course of its business, RJA and its affiliates have engaged, and may in the future engage, in transactions with, and perform services for, the Issuer and its affiliates for which they received or will receive customary fees and expenses.
  - We understand that the Issuer may use a portion of the proceeds from the issuance of the Bonds to refund certain of the Issuer's outstanding securities ("Refunded Bonds"). To the extent that RJA or an affiliate thereof owns Refunded Bonds, RJA or its affiliate, as the case may be, would receive a portion of the proceeds from the issuance of the Bonds.

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<sup>2</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

#### IV. Disclosures Concerning Structure of Municipal Securities Financing:

Since RJA has recommended to the Issuer a financing structure that may be considered a “complex municipal securities financing” for purposes of MSRB Rule G-17, attached is a description of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to the underwriter and reasonably foreseeable at this time.

In accordance with the requirements of MSRB Rule G-17, if RJA recommends a “complex municipal securities financing” to the Issuer that is not otherwise described herein, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to the underwriter and reasonably foreseeable at that time.

If you or any other Issuer official has any questions or concerns about these disclosures, then please make those questions or concerns known immediately to the undersigned. In addition, the Issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Under MSRB Rules, we are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds. We appreciate your business.

Sincerely,

RAYMOND JAMES & ASSOCIATES, INC.

By:   
Kevin Thompson, Managing Director

CC: Kutak Rock, Bond Counsel  
Columbia Capital Management, Financial Advisor

## **Fixed Rate Structure Disclosure**

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds. If you decide that you would like to pursue this financing alternative, we may provide you with additional information more specific to your particular issue.

### **Financial Characteristics**

#### *Maturity and Interest*

Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

#### *Redemption*

Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

### **Security**

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

#### *General Obligation Bonds*

"General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term "limited" tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

#### *Revenue Bonds*

"Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

The description above regarding “Security” is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

### **Financial Risk Considerations**

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

#### **Issuer Default Risk**

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

#### **Redemption Risk**

Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

#### **Refinancing Risk**

If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

#### **Reinvestment Risk**

You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

#### **Tax Compliance Risk**

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or

tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited. This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds



**RESPONSE TO REQUEST FOR PROPOSALS FOR BOND  
UNDERWRITING SERVICES**

**DUE DATE: MAY 2, 2017**

**RAYMOND JAMES®**

Kevin Thompson  
50 North Front Street, Suite 1600  
Memphis, Tennessee 38103  
(901) 579-4393  
[Kevin.Thompson@RaymondJames.com](mailto:Kevin.Thompson@RaymondJames.com)

# RAYMOND JAMES®

May 2, 2017

Jim Prichard  
Vice President  
Columbia Capital Management, LLC  
[jprichard@columbiacapital.com](mailto:jprichard@columbiacapital.com)  
913-312-8072

Khalen Dwyer  
Vice President  
Columbia Capital Management, LLC  
[kdwyer@columbiacapital.com](mailto:kdwyer@columbiacapital.com)  
913-312-8068

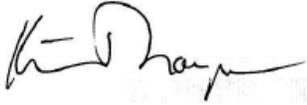
Mr. Prichard and Mr. Dwyer;

On behalf of Raymond James & Associates, Inc. (“Raymond James” or the “Firm”), we are pleased to submit our response to the City of Raytown, Missouri’s (the “City” or “Raytown”) Request for Proposals for Bond Underwriting Services. Raymond James is highly qualified and fully committed to providing excellent investment banking, underwriting, and bond distribution services to the City. The rationale for our appointment to serve as the City’s sole manager is summarized below and presented in more detail throughout our proposal.

- ✓ **Commitment to Public Finance:** Raymond James is committed to serving the municipal market. Consisting of 181 professionals in 27 locations nationwide, our Public Finance platform combines the expertise, distribution capabilities, and capital strength of a national firm with the local market knowledge and agility of a regional firm. Raymond James’ experience is proven through our Public Finance rankings. For 2016, the Firm ranked as the 7<sup>th</sup> leading senior manager of national municipal new issues, maintaining our status as a top 10 underwriter for over five years. As of 1Q 2017, Raymond James was ranked as the 10<sup>th</sup> leading underwriter of senior managed transactions.
- ✓ **Commitment to Missouri and the Midwest:** Raymond James has developed a strong presence in the Midwest region with over 2,500 employees in 517 branch locations throughout Illinois, Indiana, Michigan, Missouri, Ohio, and Wisconsin. Within Missouri, Raymond James employs 118 professionals, including 83 financial advisors in 26 office locations throughout the State. The Firm’s payroll in Missouri for 2016 exceeded \$10.6 million. Our 83 financial advisors in the State manage over 38,200 accounts with approximately \$6.1 billion in assets under management.
- ✓ **Extensive Distribution Capabilities:** Raymond James maintains a vast retail network, including more than 2,700 retail offices nationwide with over 7,100 financial advisors whose 2.9 million customer accounts have more than \$617 billion in assets under management. With 23 dedicated municipal salespeople focused on the largest institutional buyers (Tier 1) of municipal debt, our experienced salesforce ranks as one of the largest in the country. Additionally, we have 181 fixed income institutional generalists who cover tens of thousands of middle markets accounts (Tier 2 and 3). Raymond James’ unsurpassed coverage of these middle market institutional buyers, including regional insurance companies, smaller banks and money managers, allows us to sell municipal bonds to buyers who have limited access to large issues in the primary market. Mid-sized and smaller institutional investors are often not covered by the larger global banks, and they can be price drivers in today’s municipal securities market.
- ✓ **Financial Stability:** Raymond James currently has more than \$4.9 billion in equity capital including \$460 million in excess net capital. Unlike many firms that have suffered instability, Raymond James, because of our conservative nature, has continued to prosper in the current turbulent financial market. Our strong capital position gives us maximum flexibility to aggressively price and support the City’s bonds in difficult markets. This capital strength and commitment will help the City lower its cost of funds over the life of the planned transactions. By selecting Raymond James, Raytown will receive long-term support that it can count on.

Raymond James has all of the necessary resources, skills, and capabilities to successfully execute the City's financings. We very much look forward to working with you and your financial management team, and we thank you for the opportunity to provide our investment banking qualifications. If you have any questions about our proposal or credentials, please do not hesitate to contact Kevin Thompson, who will serve as your primary point of contact.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kevin Thompson". The signature is fluid and cursive, with a large initial "K" and "T".

Kevin Thompson  
Managing Director  
Raymond James & Associates, Inc.  
(901) 579-4393

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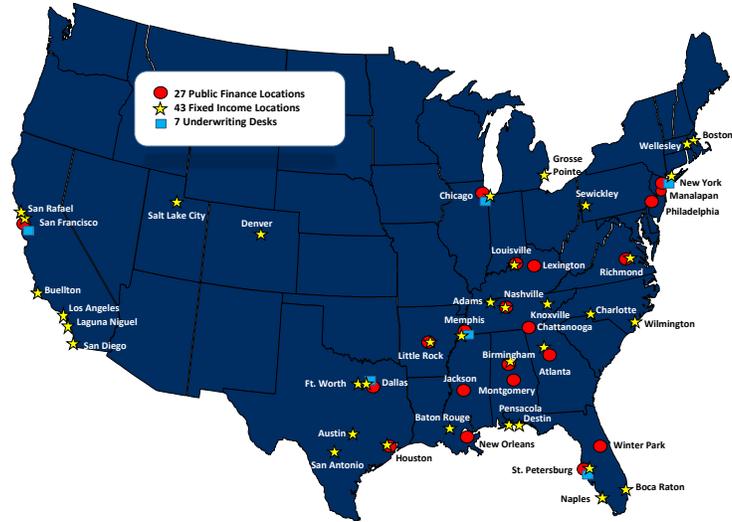
  

Appendix I: Resumes

Appendix II: Form I and Form II

**A. Firm and Team Information**

**Raymond James Public Finance.** Contrary to numerous firms retrenching their respective municipal bond efforts due to industry conditions, Raymond James is prudently and proactively growing its municipal bond department. Raymond James’ Public Finance department employs 181 experienced banking professionals and support staff in 27 offices, as well as 532 employees in sales, trading and support. Raymond James’ Public Finance Department is one of the nation’s largest public finance groups. The Firm’s Fixed Income team is currently staffed with professionals dedicated solely to municipal finance, encompassing the full spectrum of investment banking, trading, underwriting, institutional sales, and research for these product lines. The continued growth in this area of the Firm clearly demonstrates Raymond James’ commitment to Public Finance. Our corporate culture combined with our strong capital position gives us maximum flexibility to aggressively price bonds and support our clients in volatile markets.



**Top 10 Municipal Underwriter.** Raymond James has consistently been a top 10 underwriter of municipal new issues. In 2016, Raymond James ranked as the 7<sup>th</sup> leading senior managing underwriter in the nation with 802 transactions totaling over \$18.0 billion in par amount. With 802 transactions, Raymond James is one of the most active underwriters in the industry which provides us with real time knowledge of market rates and investor sentiment. As an underwriter, our market knowledge is unsurpassed in the industry. We understand daily investor sentiment and our experience of committing capital as an underwriter sheds a reasonable light on those sentiments. Our experience encompasses bonds and notes all across the yield curve, credit, and tax spectrum. Raymond James consistently remains a top 10 underwriter year-over-year as shown in the graphic below.

National Municipal New Issues Full Credit to Book Runner Year Ended 2014			
Rank	Underwriter	Par Amount (US\$ mil)	No. of Issues
1	Bank of America Merrill Lynch	43,969.6	377
2	J P Morgan Securities LLC	37,262.3	337
3	Citi	31,346.6	374
4	Morgan Stanley	27,814.0	294
5	Wells Fargo & Co	21,905.3	230
6	RBC Capital Markets	20,136.9	568
7	Barclays	13,927.3	96
<b>8</b>	<b>Raymond James</b>	<b>12,771.3</b>	<b>600</b>
9	Goldman Sachs & Co	11,060.0	72
10	Stifel Nicolaus & Co Inc	10,882.2	552
11	Piper Jaffray & Co	9,817.6	517
12	Robert W Baird & Co Inc	8,010.9	790
13	Siebert Brandford Shank & Co	5,109.5	39
14	Jefferies LLC	4,566.4	86
15	PNC Financial Services Group Inc	3,395.3	134

National Municipal New Issues Full Credit to Book Runner Year Ended 2015			
Rank	Underwriter	Par Amount (US\$ mil)	No. of Issues
1	Bank of America Merrill Lynch	49,651.5	468
2	Citi	42,944.5	484
3	J P Morgan Securities LLC	41,170.9	392
4	Morgan Stanley	31,646.1	430
5	Wells Fargo & Co	25,014.7	308
6	RBC Capital Markets	24,564.9	722
7	Stifel Nicolaus & Co Inc	17,528.3	889
<b>8</b>	<b>Raymond James</b>	<b>16,625.5</b>	<b>820</b>
9	Barclays	16,031.7	141
10	Piper Jaffray & Co	14,912.1	715
11	Goldman Sachs & Co	11,484.3	83
12	Robert W Baird & Co Inc	9,194.4	861
13	Siebert Brandford Shank & Co	5,864.1	49
14	Loop Capital Markets	5,591.6	49
15	Hutchinson Shockey Erley & Co	3,395.2	245

National Municipal New Issues Full Credit to Book Runner Year Ended 2016			
Rank	Underwriter	Par Amount (US\$ mil)	No. of Issues
1	Bank of America Merrill Lynch	65,567.6	518
2	Citi	47,707.0	529
3	J P Morgan Securities LLC	41,358.2	402
4	Morgan Stanley	33,690.6	388
5	Wells Fargo & Co	26,125.8	326
6	RBC Capital Markets	23,855.8	717
<b>7</b>	<b>Raymond James</b>	<b>18,017.2</b>	<b>802</b>
8	Stifel Nicolaus & Co Inc	17,916.6	918
9	Barclays	16,943.7	128
10	Piper Jaffray & Co	16,421.6	676
11	Goldman Sachs & Co	16,119.9	90
12	Robert W Baird & Co Inc	10,790.7	945
13	Ramirez & Co Inc	7,175.0	48
14	Jefferies LLC	6,309.8	76
15	PNC Financial Services Group Inc	5,354.9	162

As with any successful enterprise, commitment to the industry is a key ingredient. Unparalleled resources, superior performance, creativity, and in-depth relationships are the driving factors that ensure longevity and reputation in the municipal bond industry. Raymond James is committed to our public finance business as we continue to grow our market share through expanding our core footprint and through the strategic hiring of experienced bankers.

**Financing Team.** In order to best serve the City, our finance team consists of bankers, underwriters and professionals that have expertise in different aspects of debt financing serving clients throughout the

Midwest, including in Missouri. Raymond James employs a team approach in all facets of its investment banking and underwriting assignments. Under this approach, the Firm will utilize the skills and experience of its professional staff throughout the Raymond James operating network to provide a successful pricing for the City. The team will be led by **Kevin Thompson**. Mr. Thompson leads the Firm’s efforts covering Midwest issuers, and he provides the City with a lead banker that understands issues faced by credits similar to the City. For example, Raymond James is currently senior managing the Series B and C bonds from the City of Memphis, Tennessee’s \$157,660,000 (estimated) Series 2017A,B,C Refunding Bonds; the bonds are secured by TDZ revenues (a form of TIF) and are further secured by the City’s appropriation of non-property tax revenues. These bonds are tentitively set to price by the end of this month (May 2017), and Mr. Thompson is the lead banker for this transation. Mr. Thompson will give the team expertise in sector matters involving pricing and structuring as well as knowledge of Missouri investors and overall market sentiment. A listing of all deal team members is included below.

Raymond James	Title	Role	Location	Experience	Phone	Email
<b>Banking Team</b>						
Kevin Thompson	Managing Director	Lead Banker	Memphis	23 Years	901.579.4393	kevin.thompson@raymondjames.com
John Straton	Analyst	Quantitative Support	Memphis	3 Years	901.578.4753	john.straton
<b>Underwriting</b>						
Casy O'Brien	Managing Director	Head of Underwriting Desk	Chicago	24 Years	312.612.7655	casy.o'brien
Jock Wright	Managing Director	Tax-exempt Underwriting	New York	21 Years	212.909.4047	jock.wright
<b>Investments</b>						
David Sutton	Managing Director	Investment Specialist	Nashville	23 Years	615.665.6917	david.sutton

**John Straton** works closely with Mr. Thompson, and he provides the majority of the quantitative support and analysis for our Midwest banking practice. The banking group will be supported by a team of underwriters and specialists with a wide range of experience and expertise. **Casy O'Brien** is the head of our municipal underwriting desk, and he will manage the marketing and sale of the bond issue. **Jock Wright** will work closely with Mr. Thompson and Mr. O'Brien to coordinate sales and marketing efforts on behalf of the underwriting desk. **David Sutton** heads our firm’s Investment Strategies Group. Mr. Sutton has extensive experience with the procurement of investment vehicles for project, capitalized interest, debt service reserve and escrow funds. Resumes for Raymond James’ lead team members detailing their experience can be found in Appendix I.

**Value Added Resources.** Working with Columbia Capital, the Firm can provide enhanced resources such as our Credit Analysis Group to provide added value to the City.

- **Credit Analysis Group** – Raymond James has a dedicated municipal research and credit team that is consistently recognized as an industry leader and has significant experience presenting specialized credits to rating agencies, credit enhancement providers, and investors. Our team of credit analysts can provide the City with an extensive credit analysis and strategies for future rating agency meetings, if requested.

**B. Relevant Experience**

**TIF Financing Experience.** Raymond James has developed significant experience bringing TIF transactions to market. The table to the right details the TIF transactions Raymond James has underwritten since 2010, representing issuers from across the country and various tax bases. Since 2010, Raymond James has senior managed 23 TIF financings with a par amount of approximately \$458 million as can be seen in the table above.

	Raymond James TIF Experience Since 2010					
	Senior Manager		Co-Manager		Aggregate	
	Deals	Par Amount (\$)	Deals	Par Amount (\$)	Deals	Par Amount (\$)
2017 YTD	2	219,965,000	3	104,500,000	5	324,465,000
2016	1	32,255,000	9	381,745,000	10	414,000,000
2015	10	141,140,000	8	561,150,000	18	702,290,000
2014	1	21,000,000	-	-	1	21,000,000
2013	2	7,440,000	2	140,285,000	4	147,725,000
2012	4	25,280,000	-	-	4	25,280,000
2011	2	8,685,000	2	35,340,000	4	44,025,000
2010	1	2,245,000	1	2,125,000	2	4,370,000
<b>Total</b>	<b>23</b>	<b>458,010,000</b>	<b>25</b>	<b>1,225,145,000</b>	<b>48</b>	<b>1,683,155,000</b>

**COPs/Lease-Backed Financing Experience.** In addition to our TIF experience, Raymond James has cultivated the skills necessary to structure and execute the City’s COPs issue due to our continued presence in the market pricing COPs and similar lease-backed financings. As can be seen in the table below, Raymond James has senior managed 149 such transactions for approximately \$4.3 billion since 2010. Including co-managed mandates, the Firm has underwritten a total of 325 COPs/Lease-Backed transactions since 2010 for an aggregate par value exceeding \$16.1 billion.

	Raymond James COPs/Lease-Backed Experience Since 2010					
	Senior Manager		Co-Manager		Aggregate	
	Deals	Par Amount (\$)	Deals	Par Amount (\$)	Deals	Par Amount (\$)
2017 YTD	10	357,940,000	9	760,005,000	19	1,117,945,000
2016	30	1,056,835,000	44	2,691,059,000	74	3,747,894,000
2015	25	522,105,000	40	2,488,715,000	65	3,010,820,000
2014	28	655,005,000	22	1,343,780,000	50	1,998,785,000
2013	13	435,200,000	20	1,579,259,000	33	2,014,459,000
2012	20	222,370,000	12	1,047,090,000	32	1,269,460,000
2011	10	872,060,000	13	1,032,750,000	23	1,904,810,000
2010	13	204,500,000	16	836,714,000	29	1,041,214,000
<b>Total</b>	<b>149</b>	<b>4,326,015,000</b>	<b>176</b>	<b>11,779,372,000</b>	<b>325</b>	<b>16,105,387,000</b>

**Relevant Case Studies.** In addition to the 10,000 foot view these tables provide, we have included two case studies below that better describe our interaction with the issuers and our involvement in similar transactions. The case studies below demonstrate Raymond James’ relevant financing experience and our ability to provide superior banking services on transactions of all types and sizes.



**\$38,595,000**

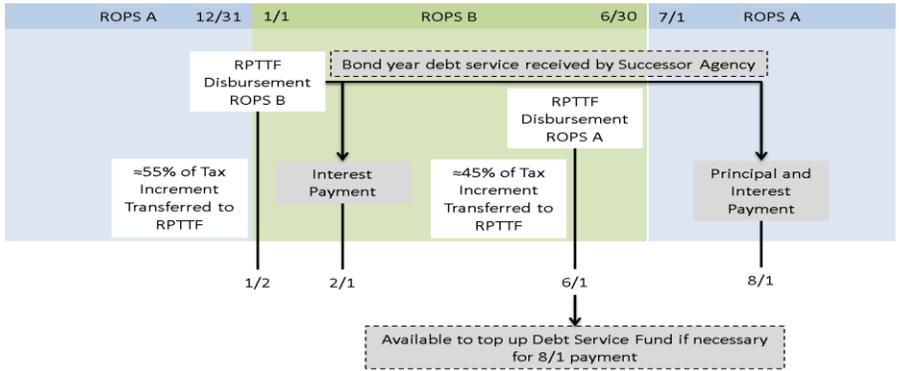
**Successor Agency to the Redevelopment Agency for the City of San Mateo  
Tax Allocation Refunding Bonds  
Series 2015A and Series 2015B**

In July of 2015, Raymond James served as sole manager for \$38,595,000 million of the Successor Agency to the Redevelopment Agency (“RDA”) of the City of San Mateo’s Tax Allocation Refunding Bonds, issued to refund the RDA’s Merged Area Tax Allocation Bonds, 2005 Series A and Merged Area Housing Set-Aside Tax Allocation Bonds, 2005 Series A (Taxable). We are the first to structure an RDA refinancing without a Debt Service Reserve Fund.

Our rationale was based on the fact that the County agreed to pre-fund each calendar year’s debt service from the January ROPS B distribution of tax increment revenues. This means that the Agency will effectively set aside a full year’s debt service each January, obviating the need for a fully funded DSRF which really provides very little practical credit enhancement given the static nature of the pledged Revenues (increment is a function of AV growth; Successor Agencies cannot raise rates or cut expenses to meet rate covenants). Additionally, the underlying taxing agencies agreed to subordinate their pass-through payments.

We were able to demonstrate that there is ample tax increment (“liquidity”) available from the ROPS B to fund the full year’s debt service for the 2015 Bonds as well as prior outstanding bonds (well above 4.0x coverage). The Agency further covenanted to seek a “top up” allocation from the ROPS A distribution in advance of the August 1 principal and interest payment, if necessary. A schematic of the flow of funds is shown on the following page.

Through our efforts, S&P concluded that eliminating the DSRF requirement would not adversely impact the credit quality of the tax allocation bonds, and assigned an A rating. While a handful of investors balked at the lack of a DSRF, the loan met with strong demand from a broad universe of investors (83 orders totaling \$87.9 million (from 28 distinct accounts) as demonstrated by the approximately 2.05x over subscription, achieving \$2.9 million in net present value savings for the underlying taxing agencies, or 6.98% of refunded par.



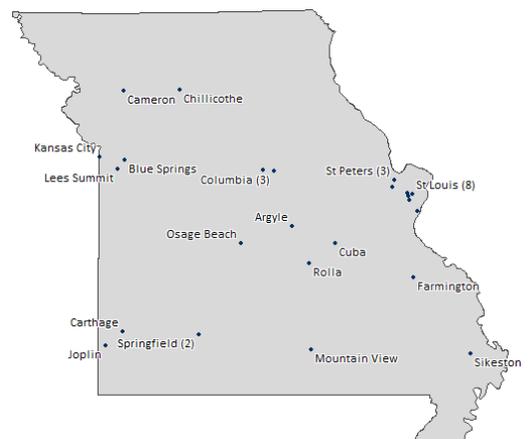
**\$21,000,000**  
**City of Atlanta**  
**Tax Allocation Bonds (Perry Bolton Project)**  
**Series 2014**

The City of Atlanta (the “City”) issued the Series 2014 Tax Allocation Bonds to finance projects within the Perry Bolton Tax Allocation District (“Perry Bolton TAD”). The Perry Bolton TAD, located in the northwest portion of the City, was created in December 2002 by the City of Atlanta, the Atlanta School Board and Fulton County Board of Commissioners to help spur redevelopment in the area. Projects financed with the bond issue include housing (both single and multi-family), parks, and retail development.

Raymond James served as lead manager on the Series 2014 bonds, with one other firm acting as co-manager. The bonds are structured based on existing property values and the resulting tax allocation increments generated within the Perry Bolton TAD, with a coverage factor of 1.3x. The structure assumed zero growth factor (no inflation) in increment collections. Raymond James was instrumental in creating the rating agency and investor presentations, successfully conveying the story of the Perry Bolton TAD. The bonds secured a rating of A- from S&P on the bonds.

At pricing, investor interest was strong with overall 2.9x over-subscription on 118 orders for \$60.8 million of par value. The strong demand allowed us to improve the pricing and yields on several maturities. At the end of the order period, Raymond James underwrote nearly \$4.8 million of the bonds in maturities that did not receive full orders. The transaction provided the City with over \$19 million in proceeds for redevelopment projects to benefit the Perry Bolton TAD. The bonds have a final maturity of 2041, average life of 10.4 years, and all-in TIC of 4.55%.

**Missouri Presence and Underwriting Experience.** As can be seen in the map to the right, Raymond James has a strong commitment to Missouri as we employ approximately 118 professionals in 26 offices throughout the State. One such office is located near Raytown in Kansas City. We employ 83 financial advisors in Missouri who manage more than 38,200 accounts with over \$6.1 billion in assets under management. Raymond James’ combined payroll in the State exceeded \$10.6 million in 2016. Raymond James transacts business all across Missouri, and we continue to grow our presence and business throughout the State.



Since 2014, Raymond James has senior managed 11 transactions for approximately \$204 million in par in Missouri as can be seen in the table below.

Raymond James Missouri Underwriting Experience Since 2014							
Sale Date	Par (\$ mils)	Issuer	Series	Issue Description	Bid	Taxable Code	RJ Role
2/28/2017	6.355	Central Co Fire Prot & Rescue Dt	Series 2017	General Obligation Bonds	Competitive	Tax-Exempt	Senior Manager
11/16/2016	51.489	Missouri Housing Dev Commission	2016 Series D	Single Family Mortgage Rev Bonds	Negotiated	Tax-Exempt	Co-Manager
11/1/2016	114.000	Clay Co (No Kansas City) SD #74	Series 2016 B	GO Improvement Bonds	Competitive	Tax-Exempt	Senior Manager
10/12/2016	6.000	Lake St Louis Fire Protection Dt	Series 2016	General Obligation Bonds	Competitive	Tax-Exempt	Senior Manager
7/13/2016	42.990	St Louis Municipal Finance Corp	Series 2016	Rec Sales Tx Leasehold Ref Bonds	Negotiated	Tax-Exempt	Co-Manager
7/7/2016	72.400	Boone Co-Missouri	Series 2016	Hospital Refunding Revenue Bonds	Negotiated	Tax-Exempt	Co-Manager
3/10/2016	5.475	O Fallon City-Missouri	Series 2016	Improvement & Refunding Bonds	Competitive	Tax-Exempt	Co-Manager
2/26/2016	8.920	Southeast Missouri State Univ	Series 2016 B	System Facilities Revenue Bonds	Negotiated	Taxable	Senior Manager
2/26/2016	21.710	Southeast Missouri State Univ	Series 2016 A	System Facilities Revenue Bonds	Negotiated	Tax-Exempt	Senior Manager
11/16/2015	7.080	Columbia City-Missouri	Series 2015	Special Obligation Ref Bonds	Competitive	Tax-Exempt	Senior Manager
8/17/2015	12.985	Liberty City-Missouri		General Obligation Bonds	Competitive	Tax-Exempt	Co-Manager
7/1/2015	26.375	Monarch-Chesterfield Levee Dt	Series 2015	Refunding Bonds	Negotiated	Tax-Exempt	Senior Manager
5/21/2015	4.000	Jackson Co (Grandview) CSD #4	Series 2015 B	General Obligation Bonds	Competitive	Tax-Exempt	Senior Manager
5/12/2015	2.025	St Louis Co-Missouri	Series 2015 C	Special Obligation Bonds	Competitive	Taxable	Senior Manager
9/9/2014	5.000	Creve Coeur Fire Dt	Series 2014	General Obligation Bonds	Competitive	Tax-Exempt	Senior Manager
2/25/2014	2.880	Maplewood City-Missouri	Series 2014	GO Refunding Bonds	Competitive	Tax-Exempt	Senior Manager

The lead banker for the City, Kevin Thompson, has served as lead banker on several recent Missouri transactions shown in the table above for Southeast Missouri State University located in Cape Girardeau and the Monarch-Chesterfield Levee District. Case studies for these transactions can be found below.



**\$30,630,000**  
**Southeast Missouri State University**  
**System Facilities Revenue Bonds**  
**Series 2016A & B**

Raymond James served as Sole Manager on Southeast Missouri State University’s (“Southeast” or “the University”) System Facilities Revenue Bonds, Series 2016A (Tax-Exempt) and 2016B (Taxable) which priced on February 25, 2016. Raymond James responded to the University’s RFP in late 2015 and was selected based on our understanding of the University’s financing needs and the attractiveness of our sales platform.

The Series 2016A bonds currently refunded the University’s Series 2011A System Facilities Revenue Refunding bonds while the Series 2016B bonds financed the costs of building four Greek life facilities, the first of their kind on Southeast’s campus. From the beginning of the financing process, the University stressed its need to price the bonds in late February for a close on March 16, 2016. The Raymond James team worked diligently in collaboration with the University’s officials and its financial advisor to keep the transaction calendar in line with the University’s wishes. On a weekly basis leading up to pricing, Raymond James presented various structuring methods to manage the University’s expectations for savings on the Series 2016A bonds and project fund proceeds and overall debt service on the Series 2016B bonds as lease payments from the fraternities would be used to pay debt service on this Series. The team analyzed the benefit of insurance on both a maturity-by-maturity and aggregate basis for both Series of bonds, and the Firm solicited insurance quotes from Build America Mutual (“BAM”) and Assured Guaranty. The final structure for the Series 2016A bonds produced up-front savings that gave the University near-term flexibility and level debt service for the Series 2016B bonds with a smaller payment in the first year of amortization. Both Series had an underlying rating of A by S&P while the Series 2016B debt achieved an insured AA rating by S&P.

Leading up to pricing, Raymond James and the underwriters monitored volatile market conditions as U.S. equities stabilized and Chinese stocks sunk to monthly lows. Moody’s also downgraded several Illinois public universities during the week, sparking unease in the higher education market. Raymond James kept the University up-to-date with current market conditions and the changes to savings levels of the Series 2016A bonds and the debt service on the Series 2016B bonds. Based on premarketing activities of the underwriting desk, the decision on pricing day was to insure the entirety of the Series 2016B with the competitive quote

from BAM. The Series 2016A bonds were offered with a 9 year optional par call provision while the Series 2016B debt had a standard 10 year par call. The scales for both issues were designed with both institutional and retail specific coupon structures in order to attract a diverse group of investors with the goal to lower the borrowing cost to the University. During the order period, the Series 2016A bonds saw oversubscriptions in the longer maturities and approximately \$1.05 million in retail orders while the Series 2016B bonds saw good interest coming in for the longer maturities. With the levels of orders made, the underwriting desk was afforded the ability to tighten spreads on the long end for the Series 2016A bonds, and slight cuts were made in the earlier maturities with a net positive effect to the University's present value savings figure. Several of the early maturities from the Series 2016B bonds were repriced at slight discounts, and Raymond James stepped up to underwrite a small amount of unsold balances. At the end of the day, Raymond James' sales efforts resulted in a pricing which nearly mirrored and in some maturities was better than the proposed pricing set forth in the RFP response three months earlier.

The University was very pleased with Raymond James' efforts on pricing day, especially as the Series 2016A bonds priced favorably compared to several similar transactions: the City of St. Louis's \$16,795,000 Series 2016 General Obligation Refunding bonds which had a one notch higher rating of A+, and Truman State University's \$20,105,000 Series 2016 Housing bonds which had a higher rating of A1 (Moody's). The University was able to achieve its savings and expected debt service thresholds, and University officials appreciated the transaction team's commitment to the University and the execution of the financing.

### **\$26,375,000**

#### **Monarch-Chesterfield Levee District, Missouri Levee District Refunding Bonds Series 2015**

Raymond James served as the sole manager for the Monarch-Chesterfield Levee District's \$26,375,000 Series 2015 Levee District Refunding Bonds. The bonds were issued to advance refund all of the outstanding maturities from three Series of bonds: \$6,925,000 of the District's 2006A Bonds, \$3,405,000 of the District's Series 2009 Bonds and \$17,345,000 of the District's Series 2010 Bonds. The District needed to refinance its current debt to meet certain maximum annual debt service limits based on projected annual assessment collections.

Raymond James was selected through an RFP process that occurred in May 2015. The District had a large debt service spike in the final year of amortization on its old debt that needed to be normalized, and the finance team worked closely with the District's management team, its financial advisor, and Bond Counsel to structure the new debt around the District's anticipated assessment collections while generating as much savings as possible in the current market. The deal was also structured in line with the State of Missouri's statutory refunding constraints, which limited the deal to a not-to-exceed refunding par size and True Interest Cost. Raymond James monitored the effects that the role of insurance, different reserve fund sizes and presence of additional rating agencies could have on the transaction. After discussions with the transaction team and the selected rating agencies, the decision was made to fund a new reserve fund at the 3 pronged test. The Bonds received ratings of A-/A from S&P and Fitch, respectively, and had a 10 year par call.

The Bonds priced on time on June 30<sup>th</sup>, and the finance team and desk coordinated their efforts well to meet the client's expectations. The spreads as originally listed in the RFP were maintained throughout the process. During pricing, Raymond James generated over \$26 million in orders, allowing us to reprice several maturities. At the end of the order period, Raymond James committed its capital to underwrite the \$8.3 million in unsold balances. Raymond James' pre-marketing work and broad distribution network contributed to a successful pricing for the District.

## C. Marketing Considerations

**Investor Outreach.** The first step in our marketing and sales plan is identifying the potential investor base to determine which past investors maintain an appetite for the City’s debt and which new firms can be brought to the table. When searching for prospective investors, it is helpful to know who the current major holders of the City’s debt are. According to information available on EMAXX, the current holders of the City’s Series 2007 bonds are shown in the table to the right. These investors have shown an appetite for the City’s debt before and can be good candidates for participation in the upcoming transaction.

Managing Firm	Par Held (\$)
Invesco Advisers	3,325,000
OppenheimerFunds	3,080,000
Western Asset Management Co	5,112,000
Nuveen Asset Management	1,000,000
PIMCO	678,000
General Re-New England Asset Management	678,000

*\*From EMAXX 4/28/2017*

**Marketing Strategy for Raytown.** With the appropriation backing of the City for the Series 2017 Bonds and the A+ rating from S&P, we would expect the Bonds to receive interest primarily from middle market and smaller investors such as money managers and professional/mom-and-pop retail accounts as opposed to the larger funds and insurance companies. Bank trust departments and insurance companies typically look to higher rated credits, but the size of the Bonds and use of insurance could entice large investors who need to fill a specific need in their portfolios. The TIF structure of the Bonds could be attractive to large investors if the TIF produced a significant amount of revenues compared to debt service, but we believe that the majority of investors will look at the appropriation backstop of the City in determining their interest. In terms of structure, we anticipate money managers and other professional retail managers would be most active in the first 10 years while retail accounts and others looking for 4% coupons or par type maturities could find value in the last 10 years. We would expect the Bonds and the COPs to have a similar buyer base.

With this investor scope in mind, Raymond James’ marketing strategy can be developed to maximize Missouri retail demand, target Raymond James’ smaller and mid-sized institutional investors, and incorporate traditional national institutional buyers in order to spread the City’s bonds to a wide and diverse group of buyers. Our marketing strategy typically begins with retail investors and middle market clients as they can be used to build an order book that is not dependent on a limited amount of large institutional investors. We believe that we can drive a successful pricing by developing a large, diverse investor base before calling on the larger investors. By building the order book from the

Structuring	<ul style="list-style-type: none"> <li>Develop a structure that considers market conditions and investor sentiment</li> </ul>
POS	<ul style="list-style-type: none"> <li>Create and disseminate a complete and concise document in printed and electronic form at least one week, possibly two weeks before offering</li> </ul>
Selling Group	<ul style="list-style-type: none"> <li>Maximize in-state retail distribution by working with key broker/dealers in the Missouri community</li> </ul>
Build Awareness	<ul style="list-style-type: none"> <li>Distribute general marketing materials two weeks prior to offering</li> </ul>
Additional Marketing	<ul style="list-style-type: none"> <li>Public announcement of the transaction on the City’s website</li> <li>Post the offering on Raymond James’ internet client access system</li> </ul>
Email Campaign	<ul style="list-style-type: none"> <li>Reach out to targeted investors through direct email advertising the upcoming bond issue, subject to City approval</li> </ul>
Conference Call	<ul style="list-style-type: none"> <li>Educate institutional investors one week prior to bond sale</li> </ul>
Pricing	<ul style="list-style-type: none"> <li>Develop consensus thoughts among the entire underwriting team</li> </ul>
Timing	<ul style="list-style-type: none"> <li>Monitor market conditions and competing transactions</li> </ul>
Order Flow	<ul style="list-style-type: none"> <li>Track and make the necessary adjustments during the underwriting</li> <li>Analyze after pricing for potential structural, marketing, and/or pricing changes</li> </ul>

“bottom up”, we believe this general strategy can serve to lower the City’s overall effective yield. To meet these goals, our marketing strategy would include the elements in the chart above. The key to the marketing strategy involves educating and communicating through the use of broker meetings, investor conference calls, newspaper announcements and the early release of the POS, among other techniques. Investor education has become increasingly important in the current market and should be an essential element of the marketing process. With less reliance on rating agency reports, it is essential that the financing team effectively communicates to all classes of investors the credit quality of the City.

**Why Our Platform Adds Value** – Our distribution model is different. Many firms focus on the large institutional investors that buy large blocks of bonds and assist the senior manager in easily completing a transaction. The Raymond James platform does not look to these investors first. Instead, our sales process builds on demand from the smaller and middle market investors who rarely see large, highly-rated transactions in the primary market. By broadening investor demand and developing pricing momentum, this strategy allows the City to capture full value for its bonds and widely market its bonds to investors in order to reduce capital costs.

Additionally, a meaningful middle market order book may arouse demand from the larger institutions in the recognition that an active secondary market exists for the bonds. An active secondary market entices the larger investors to accept more aggressive pricing levels as the bonds now carry stronger liquidity value.

**Retail Marketing** – Raymond James can begin the marketing strategy targeting retail if this is a priority for the City. If retail is active, maximizing retail demand can produce the foundation for a successful pricing. Strong retail interest fosters competition for bonds among institutional and retail segments, thus requiring institutions to accept more aggressive pricing levels. Retail support establishes liquidity value and momentum to the transaction, which means institutional investors know that they will have an active bid side from retail firms and investors if they seek to liquidate their positions. Raymond James’ team brings significant experience marketing and selling transactions to retail investors for clients similar to the City. In today’s economic climate, it is important to distinguish an issuer’s credit from competing credits and transactions and to proactively market a transaction to investors. It is also important to give retail advisors time to communicate with their clients about the issues. We would recommend the City consider several marketing strategies prior to pricing to increase awareness with Missouri residents and additional retail participants if a retail approach makes sense, including:

1. Establish a retail order period
2. Conduct a retail network teach-in with brokers, if necessary
3. Advertise the transaction through local and state newspaper advertisement/articles, if necessary
4. Utilize internet advertisements, if necessary

Internet and print advertisements would necessitate a fee separate from that proposed in the response, and these costs can be negotiated with the City should it wish to utilize these strategies.

**Institutional Marketing** – Raymond James can build a marketing strategy for the City’s financing based on the current profile of active municipal market investors and their expected interest in this issue. We would closely assess investor interest and potential participation over the course of the financing process to be certain we are developing and implementing a marketing plan that maximizes our opportunity to produce the optimal pricing structure for the City. As part of our marketing strategy for an issuance by the City, we would recommend the following actions that could help grow Raytown’s perception with institutional investors:

1. Releasing offering documents and marketing materials early to give adequate time for investor analysis
2. Availability by the City for targeted investor conversations with key accounts, if necessary
3. Responding to investors’ questions and preferences during pricing, if necessary

**Marketing Strategy Summary** – In marketing the City’s bond issue, we would attempt to provide access to the City’s bonds to as many accounts as possible while placing bonds in the hands of “going away” accounts, or accounts that are intending to buy and hold the bonds rather than “flip” them to another investor at an immediate profit. Typically, these investors buy bonds in the secondary market after they have been marked up by other market participants. By placing bonds directly with these accounts, the underwriting team may be able to generate more aggressive pricing for the City’s benefit. Finally, we want to create as much competition for bonds as possible from all types of institutional accounts. More demand and broader investor distribution can result in lower yields for the City. In order to utilize this marketing strategy, Raytown will need to engage a firm, such as Raymond James, that maintains an extensive distribution network covering large, mid-sized, and small institutional accounts as well as a vast retail network that has a large presence in Missouri.

**D. Underwriting Team**

**Underwriting Team.** If selected to serve as the City’s underwriter, we would propose to sole manage both transactions. Our pricing quotations assume Raymond James serves in this capacity.

**E. Optional Redemption**

**Optional Par Call Provision.** We note that the City wishes to issue the Series 2017 Bonds with an 8 year optional par call provision. If the City were interested in such a call structure, Raymond James and the professionals assisting the City have experience bringing shorter call structures to market. In the current market, we do not expect the 8 year call option to have any yield penalty compared to a similar issue with the standard 10 year optional par call. Whether these conditions will hold to the City’s pricing date is uncertain. In addition to the Southeast Missouri State University transaction listed previously, lead banker Kevin Thompson recently senior managed the State of Ohio’s Series 2015B Capital Facilities Lease Appropriation Bonds (tax-exempt) which were structured with a 7 year par call option. A case study for this transaction is provided below. Raymond James would be happy to evaluate the merits of different call options throughout the financing process with the City and Columbia Capital.



**\$70,000,000**  
**State of Ohio (Treasurer of State)**  
**Capital Facilities Lease-Appropriation Bonds**  
**Adult Correctional Building Fund Projects**  
**Series 2015B**

Raymond James served as senior manager on the \$70,000,000 State of Ohio (Treasurer of State) Capital Facilities Lease-Appropriation Series 2015B Bonds, marking the second time Raymond James senior managed a transaction for the State since 2014. The Bonds were issued to fund capital improvements for the various underlying facilities.

Raymond James worked alongside the State and its financial advisor throughout the transaction, closely monitoring the State’s debt as well as the market. The Bonds are secured by State appropriation and received ratings of Aa2/AA/AA by Moody’s, S&P and Fitch with stable outlooks, which is one notch off the State’s general obligation credit ratings. Prior to releasing the POS, the State communicated its desire for a shorter call option in a similar manner to the State’s Series 2014A Bonds that Raymond James senior managed a year prior. Raymond James reached out to our sales force and accounts to gauge the markets’ acceptance of this unique structure. In working with the financial advisor, we provided analysis of various call options based on feedback from our underwriting desk. Even with the limited number of transactions pricing with shorter calls in the market at the time, Raymond James released the POS with a 7 year par call and went to market with a pricing strategy for such an aggressive call feature. Raymond James is the only firm to execute a shorter call structure at levels acceptable to the State on two separate occasions.

The Bonds were priced in early November, 2015. Raymond James remained in communication with the underwriting syndicate as well as the working group to ensure the pricing process went smoothly. During pricing, Raymond James generated over \$372 million in orders from 45 different institutional accounts. Due to the oversubscriptions, Raymond James was able to lower yields in most of the maturities which resulted in a borrowing cost reduction of approximately 3 basis points. Raymond James’ extensive premarketing of a unique structure and broad distribution network led to a successful pricing for the State.

**F. Debt Service Reserve Fund**

**Debt Service Reserve Fund.** From a structural standpoint, there are two considerations the City should discuss in determining whether or not to fund a DSRF. The City would not need a DSRF if it can demonstrate that it has the ability to appropriate revenues in the same fiscal years where TIF revenues may not be able to pay for debt service. The City will need to budget this amount annually as opposed to making up for a draw on the DSRF in the following fiscal year. If this is not the case, and the City instead wished to appropriate funds on an as-needed basis, there could be a timing mismatch for when the funds get paid out. In this situation, the City would need to fund a DSRF. These considerations will need to be addressed in detail with the City and Columbia Capital as well as the associated counsels.

The City could explore purchasing a surety policy in lieu of funding a DSRF. As insurance appears to provide a benefit to both the Bonds and Certificates (explained below), the surety can provide a similar level of security to bondholders as a DSRF at a modest cost. Raymond James is happy to consult with the City and Columbia Capital in determining the best ways to structure the Bonds and Certificates.

**G. Credit Enhancement**

**Bond Insurance.** Based on conversations with members of our underwriting desk as well as the expected rating of the transaction, we would expect insurance to provide value to the City for both the Bonds and the COPs. For the Bonds, we would expect insurance to provide a yield benefit of approximately 5 basis points before 2025 and around 10 basis points thereafter. For the COPs, this benefit is expected to be approximately 5 basis points until 2022, 7 basis points in 2023, and around 10 basis points in 2024. The decision to insure/not insure the transaction could change throughout the financing process based on market movement and if the credit rating of the City changes. In conjunction with Columbia Capital, we can monitor the impact of insurance to the Bonds and COPs throughout the pricing process, if requested, and we can take the lead in approaching the providers.

**H. Underwriter’s Counsel**

**Underwriter’s Counsel.** Raymond James would not require Underwriter’s Counsel on the transaction should Kutak Rock LLP, as bond/disclosure council, provide a clean 10b-5 opinion.

**I. Comparable Transactions**

**Comparable Transactions.** Please refer to the table on the following page for three comparable transactions that have priced recently in the State.

Sale Date: 3/8/2017  
 Category: Appropriation  
 Issuer: City of Kansas City, Missouri  
 Series: Special Obligation Bonds, Series 2017B  
 Par: 19,185,000  
 Rating: A1/AA- (Moody's/S&P)  
 Sale Type: Negotiated  
 Insured: No  
 Call Feature: Non-callable

Maturity	Par	Coupon	MMD	Spread	Yield
10/01/2017	2,105,000	5.000	0.770	0.130	0.900
10/01/2018	2,225,000	5.000	0.890	0.480	1.370
10/01/2019	2,345,000	5.000	1.110	0.440	1.550
10/01/2020	1,935,000	5.000	1.300	0.460	1.760
10/01/2021	1,565,000	5.000	1.490	0.510	2.000
10/01/2022	1,645,000	5.000	1.710	0.570	2.280
10/01/2023	510,000	3.000	1.940	0.570	2.510
10/01/2024	525,000	4.000	2.150	0.590	2.740
10/01/2025	550,000	4.000	2.300	0.630	2.930
10/01/2026	575,000	5.000	2.410	0.670	3.080
10/01/2027	600,000	5.000	2.500	0.690	3.190
10/01/2028	630,000	4.000	2.580	0.740	3.320
10/01/2029	655,000	4.000	2.670	0.810	3.480
10/01/2030	685,000	4.000	2.730	0.840	3.570
10/01/2031	710,000	3.500	2.800	0.920	3.720
10/01/2032	355,000	3.625	2.880	0.950	3.830
10/01/2033	370,000	3.750	2.950	0.990	3.940
10/01/2034	385,000	3.875	3.010	0.970	3.980
10/01/2036	815,000	3.875	3.100	0.900	4.000

Sale Date: 1/19/2017  
 Category: COPs  
 Issuer: Scenic Regional Library District  
 Series: Certificates of Participation, Series 2017  
 Par: 18,210,000  
 Rating: A (S&P)  
 Sale Type: Negotiated  
 Insured: No  
 Call Feature: 4/1/2025

Maturity	Par	Coupon	MMD	Spread	Yield
04/01/2018	240,000	2.000	0.890	0.470	1.360
04/01/2019	360,000	2.000	1.060	0.580	1.640
04/01/2020	370,000	3.000	1.260	0.640	1.900
04/01/2021	380,000	3.000	1.410	0.700	2.110
04/01/2022	390,000	3.000	1.600	0.730	2.330
04/01/2023	405,000	4.000	1.770	0.740	2.510
04/01/2024	420,000	4.000	1.930	0.750	2.680
04/01/2025	435,000	4.000	2.050	0.760	2.810
04/01/2026	455,000	4.000	2.170	0.810	2.980
04/01/2027	470,000	3.000	2.260	0.890	3.150
04/01/2028	485,000	4.000	2.340	0.920	3.260
04/01/2029	505,000	4.000	2.420	0.980	3.400
04/01/2030	525,000	4.000	2.510	0.960	3.470
04/01/2031	545,000	3.250	2.590	1.010	3.600
04/01/2032	565,000	4.000	2.650	0.940	3.590
04/01/2033	585,000	4.000	2.710	0.940	3.650
04/01/2034	610,000	4.000	2.770	0.940	3.710
04/01/2035	635,000	3.625	2.820	1.010	3.830
04/01/2036	655,000	3.750	2.860	1.010	3.870
04/01/2037	680,000	3.750	2.890	1.010	3.900
04/01/2038					
04/01/2039					
04/01/2040					
04/01/2041					
04/01/2042	3,835,000	4.000	2.960	1.040	4.000
04/01/2043					
04/01/2044					
04/01/2045					
04/01/2046					
04/01/2047	4,660,000	4.000	3.010	1.030	4.040

Sale Date: 1/17/2017  
 Category: COPs  
 Issuer: City of St. Charles, MO  
 Series: Certificates of Participation, Series 2017  
 Par: 43,615,000  
 Rating: Aa3 (Moody's)  
 Sale Type: Negotiated  
 Insured: No  
 Call Feature: 4/1/2026

Maturity	Par	Coupon	MMD	Spread	Yield
04/01/2018	2,055,000	2.000	0.880	0.180	1.060
04/01/2019	2,230,000	3.000	1.030	0.310	1.340
04/01/2020	2,305,000	4.000	1.230	0.350	1.580
04/01/2021	2,400,000	4.000	1.380	0.390	1.770
04/01/2022	2,495,000	4.000	1.550	0.420	1.970
04/01/2023	2,605,000	5.000	1.690	0.460	2.150
04/01/2024	2,735,000	5.000	1.830	0.510	2.340
04/01/2025	2,875,000	5.000	1.940	0.540	2.480
04/01/2026	3,020,000	5.000	2.060	0.580	2.640
04/01/2027	3,165,000	4.000	2.140	0.710	2.850
04/01/2028	3,295,000	4.000	2.220	0.750	2.970
04/01/2029	3,425,000	4.000	2.300	0.790	3.090
04/01/2030	3,555,000	3.125	2.380	0.940	3.320
04/01/2031	3,670,000	3.125	2.460	0.890	3.350
04/01/2032	3,785,000	3.250	2.520	0.900	3.420

## J. Pricing Quotations

**Pricing.** Please refer to Appendix II for completed copies of Form I and Form II, including estimated expenses, assuming an A+ rating from S&P for both transactions, Raymond James serves as sole manager for both Series, and both Series are uninsured; the expected insurance benefits are detailed in our response to Question G. We reserve the right to modify takedowns by maturity for both transactions as long as the total takedown does not increase over that specified assuming Raymond James sole manages both issues. Our proposed scales are structured to target a diverse group of investors in order to provide the lowest possible debt service and borrowing cost. Retail and middle market investors prefer bonds priced closer to par and are price sensitive to large premiums. This type structure can help lower the borrowing cost and overall debt service as issuing par or “near par” callable bonds can eliminate some of the additional costs associated with pricing premium callable bonds to the call date. It is important for the City to realize that our proposed couponing structure is flexible. Market conditions at the time of pricing may dictate a pricing strategy that is more or less heavily weighted toward retail or institutional investors.

## DISCLAIMER

The information contained herein is solely intended to facilitate discussion of potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement. While we believe that the outlined financial structure or marketing strategy is the best approach under the current market conditions, the market conditions at the time any proposed transaction is structured or sold may be different, which may require a different approach.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive. Raymond James shall have no liability, contingent or otherwise, to the recipient hereof or to any third party, or any responsibility whatsoever, for the accuracy, correctness, timeliness, reliability or completeness of the data or formulae provided herein or for the performance of or any other aspect of the materials, structures and strategies presented herein. Raymond James is neither acting as your financial advisor nor Municipal Advisor (as defined in Section 15B of the Exchange Act of 1934, as amended), and expressly disclaims any fiduciary duty to you in connection with the subject matter of this Proposal.

Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 requires that we make the following disclosure to you at the earliest stages of our relationship, as underwriter, with respect to an issue of municipal securities: the underwriter’s primary role is to purchase securities with a view to distribution in an arm’s-length commercial transaction with the issuer and it has financial and other interests that differ from those of the issuer. Raymond James does not provide accounting, tax or legal advice; however, you should be aware that any proposed transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and/or legal counsel.

Raymond James and affiliates, and officers, directors and employees thereof, including individuals who may be involved in the preparation or presentation of this material, may from time to time have positions in, and buy or sell, the securities, derivatives (including options) or other financial products of entities mentioned herein. In addition, Raymond James or affiliates thereof may have served as an underwriter or placement agent with respect to a public or private offering of securities by one or more of the entities referenced herein.

This Proposal is not a binding commitment, obligation, or undertaking of Raymond James. No obligation or liability with respect to any issuance or purchase of any Bonds or other securities described herein shall exist, nor shall any representations be deemed made, nor any reliance on any communications regarding the subject matter hereof be reasonable or justified unless and until (1) all necessary Raymond James, rating agency or other third party approvals, as applicable, shall have been obtained, including, without limitation, any required Raymond James senior management and credit committee approvals, (2) all of the terms and conditions of the documents pertaining to the subject transaction are agreed to by the parties thereto as evidenced by the execution and delivery of all such documents by all such parties, and (3) all conditions hereafter established by Raymond James for closing of the transaction have been satisfied in our sole discretion. Until execution and delivery of all such definitive agreements, all parties shall have the absolute right to amend this Proposal and/or terminate all negotiations for any reason without liability therefor.

## APPENDIX I



Resumes

**Banking Team**

**KEVIN THOMPSON**  
 Managing Director  
 Public Finance

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**RAYMOND JAMES®**

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	kevin.thompson@raymondjames.com
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**Kevin Thompson, CFA, Managing Director** – Mr. Thompson is a Managing Director in the Public Finance area of Raymond James’ Fixed Income Group. Mr. Thompson specializes in serving large issuers, particularly in the Midwest, including such clients as the Louisville Water Company, City of Lexington (KY), State of Illinois, City of Chicago, Chicago Public Schools, Bi-State Metropolitan Development Agency, City of St. Louis, Metropolitan Nashville, State of Indiana, City of Indianapolis and Indianapolis Capital Improvement

Board. His convention and hotel/motel experience includes serving as financial advisor or underwriter for the Louisville Convention Center, Indianapolis Convention Center, FedEx Forum in Memphis, City of Chattanooga Convention Center, and both the Nissan Stadium and Bridgestone Arena in Nashville. Prior to joining Raymond James in August of 2007, he served as a Senior Managing Consultant at Public Financial Management where he worked with a number of municipal and governmental entities. He has created financial planning models for Shelby County (Memphis, Tennessee), the Louisville Water Company, the Oklahoma Water Utilities Trust, and the Northwest Arkansas Regional Airport Authority. He was instrumental in re-establishing the AA/AA+ credit quality of Shelby County, Tennessee, a billion-plus issuer, and in creating a self-enhanced commercial paper program and plain English offering documents for Metropolitan Nashville. Mr. Thompson also advised the Louisville Metro Government on its first ever bond rating as a combined government, including upgrades from Fitch Ratings and Standard and Poor’s.

Prior to joining PFM, he was part of Ernst & Young’s Structured Finance Group. Mr. Thompson has over 10 years of experience advising clients on the structure of asset-backed transactions, preparation of new credits for the capital markets, off-balance sheet financing analysis, operational procedures surrounding issuance and administration of securities, and valuation of subordinated bonds and retained interests. He has experience with pools of mortgage and asset-backed loans, including senior/subordinated structures. Mr. Thompson has a Bachelor of Arts degree in economics from Rhodes College and currently holds a CFA. He is also a member of the Association for Investment Management and Research and the Memphis Chapter of AIMR, and spoke at the Association of Metropolitan Water Agencies 2008, 2009 and 2010 Annual Conferences and the National Association of Clean Water Agencies 2009 Winter Conference.

**JOHN STRATON**  
 Analyst  
 Public Finance

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**John Straton, Analyst** – Mr. Straton is an Analyst at Raymond James with the Public Finance Investment Banking Group, and he is located at the Firm’s Memphis office. He provides quantitative support and analysis for the Midwest and Higher Education practices. Mr. Straton graduated from Washington & Lee University with a Bachelor of Science in Business Administration with Special Attainments in Commerce. He holds the Series 52 and Series 63 licenses.



## APPENDIX II



Form I and Form II

# Form I

## Pricing Quotation For The Series 2017 Bonds

This pricing quotation will be an integral part of the City's selection decision. Accordingly, the City expects the successful underwriter(s) to price the Bonds at these spreads or better. Proposed widening from these spreads at the time of pricing must be justified with data (e.g. comparable market transactions, secondary market trading, documented changes in key market relationships, or other data) to support such widening. Similarly, in the event the City or its advisors can demonstrate changes in market conditions that warrant a narrowing of spreads, the City expects such adjustments to be made.

Please provide your quotation for a tax-exempt scale assuming the bonds are subject to optional redemption at par on and after June 1, 2025:

<b>Maturity (Dec. 1)</b>	<b>Principal (Est.)</b>	<b>Coupon Rate</b>	<b>Reoffering Yield</b>	<b>MMD Tenor*</b>	<b>Spread To MMD</b>	<b>Takedown (Per \$1,000)</b>
2017	\$ 1,430,000	3.000	1.060	1-yr	0.20	2.50
2018	1,360,000	4.000	1.100	1-yr	0.24	2.50
2019	1,430,000	5.000	1.240	2-yr	0.26	2.50
2020	1,565,000	5.000	1.390	3-yr	0.28	2.50
2021	1,685,000	5.000	1.550	4-yr	0.30	2.50
2022	1,825,000	5.000	1.760	5-yr	0.35	2.75
2023	1,955,000	5.000	1.950	6-yr	0.40	2.75
2024	2,095,000	5.000	2.150	7-yr	0.45	2.75
2025	2,205,000	5.000	2.400	8-yr	0.50	2.75
2026	2,340,000	4.000	2.640	9-yr	0.60	2.75
2027	2,475,000	4.000	2.830	10-yr	0.70	3.00
2028	2,630,000	4.000	3.030	11-yr	0.80	3.00
2029	2,780,000	4.000	3.180	12-yr	0.85	3.00
2030	2,375,000	4.000	3.320	13-yr	0.90	3.00
2031	875,000	4.000	3.460	14-yr	0.95	3.00

*\*Please use the traditional MMD Index in your response; do not use the Early, Mid or Late versions of the Index.*

MMD dated April 27, 2017

**Underwriting Expenses:**

**Note: Expenses below assume Raymond James is sole manager for both issues. Certain expenses (Ipreo Bookrunning/Order Entry, CUSIP and CUSIP Express fees) are calculated off of the total par/number of CUSIPs for both Series.**

<b>Description</b>	<b>Amount</b>	<b>Basis (Fixed or Per \$1,000)</b>
Ipreo Book Running Fee	\$2,053.31	\$0.0618/bond
Ipreo Electronic Order Entry Charge	\$498.38	\$0.015/bond
Ipreo Wire Charges*	\$75	Fixed
DTC Charges*	\$800	Fixed
CUSIP Fee	\$635	\$173 + \$22 for each additional CUSIP
CUSIP Express Fee	\$317.5	50% of CUSIP Fee
CUSIP Disclosure Fee*	\$35	\$5 + \$3 for each additional CUSIP; \$35 max fee

\*Fees remain fixed if Raymond James only senior manages one of the transactions.

**Underwriter's Counsel, if required:**

<b>Firm</b>	<b>Fees</b>
1.N/A	N/A
2.	

**Form II**  
**Pricing Quotation For The Series 2017 Certificates**

This pricing quotation will be an integral part of the City's selection decision. Accordingly, the City expects the successful underwriter(s) to price the Certificates at these spreads or better. Proposed widening from these spreads at the time of pricing must be justified with data (e.g. comparable market transactions, secondary market trading, documented changes in key market relationships, or other data) to support such widening. Similarly, in the event the City or its advisors can demonstrate changes in market conditions that warrant a narrowing of spreads, the City expects such adjustments to be made.

<b>Maturity (July 1)</b>	<b>Principal (Est.)</b>	<b>Coupon Rate</b>	<b>Reoffering Yield</b>	<b>MMD* Tenor</b>	<b>Spread To MMD</b>	<b>Takedown (Per \$1,000)</b>
2018	\$ 570,000	4.000	1.160	1-yr	0.30	2.50
2019	580,000	5.000	1.330	2-yr	0.35	2.50
2020	590,000	5.000	1.490	3-yr	0.38	2.50
2021	595,000	5.000	1.650	4-yr	0.40	2.50
2022	610,000	5.000	1.860	5-yr	0.45	2.50
2023	620,000	5.000	2.050	6-yr	0.50	2.75
2024	635,000	5.000	2.250	7-yr	0.55	2.75

*\*Please use the traditional MMD Index in your response; do not use the Early, Mid or Late versions of the Index.*

MMD dated \_\_\_\_ April 27, 2017 \_\_\_\_

**Underwriting Expenses: Please refer to the previous page.**

<b>Description</b>	<b>Amount</b>	<b>Basis (Fixed or Per \$1,000)</b>

**Underwriter's Counsel, if required:**

<b>Firm</b>	<b>Fees</b>
1.N/A	N/A
2.	

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

**Date:** May 11, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Briana Burrichter, Finance Director

**Resolution No.:** R-2976-17

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

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

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

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**Action Requested:** Staff is asking for an amendment to the R-2928-16 whereas the amount not to exceed was established at \$80,320.00. We would like to increase the authorization of expenditures by \$73,000.00 for total not to exceed \$153,320.00. This increase would cover the cost of purchasing the account receivable module for our ERP software, Incode X and EnerGov Suite.

**Analysis:** The City currently utilizes Incode Software, a division of Tyler Technologies, Inc. for all financial, purchasing, utility, payroll, human resources, courts and customer service software. Adding the accounts receivable module will allow for the standardization and tracking of invoicing and accurate amounts due to the city. The EnerGov Suite would include modules for Permitting, Licensing, Inspections, and Code Enforcement. Including applications that would be used directly at the worksite to enhance speed and efficiency of documentation.

**Fiscal Impact:** The initial investment is \$7,550.00 for the A/R module and \$61,550.00 for the EnerGov Suite. In future years, the city will have an increase annual maintenance cost of \$12,513.00.

**Budgetary Impact:**

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

Fund: General Fund/Sewer Fund/Risk Mangmt/Capital  
City Program: Administration

\$153,320.00

**A RESOLUTION AUTHORIZING AND APPROVING AN AMENDMENT TO RESOLUTION R-2928-16 AND AUTHORIZING AND APPROVING THE ADDITIONAL EXPENDITURE OF FUNDS WITH TYLER TECHNOLOGIES, INC. FOR A TOTAL AMOUNT NOT TO EXCEED \$153,320.00 FOR FISCAL YEAR 2016-2017**

**WHEREAS**, pursuant to Resolution R-2928-16, approved on December 20, 2016, the Board of Aldermen approved the continuation of an agreement with Tyler technologies, Inc. for which the City utilizes a windows-based software provided by Interactive Computer Designs, Inc. (hereinafter "INCODE") which is used for all City financial, purchasing, utility, payroll, human resources, courts and customer services in an amount not to exceed \$80,320.00; and

**WHEREAS**, the City would like to add an accounts receivable modules which will allow for the standardization and tracking of invoicing and accurate payments due to the City; and

**WHEREAS**, the City would like to add an EnerGov Suite which would include modules for Permitting, Licensing, Inspections and Code Enforcement; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City of Raytown to approve the additional expenditure of funds with Tyler Technologies, Inc. in the amount of \$73,000.00 for the additional modules for a total amount not to exceed \$153,320.00 for fiscal year 2016-2017; and

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

**THAT** Resolution R-2928-16 approved on December 20, 2016 is hereby amended by the additional expenditure of funds with Tyler Technologies, Inc. in the amount of \$73,000.00 for a total amount not to exceed \$153,320.00 for fiscal year 2016-2017; 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 16<sup>th</sup> day of May, 2017.

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

ATTEST:

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

Approved as to Form:

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



**AMENDMENT**

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler"), a Delaware corporation with offices at 5519 53<sup>rd</sup> Street, Lubbock, TX 79414, and the City of Raymore ("Client") with offices at 10000 East 59<sup>th</sup> St, Raymore, MO 64133.

WHEREAS, Tyler and Client are parties to an agreement effective November 26, 2012 ("Agreement"), under which Client acquired licenses to the software described therein ("Tyler Software") as well as related professional services and maintenance and support; and

WHEREAS, Client desires to amend the Agreement to adjust the licenses, services, and maintenance and support acquired;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree as follows:

1. The following components of the Tyler Software, related professional services, related maintenance and support are hereby removed from the Agreement:

<b>Application Software</b>	<b>QTY</b>	<b>License Fee</b>
<b>Incode Content/Document Management Suite</b>	<b>1</b>	<b>15,000</b>
<b>Content Management</b> Tyler Content Manager <b>Enterprise Bundle</b> <i>(includes Unlimited Full &amp; Retrieval Licenses, TCM SE Integration with Incode Apps, Scan Station Licensing)</i>		
<b>Incode Application Subtotal</b>		<b>15,000</b>
<b>Preferred Customer Discount (15%)</b>		<b>(2,250)</b>
<b>Application and System Software Total</b>		<b>12,750</b>

**Amendment to Contract No. 2012-0126**

2. The following components of the Tyler Software, related professional services, related maintenance and support, and other references thereto are hereby added to the Agreement:

<b>Tyler Related Products and Services</b>						
Description	QTY	License Fees	Hours	Services	Investment	Annual
<b>Energov Product Suite</b>						
<i>Permitting &amp; Land Management</i>	<i>Up to 20 Users</i>					
Permitting & Inspections		\$9,900	120	\$15,000	\$24,900	\$2,475
<b>License &amp; Regulatory Management</b>						
License Management		\$8,800	60	\$7,500	\$16,300	\$2,200
<b>Customer Relationship Management</b>						
Code Enforcement		\$8,000	60	\$7,500	\$15,500	\$1,375
<b>System Extensions</b>						
Customer Portal						
Permitting & Inspections		\$4,500	8	\$1,000	\$5,500	\$1,125
Licensing		\$3,850	8	\$1,000	\$4,850	\$963
GIS Server		\$6,700	8	\$1,000	\$7,700	\$1,675
iG Workforce Server		\$2,250	8	\$1,000	\$3,250	\$563
iG Workforce iPad Apps (each)	10	\$2,500	2	\$250	\$2,750	\$625
	<b>Subtotal</b>	<b>\$46,500</b>	<b>274</b>	<b>\$34,250</b>	<b>\$80,750</b>	<b>\$11,000</b>
<b>Conversion Services</b>						
Description		Fee	Hours	Services	Investment	
Permitting & Licensing		N/C		\$0	\$0	
	<b>Subtotal</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	
<b>Summary</b>		<b>One Time Fees</b>		<b>Recurring Fees</b>		
Total Tyler Software		\$46,500		\$11,000		
Recurring Solution Fee				\$0		
Total Tyler Services		\$34,250				
<i>Preferred Customer Credit for InVision CRM Applications</i>		<i>(19,250)</i>				
<b>Summary Total</b>		<b>\$61,500</b>				

3. We agree to credit Client’s account \$12,750, the amount paid for Tyler Content Management.

4. All terms and conditions of the Agreement not herein amended remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this amendment hereunto executed this Amendment as of the Amendment Effective Date.

Tyler Technologies, Inc.  
Local Government Division

City of Raytown, MO

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Prepared for:  
**Briana Burrichter, CPM**  
**City of Raytown**  
 10000 E 59th Street  
 Raytown, MO 64133  
 816-737-6074  
 brianab@raytown.mo.us

Quoted By: **Ron Pieracci**  
 Quote Date: **02/22/17**  
 Expiration Date: **06/22/17**

**Tyler Related Products and Services**

Description	QTY	License Fees	Hours	Services	Investment	Annual
<b>Incode Customer Relationship Management Suite</b>						
Miscellaneous Accounts Receivable		\$6,050	12	\$1,500	\$7,550	\$1,513
<b>Subtotal</b>		<b>\$6,050</b>	<b>12</b>	<b>\$1,500</b>	<b>\$7,550</b>	<b>\$1,513</b>

**Conversion Services**

Description	Fee	Hours	Services	Investment
<i>No Services Requested</i>				
<b>Subtotal</b>	<b>\$0</b>	<b>-</b>	<b>\$0</b>	<b>\$0</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$6,050	\$1,513
Total Tyler Services	\$1,500	
<b>Summary Total</b>	<b>\$7,550</b>	<b>\$1,513</b>
<b>Contract Total</b>	<b>\$9,063</b>	

Estimated Travel Expense:  
*Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.*

**CITY OF RAYTOWN  
Request for Board Action**

**Date:** May 12, 2017

**Resolution No.:** R-2977-17

**To:** Mayor and Board of Aldermen

**From:** Jason Hanson, Interim Director of Public Works

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

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

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



**Action Requested:** Utilize the Storm Water Fund budget to allocate \$21,612.00 from Capital Expenditures for emergency storm water repairs.

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

**Analysis:** This past year a sinkhole in the backyard of 7008 Evanston was reported to Public Works staff. Upon investigation of the sinkhole, it was found that the subgrade around the stormwater corrugated metal pipe had eroded due to pipe failure. Staff has been called out numerous times to temporarily fill in this sinkhole. A permanent solution is to remove and replace about 70 feet of 24" corrugated metal pipe and replace it with 24" HDPE storm water pipe.

Staff contacted Wiedenmann, Inc. to investigate the needed repairs. Wiedenmann, Inc. developed the attached cost estimate of \$19,647.00 to do this work. This is not a proposal or a not to exceed amount, but is a construction estimate based on a time and materials cooperative agreement being utilized through the City of Lee's Summit. Staff is recommending BOA approval to be 10% higher than this estimate, to cover unforeseen circumstances that may arise with this underground work.

**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: \$21,612.00  
Account Number: 401.00.00.100.53250  
Fund: Storm Water Fund

**Additional Reports Attached:** Wiedenmann, Inc. Invoice, and Location Map

**A RESOLUTION AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF STORM WATER INFRASTRUCTURE REPAIR IN THE CITY OF RAYTOWN, MISSOURI FROM WIEDENMANN, INC. UTILIZING THE CITY OF LEE'S SUMMIT, MISSOURI COOPERATIVE PURCHASE CONTRACT AND APPROVING PROJECT EXPENSES FOR 7008 EVANSTON IN AN AMOUNT NOT TO EXCEED \$21,612.00**

**WHEREAS**, the City of Raytown periodically identifies storm water infrastructure that needs repair beyond staff capacity; and

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

**WHEREAS**, the City of Lee's Summit, Missouri has competitively bid the repair services of water, wastewater and storm water and has determined Wiedenmann, Inc. to be the most competitive bid; and

**WHEREAS**, the City of Raytown currently has a storm water repair project located at 7008 Evanston and would like to utilize the services of Wiedenmann, Inc. an amount of \$19,647.00 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 \$1,964.70 to fund any changes for a total amount not to exceed \$21,612.00; 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 storm water infrastructure repair from Wiedenmann, Inc. utilizing the City of Lee's Summit, Missouri cooperative purchase contract and approve project expenses for 7008 Evanston in an amount not to exceed \$21,612.00;

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

**THAT** the professional services of storm water infrastructure repair from Wiedenmann, Inc. utilizing the City of Lee's Summit, Missouri cooperative purchase contract and approving project expenses for 7008 Evanston in the amount of \$19,647.00, is hereby authorized and approved; and

**FURTHER THAT**, the Board of Aldermen finds it is in the best interest of the City to authorize and approve an additional \$1,964.70 to fund any changes for a total amount not to exceed \$21,612.00; and

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

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 16<sup>th</sup> day of May, 2017.

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

ATTEST:

Approved as to Form:

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

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

# WIEDENMANN, INC.

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

April 19, 2017

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

Attn: Tony Mesa;

RE: Evanston Ave. 24" Storm Repair Budget

Pursuant to your request, we hereby submit the following budget price to install approximately 70 lf of 24" HDPE storm sewer, removing 70 lf of CMP. This price includes removal of two (2) 10 inch trees, two (2) concrete pipe collars and temporary dog fence.

The total budget value of this work is:

**NINETEEN THOUSAND, SIX HUNDRED FORTY-SEVEN DOLLARS AND 00/100**  
**\$ 19,647.00**

We understand that this is a budget price for the scope of work and the actual work will be completed per the established Maintenance Contract.

We appreciate the opportunity to price and perform work for The City of Raytown.  
Please call with questions.

Sincerely  
Wiedenmann Inc.

Patti Hendrickson





City of Raytown – Public Works Department

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

## MEMORANDUM

**To:** Board of Aldermen  
**From:** Jason Hanson  
Interim Director of Public Works  
**Date:** May 12, 2017  
**Subject:** Blue Ridge Blvd. Bike Lanes – Grant Project

### Background

The Public Works Department received six sealed bids that were opened on Tuesday, December 20, 2016 at 2:00 pm. Gunter Construction Co. is the lowest, responsive, responsible bidder with a base bid of \$725,563.20. Staff recommends awarding this construction project 7% higher than the bid amount to \$775,000.00 to accommodate for potential change orders. Inspection services for this grant project could be an additional \$90,000.00. This segment of Blue Ridge Boulevard has experienced significant and accelerating degradation in recent years. This overlay project is expected to extend the life of the roadway for approximately 20 years. The ADA improvements, which are required when any overlay project is performed, will bring the sidewalks and ADA ramps on each side of the road into ADA compliance along this highly-utilized pedestrian route.

An alternate idea has been to construct this project as we would for an annual concrete repair project and an annual overlay project. The pavement markings could be put back to match existing, or different if wanted. This would leave the existing crosswalks and traffic signals as is. Existing staff would be able to perform the inspection services for an annual project.

This would have to be budgeted within the next 2 upcoming budgets at an estimated amount of \$490,000.00 to fix the concrete curbs, sidewalks, ADA ramps, mill, overlay, and stripe Blue Ridge Blvd from 59<sup>th</sup> Street to 51<sup>st</sup> Street.

Our typical annual budget for streets and roadway maintenance is roughly \$300,000.00 for overlay, \$220,000.00 for chip seal, \$150,000.00 for concrete, & \$30,000.00 for striping.

-- MoDot emailed staff that they want to make us **“aware of the fact that cancelling projects, especially at this point in the process, may hurt Raytown’s chances of being awarded federal funds by MARC committees in the future. The lack of city follow-through on projects has the potential to come up in scoring and funding discussions held by the committees. Along with that, I would highly recommend that they budget for projects based on estimates, instead of bids. It’s important they understand that continuing to cancel jobs after they’ve been awarded, whether the contract is signed or not, may lead to unusually high bids in the future as contractors may pad them due to the city’s history of delays and/or cancellations.”**