

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
JUNE 5, 2018
REGULAR SESSION No. 29
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call
Proclamations/Presentations

- ★ A Proclamation recognizing Homer and Katie Radford

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

STUDY SESSION

Financial Report – 6 Month
Michael Keenan, CPA, Cochran Head Vick & Co., P.C.
Missy Wilson, Assistant City Administrator

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 15, 2018 Board of Aldermen meeting minutes.

R-3094-18: A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF MICHAEL HANNA TO THE RAYTOWN PARK BOARD. Point of Contact: Teresa Henry, City Clerk.

R-3095-18: A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF CHRIS RATHBONE TO THE RAYTOWN PARK BOARD. Point of Contact: Teresa Henry, City Clerk

REGULAR AGENDA

NEW BUSINESS

2. **FIRST READING: Bill No.: 6468-18, Section XIX: AN ORDINANCE AMENDING CHAPTER 20, ARTICLE II, RELATING TO FIRE PREVENTION AND PROTECTION TO PROVIDE FOR THE SALE AND USE OF CERTAIN CONSUMER FIREWORKS WITHIN THE CITY.** Point of Contact: Teresa Henry, City Clerk
3. **FIRST READING: Bill No.: 6469-18, Section IV-A: AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, RELATING TO ADDRESSING THE BOARD.** Point of Contact: Teresa Henry, City Clerk.

4. **R-3097-18: A RESOLUTION** AUTHORIZING AND APPROVING A SERVICES AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND COCHRAN HEAD VICK & CO., P.C. FOR ACCOUNTING SERVICES IN AN AMOUNT NOT TO EXCEED \$60,000.00 FOR FISCAL YEAR 2017-2018 AND AMEND THE FISCAL YEAR 2017-2018 BUDGET. Point of Contact: Missy Wilson, Assistant City Administrator.
5. **R-3098-18: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF COMPUTER EQUIPMENT AND SUPPLIES FROM DELL MARKETING, L.P. OFF THE MIDWESTERN HIGHER EDUCATION COMMISSION AGREEMENT IN AN AMOUNT NOT TO EXCEED \$17,608.14 FOR FISCAL YEAR 2017-2018. Point of Contact: Missy Wilson, Assistant City Administrator.
6. **R-3099-18: A RESOLUTION** AUTHORIZING AND APPROVING A SERVICE AGREEMENT WITH NRA GROUP, LLC FOR COLLECTION OF DELINQUENT ACCOUNTS ASSOCIATED WITH EMERGENCY MEDICAL SERVICES: Point of Contact: Doug Jonesi, Emergency Medical Services.
7. **R-3100-18: A RESOLUTION** AMENDING THE FISCAL YEAR 2017-2018 BUDGET RELATED TO PARKS AND BMX. Point of Contact: Dave Turner, Parks & Recreation Director.
8. **R-3101-18: A RESOLUTION** AMENDING THE FISCAL YEAR 2017-2018 BUDGET RELATED TO PARKS AND TEMPORARY STAFFING. Point of Contact: Dave Turner, Parks & Recreation Director.
9. **R-3102-18: A RESOLUTION** AUTHORIZING AND APPROVING AN AMENDMENT TO RESOLUTION R-3066-18 AND AUTHORIZING AND APPROVING THE ADDITIONAL EXPENDITURE OF FUNDS WITH STANTEC CONSULTING SERVICES, INC. UTILIZING THE MID-AMERICA COUNCIL OF PUBLIC PURCHASING COOPERATIVE CONTRACT FOR A PAVEMENT ANALYSIS AND CONDITION REPORT FOR A TOTAL AMOUNT NOT TO EXCEED \$39,350.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Damon Hodges, Assistant City Administrator.
10. **R-3103-18: A RESOLUTION** AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF STORM SEWER 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 6504 HARVARD IN AN AMOUNT NOT TO EXCEED \$78,619.75. Point of Contact: Damon Hodges, Assistant City Administrator.
11. **R-3104-18: A RESOLUTION** AUTHORIZING ACCEPTANCE OF A STORM DRAINAGE EASEMENT FROM CHRISTOPHER AND SARA COSSE IN CONNECTION WITH THE STORM SEWER INFRASTRUCTURE REPAIR LOCATED AT 6504 HARVARD. Point of Contact: Damon Hodges, Assistant City Administrator.
12. **R-3105-18: A RESOLUTION** AUTHORIZING ACCEPTANCE OF A STORM DRAINAGE EASEMENT FROM JAMES R. SMITH, SR. IN CONNECTION WITH THE STORM SEWER INFRASTRUCTURE REPAIR LOCATED AT 6504 HARVARD. Point of Contact: Damon Hodges, Assistant City Administrator.

DISCUSSION ITEM

13. Education Material for August 7, 2018 Election

CLOSED SESSION

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

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

ADJOURNMENT

City of Raytown, Missouri
Summary Financial Highlights and Comparisons Between Budget and Actual
for the Six Months Ending April 30, 2018

General Fund

General Fund revenues were 55% of the budgeted revenues for the 6 months ending April 30, 2018. Property taxes are primarily received in January 2018. Sales and Other taxes are tracking close to budgeted amounts. Telecommunications franchise tax revenues are projections to be less than budgeted amounts by approximately \$100,000. Municipal court revenue is projected be under budget by approximately \$194,000 due to less citations. Charges for Services is trending ahead of budget primarily due to EMS revenues exceeding budgeted amounts.

General Fund expenditures were 44% of the budgeted expenditures for the 6 months ending April 30, 2018. Expenditures by category:

	Actual	Amended Budget	Remaining Budget	% Used
Personnel	\$ 3,654,152	\$ 7,828,873	\$ 4,174,721	47%
Supplies, Services, and Charges	621,277	1,707,648	1,086,371	36%
Repair & Maintenance	179,310	490,244	310,934	37%
Utilities	220,856	673,502	452,646	33%
Transfers out	150,000	150,000	-	100%
	<u>\$ 4,825,595</u>	<u>\$ 10,850,267</u>	<u>\$ 6,024,672</u>	<u>44%</u>

Park Fund

Park Fund revenues were 76% of the budgeted revenues for the 6 months ending April 30, 2018. Property taxes, the most significant budgeted revenues, are primarily received in December 2017 and January 2018. Sales Taxes and Other are tracking ahead of budgeted amounts. Charges for Services revenues are predominately received during the last 6 months of the fiscal year during the summer months.

Park Fund expenditures were 32% of the budgeted expenditures for the 6 months ending April 30, 2018. Similar to Charges for Services, Park Fund expenditures are greater during the last 6 months of the fiscal year.

TIF Fund

TIF Fund revenues were 50% of the budgeted revenues for the 6 months ending April 30, 2018. Sales taxes and Other are trending above budgeted amounts. Other taxes are below budgeted amounts due to payments made under protest thus delaying the City's receipt of the 350 TIF Pilots.

TIF Fund expenditures were 70% of the budgeted expenditures for the 6 months ending April 30, 2018 as the \$1,355,000 principal payment due on the TIF bonds was paid in December.

Sewer Fund

Sewer Fund revenues were 50% of the budgeted revenues for the 6 months ending April 30, 2018.

Sewer Fund expenditures were 41% of the budgeted expenditures for the 6 months ending April 30, 2018. Personnel was at 35% of budget due to vacancies. While Supplies, Services, and Charges were at 50% of budgeted amounts, it is anticipated that the KCMO Treatment costs will exceed budgeted amounts by \$350,000 due to increase in rates. The City's sewer rate study is in process of being completed. Repair and Maintenance and Capital outlay expenditures are scheduled during the last half of the fiscal year. Debt service principal payments related to the Series 2006 and 2013 Sewer revenue bonds are also scheduled in the final 6 months of the fiscal year.

Transportation Sales Tax Fund

Transportation Sales Tax Fund revenues were 24% of the budgeted revenues for the 6 months ending April 30, 2018. Total Sales tax revenues are tracking under budget. Grant funding is on a reimbursement basis. Reimbursable project costs are anticipated to be incurred during the final 6 months of the fiscal year.

Transportation Sales Tax Fund expenditures were 12% of the budgeted expenditures for the 6 months ending April 30, 2018 as repair and maintenance and capital outlay expenditures are scheduled to be incurred during the last 6 months of the fiscal year.

Capital Sales Tax Fund

Capital Sales Tax Fund revenues were 50% of the budgeted revenues for the 6 months ending April 30, 2018.

Capital Tax Fund expenditures were only 5% of the budgeted expenditures for the 6 months ending April 30, 2018 as significant outlay expenditures are slated to be incurred during the last 6 months of the fiscal year.

Public Safety Sales Tax Fund

Public Safety Sales Tax Fund revenues were 54% of the budgeted revenues for the 6 months ending April 30, 2018. Sales tax revenues are tracking ahead of budget.

Public Safety Sales Tax Fund expenditures were 38% of the budgeted expenditures for the 6 months ending April 30, 2018 with the most significant positive budget variance related to personnel costs.

Stormwater Sales Tax Fund

Stormwater Tax Fund revenues were 80% of the budgeted revenues for the 6 months ending April 30, 2018 as the total amount of budgeted transfers has been recognized. Total Sales tax revenues are tracking under budget.

Stormwater Fund expenditures were 38% of the budgeted expenditures for the 6 months ending April 30, 2018 as the first 6 months of emergency repair and maintenance expenditures have been less than budgeted.

Risk Management Fund

Risk Management Fund revenues were 56% of the budgeted revenues and 14% of the budgeted expenditures for the 6 months ending April 30, 2018.

Capital Improvement Fund

Capital Improvement Fund revenues were 91% of the budgeted revenues and 11% of the budgeted expenditures for the 6 months ending April 30, 2018. Revenue primarily relate to the Ditzler CID loan – cash receipts are recorded as revenue as received and an annual adjustment is made to reduce the principal balance of the loan.

City of Raytown, Missouri
Schedule of Revenues and Expenditures - General Fund (Fund 101)
For the six month period ending April 30, 2018

	Actual	Amended Budget	Remaining Budget	% Used
Revenues				
Property taxes	\$ 1,101,125	\$ 1,167,055	\$ 65,930	94%
Sales taxes	1,287,405	2,697,800	1,410,395	48%
Franchise taxes	1,906,052	3,575,000	1,668,948	53%
Other taxes	617,187	1,227,000	609,813	50%
Municipal court receipts	220,091	634,200	414,109	35%
Grants	22,883	55,500	32,617	41%
Charges for Services	664,401	1,084,700	420,299	61%
Licenses and Permits	151,707	350,950	199,243	43%
Other	41,738	68,285	26,547	61%
Total revenues	6,012,589	10,860,490	4,847,901	55%
Expenditures by Department				
City-wide				
Personnel	-	8,000	8,000	0%
Supplies, Services, and Chrgs	31,009	128,067	97,058	24%
Transfers out	150,000	150,000	-	100%
	<u>181,009</u>	<u>286,067</u>	<u>105,058</u>	<u>63%</u>
Governing body				
Personnel	33,258	73,134	39,876	45%
Supplies, Services, and Chrgs	81,737	186,179	104,442	44%
	<u>114,995</u>	<u>259,313</u>	<u>144,318</u>	<u>44%</u>
Administration				
Personnel	284,080	624,451	340,371	45%
Supplies, Services, and Chrgs	29,549	124,225	94,676	24%
Repair & Maintenance	-	2,750	2,750	0%
Utilities	2,878	7,480	4,602	38%
	<u>316,507</u>	<u>758,906</u>	<u>442,399</u>	<u>42%</u>
Police				
Personnel	1,915,981	3,868,040	1,952,059	50%
Supplies, Services, and Chrgs	142,558	329,426	186,868	43%
Repair & Maintenance	53,674	121,764	68,090	44%
Utilities	9,905	32,015	22,110	31%
	<u>2,122,118</u>	<u>4,351,245</u>	<u>2,229,127</u>	<u>49%</u>
Finance				
Personnel	161,724	346,924	185,200	47%
Supplies, Services, and Chrgs	67,168	152,241	85,073	44%
Repair & Maintenance	-	2,000	2,000	0%
	<u>228,891</u>	<u>501,165</u>	<u>272,274</u>	<u>46%</u>
Legal				
Personnel	15,546	34,240	18,694	45%
Supplies, Services, and Chrgs	27,169	81,000	53,831	34%
	<u>42,715</u>	<u>115,240</u>	<u>72,525</u>	<u>37%</u>
Court				
Personnel	126,393	299,316	172,923	42%
Supplies, Services, and Chrgs	23,399	64,785	41,386	36%
Repair & Maintenance	141	720	579	20%
Utilities	118	500	382	24%
	<u>150,051</u>	<u>365,321</u>	<u>215,270</u>	<u>41%</u>
Public works				
Personnel	442,218	1,049,003	606,785	42%
Supplies, Services, and Chrgs	54,140	162,911	108,771	33%
Repair & Maintenance	107,216	323,475	216,259	33%
Utilities	201,175	613,710	412,535	33%
	<u>804,748</u>	<u>2,149,099</u>	<u>1,344,351</u>	<u>37%</u>
EMS				
Personnel	441,998	999,039	557,041	44%
Supplies, Services, and Chrgs	95,356	199,687	104,331	48%
Repair & Maintenance	15,248	30,260	15,012	50%
Utilities	5,138	13,297	8,159	39%
	<u>557,740</u>	<u>1,242,283</u>	<u>684,543</u>	<u>45%</u>
Community Development				
Personnel	232,954	526,726	293,772	44%
Supplies, Services, and Chrgs	69,193	279,127	209,934	25%
Repair & Maintenance	3,031	9,275	6,244	33%
Utilities	1,643	6,500	4,857	25%
	<u>306,821</u>	<u>821,628</u>	<u>514,807</u>	<u>37%</u>
Total expenditures	4,825,595	10,850,267	6,024,672	44%
Revenues over(under) expenditures	\$ 1,186,994	\$ 10,223	\$ (1,176,771)	

City of Raytown, Missouri
Schedule of Revenues and Expenditures - Park Fund (Fund 201)
For the six month period ending April 30, 2018

	Actual	Amended Budget	Remaining Budget	% Used
Revenues				
Property taxes	\$ 549,920	\$ 571,500	\$ 21,580	96%
Sales taxes	136,904	252,500	115,596	54%
Charges for Services	21,950	105,250	83,300	21%
Other	20,443	34,600	14,157	59%
Total revenues	<u>729,216</u>	<u>963,850</u>	<u>234,634</u>	<u>76%</u>
Expenditures				
Personnel	230,088	601,712	371,625	38%
Supplies, Services, and Chrgs	53,138	227,537	174,399	23%
Repair & Maintenance	9,764	87,360	77,596	11%
Utilities	18,443	70,550	52,107	26%
Capitlay outlay	33,808	104,344	70,536	32%
Total expenditures	<u>345,241</u>	<u>1,091,503</u>	<u>746,262</u>	<u>32%</u>
Revenues over(under) expenditures	<u>\$ 383,976</u>	<u>\$ (127,653)</u>	<u>\$ (511,629)</u>	

City of Raytown, Missouri
 Schedule of Revenues and Expenditures - TIF Fund (Fund 210)
 For the six month period ending April 30, 2018

	Actual	Amended Budget	Remaining Budget	% Used
Revenues				
Sales taxes	\$ 832,990	\$ 1,500,000	\$ 667,010	56%
Other taxes	532,527	1,251,505	718,978	43%
Other	111,011	217,500	106,489	51%
Total revenues	<u>1,476,528</u>	<u>2,969,005</u>	<u>1,492,477</u>	<u>50%</u>
Expenditures				
Supplies, Services, and Chrgs	34,340	168,500	134,160	20%
Debt service	2,209,763	3,030,650	820,887	73%
Total expenditures	<u>2,244,102</u>	<u>3,199,150</u>	<u>955,048</u>	<u>70%</u>
Revenues over(under) expenditures	<u>\$ (767,574)</u>	<u>\$ (230,145)</u>	<u>\$ 537,429</u>	

City of Raytown, Missouri
Schedule of Revenues and Expenditures - Sewer Fund (Fund 501)
For the six month period ending April 30, 2018

	Actual	Amended Budget	Remaining Budget	% Used
Revenues				
Charges for Services	\$ 3,377,804	\$ 6,743,915	\$ 3,366,111	50%
Other	162,412	293,287	130,875	55%
Total revenues	<u>3,540,217</u>	<u>7,037,202</u>	<u>3,496,985</u>	<u>50%</u>
Expenditures				
Personnel	362,547	1,046,315	683,768	35%
Supplies, Services, and Chrgs	2,124,947	4,238,036	2,113,089	50%
Repair & Maintenance	22,888	239,950	217,062	10%
Utilities	4,238	16,000	11,762	26%
Capitla outlay	11,565	275,000	263,435	4%
Debt service	351,086	1,238,922	887,836	28%
Total expenditures	<u>2,877,270</u>	<u>7,054,223</u>	<u>4,176,953</u>	<u>41%</u>
Revenues over(under) expenditures	<u>\$ 662,946</u>	<u>\$ (17,021)</u>	<u>\$ (679,967)</u>	

City of Raytown, Missouri
Schedule of Revenues and Expenditures - Transportation Sales Tax Fund (Fund 204)
For the six month period ending April 30, 2018

	Actual	Amended Budget	Remaining Budget	% Used
Revenues				
Sales taxes	\$ 554,272	\$ 1,215,000	\$ 660,728	46%
Grants	84,336	1,237,500	1,153,164	7%
Other	8,401	4,000	(4,401)	210%
Total revenues	<u>647,009</u>	<u>2,456,500</u>	<u>1,809,491</u>	<u>26%</u>
Expenditures				
Public works				
Supplies, Services, and Chrgs	21,303	358,000	336,697	6%
Repair & Maintenance	36,150	195,000	158,850	19%
Capital outlay	422,129	3,509,294	3,087,166	12%
Total expenditures	<u>479,581</u>	<u>4,062,294</u>	<u>3,582,713</u>	<u>12%</u>
Revenues over(under) expenditures	<u>\$ 167,428</u>	<u>\$ (1,605,794)</u>	<u>\$ (1,773,223)</u>	

City of Raytown, Missouri
Schedule of Revenues and Expenditures - Capital Sales Tax Fund (Fund 205)
For the six month period ending April 30, 2018

	Actual	Amended Budget	Remaining Budget	% Used
Revenues				
Sales taxes	\$ 492,989	\$ 997,000	\$ 504,011	49%
Other	16,621	22,500	5,879	74%
Total revenues	<u>509,610</u>	<u>1,019,500</u>	<u>509,890</u>	<u>50%</u>
Expenditures				
Finance				
Supplies, Services, and Chrgs	907	2,700	1,793	34%
Capital outlay				
Administration	-	53,500	53,500	0%
Police	5,449	219,220	213,771	2%
Public works	51,311	1,490,440	1,439,129	3%
EMS	2,592	122,704	120,112	2%
Community Development	29,258	42,150	12,892	69%
Total expenditures	<u>89,516</u>	<u>1,930,714</u>	<u>1,841,197</u>	<u>5%</u>
Revenues over(under) expenditures	<u>\$ 420,093</u>	<u>\$ (911,214)</u>	<u>\$ (1,331,307)</u>	

City of Raytown, Missouri
Schedule of Revenues and Expenditures - Public Safety Sales Tax (Fund 207)
For the six month period ending April 30, 2018

	Actual	Amended Budget	Remaining Budget	% Used
Revenues				
Sales taxes	\$ 730,148	\$ 1,354,380	\$ 624,232	54%
Other	5,622	6,800	1,178	83%
Total revenues	<u>735,770</u>	<u>1,361,180</u>	<u>625,410</u>	<u>54%</u>
Expenditures				
Police				
Personnel	417,972	1,140,450	722,478	37%
Supplies, Services, and Chrgs	29,783	55,263	25,480	54%
Utilities	13,546	24,320	10,774	56%
EMS				
Personnel	40,901	109,853	68,952	37%
Supplies, Services, and Chrgs	5,304	15,000	9,696	35%
Total expenditures	<u>507,505</u>	<u>1,344,886</u>	<u>837,381</u>	<u>38%</u>
Revenues over(under) expenditures	<u>\$ 228,265</u>	<u>\$ 16,294</u>	<u>\$ (211,971)</u>	

City of Raytown, Missouri
Schedule of Revenues and Expenditures - Stormwater Sales Tax Fund (Fund 401)
For the six month period ending April 30, 2018

	Actual	Amended Budget	Remaining Budget	% Used
Revenues				
Sales taxes	\$ 40,228	\$ 88,375	\$ 48,147	46%
Other	1,166	-	(1,166)	0%
Transfers in	150,000	150,000	-	100%
Total revenues	<u>191,394</u>	<u>238,375</u>	<u>46,981</u>	<u>80%</u>
Expenditures				
Public works				
Supplies, Services, and Chrgs	3,416	4,100	684	83%
Repair & Maintenance	76,806	228,000	151,194	34%
Capitail outlay	19,580	30,106	10,526	65%
Total expenditures	<u>99,801</u>	<u>262,206</u>	<u>162,405</u>	<u>38%</u>
Revenues over(under) expenditures	<u>\$ 91,593</u>	<u>\$ (23,831)</u>	<u>\$ (115,424)</u>	

City of Raytown, Missouri
Schedule of Revenues and Expenditures - Risk Management Fund (Fund 209)
For the six month period ending April 30, 2018

	Actual	Budget	Remaining Budget	% Used
Revenues				
Other	\$ 36,889	\$ 65,800	\$ 28,911	56%
Total revenues	<u>36,889</u>	<u>65,800</u>	<u>28,911</u>	<u>56%</u>
Expenditures				
Supplies, Services, and Chrgs	16,108	113,300	97,192	14%
Total expenditures	<u>16,108</u>	<u>113,300</u>	<u>97,192</u>	<u>14%</u>
Revenues over(under) expenditures	<u>\$ 20,781</u>	<u>\$ (47,500)</u>	<u>\$ (68,281)</u>	

City of Raytown, Missouri
Schedule of Revenues and Expenditures - Capital Improvement Fund (Fund 402)
For the six month period ending April 30, 2018

	Actual	Budget	Remaining Budget	% Used
Revenues				
Other	\$ 67,715	\$ 74,800	\$ 7,085	91%
Total revenues	<u>67,715</u>	<u>74,800</u>	<u>7,085</u>	<u>91%</u>
Expenditures				
Supplies, Services, and Chrgs	2,664	24,000	21,337	11%
Total expenditures	<u>2,664</u>	<u>24,000</u>	<u>21,337</u>	<u>11%</u>
Revenues over(under) expenditures	<u>\$ 65,052</u>	<u>\$ 50,800</u>	<u>\$ (14,252)</u>	

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
MAY 15, 2018
REGULAR SESSION No. 28
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

OPENING SESSION

Mayor Michael McDonough called the May 15, 2018 Board of Aldermen meeting to order at 7:06 p.m. Reverend Pat Jackson of Blue Ridge Presbyterian Church provided the invocation and led the pledge of allegiance.

Mayor McDonough asked Pat Jackson to speak about his upcoming move to the Netherlands.

Roll Call

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

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

Absent: Alderman Frank Hunt, Alderman Steve Meyers

Proclamations/Presentations

Mayor McDonough presented the following proclamations:

Public Works Week
Municipal Clerks Week
Emergency Medical Services Week
Police Week

Public Comments

Tony Jacob, 10201 E 64 Street, Ward 2, spoke regarding EMS Week, the FY17-18 budget and vehicle GPS.

Shara Buck, spoke on behalf of Volunteers in Police Service regarding a fund-raising event.

Michael Bell, 7803 Crescent, spoke regarding the Herndon Center Culinary Team's national award.

Communication from the Mayor

Dave Turner was recognized for his recent appointment as the new Director of the Parks and Recreation Department.

Mayor McDonough attended the following events:

May 3, Mayor's Prayer Breakfast
May 3, Senior Expo
May 4, Westridge Elementary School Career Day with Alderman Mims
May 5, Troop 469 Eagle Scout Court of Honor
May 12, the Raytown Live concert
May 15, Arbor Day ceremony at Kenagy Park

Communication from the City Administrator

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

Committee Reports

Alderman Van Buskirk spoke regarding the Council on Aging's Senior Expo and the Municipal Committee.

Alderman Mims spoke regarding Mother's Day, the Westridge Elementary School Career Day and the Herndon Center Culinary Team's first-place award at a national competition.

STUDY SESSION

Sales Tax Oversight Committee Report Card
Missy Wilson, Assistant City Administrator

Missy Wilson, Assistant City Administrator, remained available for discussion regarding the report card generated by the Sales Tax Oversight Committee at their May 8, 2018 meeting.

Neighborhood Services/Animal Control Update
Ray Haydaripoor, Community Development Director

Ray Haydaripoor, Community Development Director, presented on the Animal Control and Neighborhood Services processes, and discussion followed.

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 1, 2018 Board of Aldermen meeting minutes.

R-3090-18: A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF LORETHA HAYDEN TO THE RAYTOWN PARK BOARD. Point of Contact: Teresa Henry, City Clerk.

Alderman Mims, seconded by Alderman Greene, made a motion to adopt. The motion was approved by a vote of 8-0-2.

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

REGULAR AGENDA

NEW BUSINESS

2. **R-3091-18: A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH TRUMAN HERITAGE HABITAT FOR HUMANITY FOR THE OPERATION OF A MINOR HOME REPAIR PROGRAM IN AN AMOUNT NOT TO EXCEED \$20,000.00 FOR FISCAL YEAR 2017-2018.** Point of Contact: Ray Haydaripoor, Community Development Director.

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

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

Alderman Greene, seconded by Alderman Aziere, made a motion to adopt. The motion was approved by a vote of 8-0-2.

Ayes: Aldermen Greene, Aziere, Van Buskirk, Mims, Black, Moore, Myers, Ward

Nays: None

Absent: Aldermen Hunt, Meyers

3. **R-3092-18: A RESOLUTION** AMENDING THE FISCAL YEAR 2017-2018 BUDGET RELATED TO THE POLICE DEPARTMENT. Point of Contact: Jim Lynch, Police Chief.

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

Jim Lynch, Police Chief, remained available for any discussion.

Alderman Van Buskirk, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 8-0-2.

Ayes: Aldermen Van Buskirk, Mims, Ward, Moore, Greene, Black, Aziere, Myers

Nays: None

Absent: Aldermen Hunt, Meyers

4. **R-3093-18: A RESOLUTION** AUTHORIZING AND APPROVING AN EXPENDITURE OF FUNDS WITH MDL TECHNOLOGY, LLC FOR INFORMATION TECHNOLOGY-RELATED SERVICES IN AN AMOUNT NOT TO EXCEED \$56,000.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Jim Lynch, Police Chief.

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

Jim Lynch, Police Chief, remained available for any discussion.

Alderman Van Buskirk, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 8-0-2.

Ayes: Aldermen Van Buskirk, Mims, Moore, Ward, Aziere, Black, Greene, Myers

Nays: None

Absent: Aldermen Hunt, Meyers

ADJOURNMENT

Alderman Mims, seconded by Alderman Myers, made a motion to adjourn. The motion was approved by a vote of 8-0-2.

Ayes: Aldermen Mims, Myers, Black, Aziere, Greene, Moore, Van Buskirk, Ward

Nays: None

Absent: Aldermen Hunt, Meyers

The meeting adjourned at 8:40 p.m.

CITY OF RAYTOWN
Request for Board Action

Date: May 29, 2018

Resolution No.: R-3094-18

To: Mayor and Board of Aldermen

From: Teresa Henry, City Clerk

Department Head Approval: _____

City Administrator Approval: _____



Action Requested: Reappointment of Michael Hanna to the Raytown Park Board.

Recommendation: Approve the reappointment.

Analysis: The Raytown Park Board was established pursuant to Ordinance 109, which provides for the appointment of nine (9) Park Board Directors appointed by the Mayor with the approval of the Board of Aldermen. The term of the members is for three years and the terms are supposed to be staggered to provide consistent and experienced leadership.

The Raytown Park Board has recommended that Michael Hanna be reappointed to a 3-year term ending on June 1, 2021.

Alternatives: Appoint someone else.

A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF MICHAEL HANNA TO THE RAYTOWN PARK BOARD

WHEREAS, the Raytown Park Board was established pursuant to Ordinance 109 which provides for the appointment of nine (9) Park Board Directors appointed by the Mayor with the approval of the Board of Aldermen; and

WHEREAS, Michael Hanna was originally appointed to the Raytown Park Board on February 8, 2011 to fill an unexpired term; and

WHEREAS, the Park Board has recommended and the Mayor desires to reappoint Michael Hanna to a 3-year term on the Raytown Park Board, expiring June 1, 2018 or until a successor is duly appointed; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve such appointment as proposed by the Mayor;

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

THAT Michael Hanna, 8604 Ridgeway Court, Raytown, Missouri, is hereby reappointed as a member of the Raytown Park Board to a 3-year term ending June 1, 2018, or until a successor is duly appointed; and

FURTHER THAT, this resolution shall be in full force and effect from and after the date of its passage and approval and any resolutions in conflict herewith are hereby superseded.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 5th day of June, 2018.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

George Kapke, City Attorney



City of Raytown

Boards and Commissions Application

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

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

Date: 5/22/18

Name: Hanna Michael Wesley
Last First Middle

Address: 8604 Ridgeway Court Raytown MO 64138
Street City Zip Code

Contact Information:

(816) 358-5655 (816) 353-2743 (816) 678-5655 (816) 358-5515 Mike@hannalegal.com
Phone: Day Evening Cell Fax E-Mail Address

I want to serve on the Park ~~Board/Commission~~

Because: I want to bring a fresh perspective to park operations.

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

Organizational skills, innovative thinker, a doer and an analytical thinker.

Education: Raytown High School Raytown, MO. 5/72
High School City/State Date

University of Missouri Bachelor of Psychology 1976
Trade/College/University Degree Date

Post Graduate: University of Missouri Law Degree 1978
College/University Degree Date

CITY OF RAYTOWN
Request for Board Action

Date: May 29, 2018

Resolution No.: R-3095-18

To: Mayor and Board of Aldermen

From: Teresa Henry, City Clerk

Department Head Approval: _____

City Administrator Approval: _____



Action Requested: Reappointment of Chris Rathbone to the Raytown Park Board.

Recommendation: Approve the reappointment.

Analysis: The Raytown Park Board was established pursuant to Ordinance 109, which provides for the appointment of nine (9) Park Board Directors appointed by the Mayor with the approval of the Board of Aldermen. The term of the members is for three years and the terms are supposed to be staggered to provide consistent and experienced leadership.

The Raytown Park Board has recommended that Chris Rathbone be reappointed to a 3-year term ending on June 1, 2021.

Alternatives: Appoint someone else.

A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF CHRIS RATHBONE TO THE RAYTOWN PARK BOARD

WHEREAS, the Raytown Park Board was established pursuant to Ordinance 109 which provides for the appointment of nine (9) Park Board Directors appointed by the Mayor with the approval of the Board of Aldermen; and

WHEREAS, Chris Rathbone was originally appointed to the Raytown Park Board on December 1, 2015 to fill an unexpired term; and

WHEREAS, the Park Board has recommended and the Mayor desires to reappoint Chris Rathbone to a 3-year term on the Raytown Park Board, expiring June 1, 2021 or until a successor is duly appointed; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve such appointment as proposed by the Mayor;

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

THAT Chris Rathbone, 9313 E. 69th Terrace, Raytown, Missouri, is hereby reappointed as a member of the Raytown Park Board to a 3-year term ending June 1, 2021, or until a successor is duly appointed; and

FURTHER THAT, this resolution shall be in full force and effect from and after the date of its passage and approval and any resolution in conflict herewith are hereby superseded.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 5th day of June, 2018.

Michael McDonough, Mayor

ATTEST:

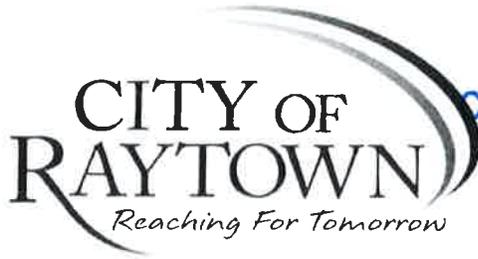
Teresa M. Henry, City Clerk

Approved as to Form:

George E. Kapke, City Attorney

RECEIVED

MAY 22 2018



CITY OF RAYTOWN City of Raytown

Boards and Commissions Application

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

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

Date: 5-21-2018

Name: Rathbone Last, Chris First, M Middle

Address: 9313 E 69 ter Street, Raytown City, MO 64133 Zip Code

Contact Information:

Phone: 816-786-6349 Day, Evening, Cell, Fax, E-Mail Address: crathbone78@yahoo.com

I want to serve on the Parks Board/Commission

Because: I want to continue to help parks meet the needs of the community

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

Experience serving a previous term on the parks board, Ability to work well with others

Education: New Life Academy High School, KCMO City/State, 1995 Date

U.S. Army HVAC School Trade/College/University, yes Degree, 1999 Date

Post Graduate: College/University, Degree, Date

Employment (Maximum 10 years):

Current: Blue Steel Guns 6326 Raytown Rd Gunsmith
Employer Address Position

Past: KCVA 4801 Linwood AC Mechanic 98-2010
Employer Address Position Dates

Past: _____
Employer Address Position Dates

Community Involvement:

Organization	Leadership Position(s)	Membership Date(s)
1. <u>Parks Board</u>	<u>Vice President</u>	<u>2015 - Present</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

NO

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

NO

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

**CITY OF RAYTOWN
Request for Board Action**

Date: June 1, 2018
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Bill No.: 6468-18
Section No.: XIX

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____



Analysis: This issue was first brought to the Board of Aldermen as a discussion item by Alderman Derek Ward. At that time, the item was referred to the Municipal Committee to study the issue and bring back a recommendation to the full Board.

The Municipal Committee reviewed the suggested changes to the current Fireworks Ordinance proposed by Alderman Ward in addition to hearing from Chief Matt Mace of the Raytown Fire Protection District.

The Municipal Committee recommended the following:

Alderman Van Buskirk, seconded by Alderman Black made a motion to recommend Alderman Ward's proposed changes to the current City Ordinance to the Board of Aldermen. The motion was approved by a vote of 5-0.

Attachments: Municipal Committee meeting draft minutes and information supplied in the Municipal Committee meeting packet.

AN ORDINANCE AMENDING CHAPTER 20, ARTICLE II, RELATING TO FIRE PREVENTION AND PROTECTION TO PROVIDE FOR THE SALE AND USE OF CERTAIN CONSUMER FIREWORKS WITHIN THE CITY

WHEREAS, the Board of Aldermen find that it is in the best interest of the citizens of the City of Raytown to amend Chapter 20, Article II as provided herein;

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

SECTION 1 – AMENDMENT OF CITY CODE. Chapter 20 of the Raytown City Code shall be amended as follows:

Sec. 20-40. Definitions.

Consumer fireworks.

- (1) The term “consumer fireworks” means small fireworks devices containing restricted amounts of pyrotechnic composition designed primarily to produce visible or audible effects by combustion. This term includes fireworks devices defined as 1.4G which comply with the construction, chemical composition and labeling regulations of the United States Department of Transportation for Fireworks, UN0336, and the U.S. Consumer Product Safety Commission as set forth in 16 CFR parts 1500 and 1507, as amended from time to time.
- (2) Notwithstanding anything contained herein to the contrary, within the corporate limits of the city, the definition of consumer fireworks shall specifically exclude the following:
 - a. Rockets on a stick;
 - b. Missiles with fins or rudders for the purpose of achieving aerodynamic flight;
 - c. **Small hot air balloons made of paper, plastic or other lightweight fibrous material, with an opening at the bottom and from which a candle is suspended, such items being commonly known as “sky lanterns”, “fire balloons”, “lava blimps” or any other such device utilizing an open flame to provide loft; and Roman candles with or without spikes, identified by the word “Candle” on the label with the following wording on the caution label: “WARNING: SHOOTS FLAMING BALLS” or “WARNING: SHOOTS FLAMING BALLS AND REPORTS”, and not including California Candles or Illumination Torch with the following wording on the caution label: “CAUTION: EMITS SHOWERS OF SPARKS”;** and
 - d. Altered or combined fireworks.

Special fireworks.

- (1) The term “special fireworks” mean large fireworks devices, which are explosive materials, intended for use in fireworks displays and designed to produce audible or visible effects by combustion, deflagration or detonation. The term includes fireworks devices defined as 1.3G and include, but are not limited to, firecrackers containing more than 130 milligrams (two grains) of explosive composition, aerial shells containing more than 40 grams of pyrotechnic composition, and other display pieces which exceed the limits for classification as 1.4G fireworks. Such 1.3G fireworks are also described as Fireworks, UN0335 by the United States Department of Transportation, as amended from time to time. Notwithstanding anything contained herein to the contrary, within the corporate limits of the city the definition of Special Fireworks shall specifically include the following:
- a. Rockets on a stick;
 - b. Missiles with fins or rudders for the purpose of achieving aerodynamic flight;
 - c. ~~Small hot air balloons made of paper, plastic or other lightweight fibrous material, with an opening at the bottom and from which a candle is suspended, such items being commonly known as “sky lanterns”, “fire balloons”, “lava blimps” or, any other such device utilizing an open flame to provide loft; and Roman candles with or without spikes, identified by the word “Candle” on the label with the following wording on the caution label: “WARNING: SHOOTS FLAMING BALLS” or “WARNING: SHOOTS FLAMING BALLS AND REPORTS”, and not including California Candles or Illumination Torch with the following wording on the caution label: “CAUTION: EMITS SHOWERS OF SPARKS”;~~
Small hot air balloons made of paper, plastic or other lightweight fibrous material, with an opening at the bottom and from which a candle is suspended, such items being commonly known as “sky lanterns”, “fire balloons”, “lava blimps” or, any other such device utilizing an open flame to provide loft; and Roman candles with or without spikes, identified by the word “Candle” on the label with the following wording on the caution label: “WARNING: SHOOTS FLAMING BALLS” or “WARNING: SHOOTS FLAMING BALLS AND REPORTS”, and not including California Candles or Illumination Torch with the following wording on the caution label: “CAUTION: EMITS SHOWERS OF SPARKS”;
 - d. Altered or combined fireworks.

Sec. 20-48. Limited use.

The discharge of consumer fireworks within the city limits shall be allowed only ~~and at the following dates and times: on July 4 or each year between the hours of 10:00 a.m. and 11:00 p.m. unless July 4 falls on a Sunday in which case permitted consumer fireworks may not be discharged before noon.~~ **and at the following dates and times:**

- (a) July 2nd, between Noon and 10:00 p.m.;
- (b) July 3rd, between 10:00 a.m. and 10:00 p.m.;
- (c) July 4th, between 10:00 a.m. and 11:00 p.m.;
- (d) July 5th, between Noon and 10:00 p.m.; and
- (e) December 31st, for 1 hour beginning at 11:00 p.m.

Sec. 20-49. Unlawful acts involving possession or discharge.

- (f) ~~Except for those dates upon which the discharge of fireworks is permitted by Section 20-48, it shall be unlawful for any person under the age of 16 years, unless under the direct visual supervision of a parent, guardian or other adult over the age of 25, to possess or discharge consumer fireworks within the city limits~~ **Except for those dates upon which the discharge of fireworks is permitted by Section 20-48, it shall be unlawful for any person under the age of 16 years, unless under the direct visual supervision of a parent, guardian or other adult over the age of 25, to possess or discharge consumer fireworks within the city limits except with the permission of the person owning or leasing the property whereupon the possession and discharge occurs.**

Sec. 20-51. Application for license to sell consumer fireworks.

- (e) *Property owner consent.* A statement or letter of consent from the property owner **or current leasee** on which the sales are to occur shall be included with the application.

Sec. 20-53. Operational requirements of stand.

- (c) *Sale from public property prohibited.* Fireworks shall not be sold ~~or advertised for sale~~ from any street, alley, sidewalk, or other public property within the corporate limits of the City of Raytown.
- (d) *Sign limits.* Signage for any fireworks stand granted a license to operate within the City is exempt from the sign regulations contained in the Zoning Code; however, such signage shall comply with the requirements of this Article. ~~It shall be unlawful for any licensee to display more than one (1) sign advertising the sale of fireworks; provided, such sign may contain advertising on both of its two (2) sides.~~ The size of one side of the sign shall not exceed eight (8) feet by four (4) feet.
- (e) *Licensee to display sign on premises regarding prohibitions and restrictions.* Each licensee shall obtain and display in at least four conspicuous places inside the Stand, a sign or placard, printed in bold letters not smaller than one inch in height, the following:

SHOOTING OF FIREWORKS IS PROHIBITED ON RAYTOWN PARKS AND OTHER PUBLIC PROPERTY AND IN BUSINESS DISTRICTS. CONSUMER FIREWORKS MAY ONLY BE SOLD AND DISCHARGED DURING THE FOLLOWING TIMES:

Sold between 6:00 a.m. on June 29th and 10:00 p.m. on July 4th.

The discharge of consumer fireworks within the city limits shall be allowed only as provided for by ordinance. Except as permitted or further prohibited by ordinance, no person shall discharge fireworks before Noon on July 2nd or after 10:00 p.m. on July 5th.

~~Discharged on July 4 between the hours of _____ and 11:00 PM [insert 10:00 am, except if July 4 is on a Sunday the earliest time for discharge is 12:00 noon].~~

BOTTLE OR STICK ROCKETS, AND MISSILES OR SKY LANTERNS AND ROMAN CANDLES ARE PROHIBITED FROM BEING SOLD OR DISCHARGED AT ANY TIME WITHIN THE CITY OF RAYTOWN

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____ day of June, 2018

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

George E. Kapke, City Attorney

ARTICLE II. - FIREWORKS²¹

State Law reference— Authority to regulate, restrain and prevent keeping and discharge of fireworks or other dangerous combustible materials, RSMo 79.450(2).

Sec. 20-40. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Community service organization means a non-profit community-based organization located within the city which provides programs and services designed to improve the quality of life for residents of the city or designed to solve particular problems related to the needs of the citizens of the city, including, but not necessarily limited to: health care, child care, literacy training, education, welfare, social services, transportation, housing and neighborhood improvement, public safety, crime prevention and control, recreation, community improvement, youth corps, support services to persons with disabilities, homeless shelter and support, feeding the hungry, or caring for the elderly.

Consumer fireworks.

- (1) The term "consumer fireworks" means small fireworks devices containing restricted amounts of pyrotechnic composition designed primarily to produce visible or audible effects by combustion. This term includes fireworks devices defined as 1.4G which comply with the construction, chemical composition and labeling regulations of the United States Department of Transportation for Fireworks, UN0336, and the U.S. Consumer Product Safety Commission as set forth in 16 CFR parts 1500 and 1507, as amended from time to time.
- (2) Notwithstanding anything contained herein to the contrary, within the corporate limits of the city, the definition of consumer fireworks shall specifically exclude the following:
 - a. Rockets on a stick;
 - b. Missiles with fins or rudders for the purpose of achieving aerodynamic flight;
 - c. d. Altered or combined fireworks.

Fireworks means any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration or detonation that meets the definition of 1.4G (formerly known as class C, common fireworks) or 1.3G fireworks (formerly known as class B, special fireworks) as set forth in the fire code adopted and amended by the city from time to time.

Nonprofit organization means an organization located within the city and formed for the purpose of serving a public or mutual benefit other than the pursuit or accumulation of profits for owners or investors. All money raised by the organization must go back into the operation of the organization and must benefit citizens of the city.

Religious organization means a church, synagogue, or other organization or association located within the city that is organized primarily for the study or advancement of religion.

Sell or *sale* means the act of selling, attempting to sell or offering for sale. This term shall also include bartering and giving away for no consideration.

Selling season means the period beginning at 6:00 a.m. on June 29 and continuing through 10:00 p.m. on July 4 of each year.

Special fireworks.

- (1) The term "special fireworks" means large fireworks devices, which are explosive materials, intended for use in fireworks displays and designed to produce audible or visible effects by combustion, deflagration or detonation. The term includes fireworks devices defined as 1.3G

Deleted: Roman candles with or without spikes, identified by the word "Candle" on the label with the following wording on the caution label: "WARNING: SHOOTS FLAMING BALLS" or WARNING: SHOOTS FLAMING BALLS AND REPORTS," and not including California Candles or Illumination Torch with the following wording on the caution label: "CAUTION: EMITS SHOWERS OF SPARKS"; and ¶

and include, but are not limited to, firecrackers containing more than 130 milligrams (two grains) of explosive composition, aerial shells containing more than 40 grams of pyrotechnic composition, and other display pieces which exceed the limits for classification as 1.4G fireworks. Such 1.3G fireworks are also described as Fireworks, UN0335 by the United States Department of Transportation, as amended from time to time.

(2) Notwithstanding anything contained herein to the contrary, within the corporate limits of the city the definition of special fireworks shall specifically include the following:

- a. Rockets on a stick;
- b. Missiles with fins or rudders for the purpose of achieving aerodynamic flight;
- c. 
- d. Altered or combined fireworks.

Stand or temporary structure means any non-permanent structure or tent, which is used solely for the purpose of selling fireworks.

(Code 1969, § 9-18; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-41. - Penalty for violation.

In addition to immediate revocation of any license or permit granted herein, any person violating the provisions of this article is guilty of a misdemeanor and upon conviction thereof, shall be fined not more than \$500.00 or be punished by imprisonment in jail not to exceed 90 days, or by both such fine and imprisonment. Each day that a person fails to comply with the requirements of this article may be deemed a separate offense.

(Code 1969, § 9-33; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-42. - Duties and responsibilities generally.

Except such duties as may be designated to the police department or building official, the fire code official of the city shall discharge the duties and responsibilities provided for in this article.

(Code 1969, § 9-19; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-43. - Records and reports.

The fire code official shall keep a record of all licenses and special fireworks permits issued, and of the suspension and revocation thereof. The fire code official shall make a full report to the building official on each application received, including, but not limited to, a copy of the complete application and all supporting paperwork.

(Code 1969, § 9-20; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-44. - Forms.

The fire code official shall prepare all forms of applications, licenses, permits, and other forms as are necessary to carry out the provisions of this article and shall submit such forms to the building official for approval.

(Code 1969, § 9-21; Ord. No. 5308-09, § 1, 3-3-2009)

Deleted: Roman candles with or without spikes, identified by the word "Candle" on the label with the following wording on the caution label: "WARNING: SHOOTS FLAMING BALLS" or "WARNING: SHOOTS FLAMING BALLS AND REPORTS", and not including California Candles or Illumination Torch with the following wording on the caution label: "CAUTION: EMITS SHOWERS OF SPARKS";

Sec. 20-45. - Rules and regulations.

The fire code official shall have the power to recommend to the building official reasonable rules, regulations, orders and directions as may be necessary and feasible to carry out the provisions of this chapter. The same shall be approved, in writing, by the building official, maintained on file with both the fire code official and the building official, and available to licensees and the public.

(Code 1969, § 9-22; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-46. - Consumer fireworks allowed within city.

The possession, storage, sale, handling and use of consumer fireworks, as defined herein, shall be allowed within the city in compliance with the provisions of this article.

(Code 1969, § 9-23; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-47. - Permit required for possession or discharge.

(a) The possession or discharge of consumer fireworks within the city shall be allowed only by permit. The permit shall be in the form prepared by the fire code official and shall contain the following minimum information:

- (1) Name of the purchaser;
- (2) Address of the purchaser; and
- (3) Location of the intended use.

(b) The permit for possession or discharge may be obtained at the point of sale within the city, or from the fire code official. One such permit shall be required per household or address at which the discharge will occur.

(Code 1969, § 9-24; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-48. - Limited use.

The discharge of consumer fireworks within the city limits shall be allowed only between July 1 July 4th of each year between the hours of 10:00 a.m. and 11:00 p.m., and on December 31st, for 1 hour beginning at 11 P.M.

(Code 1969, § 9-25; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-49. - Unlawful acts involving possession or discharge.

- (a) It shall be unlawful for any person to possess or discharge fireworks which are not defined herein as consumer fireworks within the corporate limits of the city.
- (b) It shall be unlawful for any person to discharge, throw, use, explode, detonate, aim, point, or shoot fireworks, including pyrotechnic devices, in such a manner that, after it is ignited, will propel it, or any part thereof, such that it, or any part thereof, lands on property not owned or occupied by the person shooting the fireworks.
- (c) It shall be unlawful for any person to discharge, throw, use, explode, detonate, or shoot fireworks within any structure.

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Formatted: Superscript

Deleted: unless July 4 falls on a Sunday in which case permitted consumer fireworks may not be discharged before noon

- (d) No person shall discharge, use, explode, detonate, or shoot fireworks within, or throw the same from, a motorized vehicle including watercraft or any other means of transportation, nor shall any person place or throw any ignited firework into or at a motorized vehicle including watercraft or any other means of transportation, or at or near any person, group of people or animal.
- (e) No person shall discharge, throw, use, explode, detonate, or shoot fireworks within 300 feet of any permanent storage of ignitable liquid, gases, gasoline pump, gasoline filling station, or any stand where fireworks are stored, sold or offered for sale.
- (f) Except for July 1st through July 4th of each year, it shall be unlawful for any person under the age of 16 years, to possess or discharge consumer fireworks within the city limits. During the period of July 1st through July 4th of each year, no person under the age of 16 years shall possess or discharge fireworks except with the permission of the person owning or leasing the property whereupon the possession and discharge occurs.
- (g) It shall be unlawful for any person to discharge or shoot any type of fireworks at any time in any public park or public grounds of the city without a special fireworks permit approved by the city.

(Code 1969, § 9-26; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-50. - License required to sell fireworks.

- (a) It shall be unlawful for any person to construct a retail display for, sell, or offer for sale consumer fireworks within the city without first obtaining a license for the sale of such fireworks as provided herein. The sale of consumer fireworks within the city shall only be conducted by a nonprofit, religious, educational or community service organization located within the city (hereinafter "qualifying organization") issued a license by the fire code official and such license shall only be valid during a single selling season.
- (b) The number of licenses for the sale of consumer fireworks issued by the fire code official shall not exceed ten in any selling season. In the first year after the effective date of this ordinance, the initial ten applications shall be selected by random lottery in the following manner. First, each applicant shall draw a number at random at the time of filing the application. The fire code official shall record the number drawn with the applicant's application. The names of the applicants shall be listed in numerical, sequential order of the numbers so drawn. The first ten qualifying organizations listed shall be considered for the ten licenses. Incomplete applications shall be rejected and further randomly selected applications considered until all licenses have been issued. If any such selected applicant fails to qualify with the additional requirements of this article within the time frame provided herein, such license shall be deemed to be forfeited and the next applicant on the list shall be selected.
- (c) In subsequent years, the fire code official shall first consider those applications from organizations that have previously had a license. If there are fewer applications from qualifying organizations that have previously had licenses than available licenses, the fire code official shall use the lottery method set forth in subsection (b) of this section to select from the new applications for license consideration.

(Code 1969, § 9-27; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-51. - Application for license to sell consumer fireworks.

- (a) *Application period.* The fire code official shall accept applications for a license to sell consumer fireworks between 8:00 a.m. on April 1 and 5:00 p.m. on April 3 of each year. In the event that April 1, 2, or 3 for any given year falls on a Saturday, Sunday or legal holiday, the period for accepting license applications shall be proportionally extended so that a total of three business days shall be available for the submission of applications. If less than ten applications are received prior to the

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application period set forth herein, the fire code official may accept additional applications on a first come, first served basis.

- (b) *Contents of application.* No application may be accepted unless it is a fully completed application in the form approved by the building official, contains all information required herein, is signed by the responsible party and is accompanied by any required application fee. Once an application is filed, the information contained therein may not be revised or altered; provided, however, that the identity of the qualifying organization and the proposed location may be changed by written request received by the fire code official within 48 hours of the filing of the application.
- (c) *One application submitted per organization.* Only one application may be filed on behalf of a qualifying organization for a location to sell fireworks within the city.
- (d) *Zoning clearance approval.* The stand must be located on property zoned commercial or industrial. The applicant shall obtain zoning clearance approval from the building official prior to submission of the application.
- (e) *Property owner consent.* A statement or letter of consent from the property owner or current lessee on which the sales are to occur shall be included with the application.
- (f) *Site plan.* A site plan shall be submitted showing the following: size of lot, location of existing structures on the property, size and location of temporary stand or structure, signage, parking, entrances and exits from street, restroom facilities, location of any storage trailers, location of temporary electrical service, any other item reasonably required by the building official or the fire code official to ensure public health and safety.
- (g) *Security plan.* At the time of application, the applicant shall provide a narrative description of its security plan to secure the premises when not open to the public, including the evidence of the qualifications of the security guard or guards. At a minimum, the security plan shall provide the following:
 - (1) The premises shall be secured and a guard present any time the business is not open to the public; and
 - (2) The security guard shall be properly and validly licensed by the City of Kansas City, Missouri, or, in the alternative, may be an off-duty police officer.
- (h) *Off-street parking.* Each applicant shall provide a minimum of 20 parking spaces per location, which shall be contiguous to the stand and shall be hard surface pavement or an existing gravel parking surface. An existing gravel parking surface may not be enlarged in size to meet the parking requirements of this subsection. A site plan showing available parking spaces shall be provided with the application.
- (i) *Responsible party.* Each qualifying organization shall list on their application the name, address and phone number of the person who is responsible for management and operation of the stand and the application shall bear the signature of such responsible party.

(Code 1969, § 9-28; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-52. - Additional licensing requirements of qualifying organization.

In addition to compliance with the requirements set forth in the initial application, any applicant selected to receive a license shall comply with the following requirements within 30 days of receiving notice that the qualifying organization was approved for issuance of the license. The fire code official may allow additional time for the qualifying organization to comply with any additional requirement contained in this subsection, for good cause shown. Failure to comply with the following additional requirements set forth in this section within the time frame established by the fire code official shall result in forfeiture of the right to receive a license; provided that if fewer than ten applications are received in any year an applicant who has forfeited the right to receive a license under this section may submit a new application. The additional requirements are:

- (1) *License fee.* A qualifying organization approved for issuance of a license to sell consumer fireworks within the city shall submit payment of a non-refundable license fee to the fire code official.
- (2) *Proof of state permit required.* Proof of a valid state permit issued by the state department of public safety for the retail sale of consumer fireworks shall be provided to the fire code official.
- (3) *Proof of insurance required.* The applicant shall provide to the fire code official proof of general liability insurance in the amount of not less than \$1,000,000.00 per occurrence and a \$2,000,000.00 aggregate limit and covering liabilities arising from the retail sale of fireworks during the term of the coverage. The amount of the insurance shall not be subject to reduction of the aggregate limit as a result of occurrences at locations not operated by the qualifying organization.
- (4) *Proof of city business license required.* In addition to the license to sell consumer fireworks required herein, the qualifying organization shall also obtain a business license from the city.

(Code 1969, § 9-29; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-53. - Operational requirements of stand.

- (a) *Fireworks sold from temporary stands or structures.* Fireworks may be sold only from temporary stands or structures. Any such stand shall comply with the provisions of the currently adopted building and fire code relative to temporary structures and a certificate of occupancy shall be obtained prior to opening. In addition, such stand shall comply with the following requirements:
 - (1) A minimum 44-inch-wide, unobstructed aisle running the length of the stand, inside and behind the sales counter shall be provided.
 - (2) Each stand up to 24 feet in length or width must have at least two exits. Each stand in excess of 24 feet must have at least three exits. Exit locking devices, if any, shall be easily released from the inside without special knowledge, key or effort.
- (b) *Setup and removal of stand.* No licensed stand or allowed signage may be set up before June 27 of the licensed year. It shall be the duty of the licensee to completely remove the stand and allowed signage, and to clear the site where such stand and signage were erected of all debris and trash on or before 5:00 pm on July 7 of the same year.
- (c) *Sale from public property prohibited.* Fireworks shall not be sold from any street, alley, sidewalk, or other public property within the corporate limits of the city.
- (d) *Sign limits.* Signage for any fireworks stand granted a license to operate within the city is exempt from the sign regulations contained in the zoning code; however, such signage shall comply with the requirements of this article. The size of one side of the sign shall not exceed eight feet by four feet.
- (e) *Licensee to display sign on premises regarding prohibitions and restrictions.* Each licensee shall obtain and display in at least four conspicuous places inside the stand, a sign or placard, printed in bold letters not smaller than one inch in height, the following:

SHOOTING OF FIREWORKS IS PROHIBITED ON RAYTOWN PARKS AND OTHER PUBLIC PROPERTY AND IN BUSINESS DISTRICTS. CONSUMER FIREWORKS MAY ONLY BE SOLD AND DISCHARGED DURING THE FOLLOWING TIMES:

Sold between 6:00 a.m. on June 29 and 10:00 p.m. on July 4.

The discharge of consumer fireworks within the city limits shall be allowed only between July 1 July 4th of each year between the hours of 10:00 a.m. and 11:00 p.m., and on December 31st, for 1 hour beginning at 11 P.M.

BOTTLE OR STICK ROCKETS and MISSILES ARE PROHIBITED FROM BEING SOLD OR DISCHARGED AT ANY TIME WITHIN THE CITY OF RAYTOWN

Deleted: or advertised for sale

Deleted: It shall be unlawful for any licensee to display more than one sign advertising the sale of fireworks; provided, such sign may contain advertising on both of its two sides

Deleted: Discharged on July 4 between the hours of 10:00 a.m. and 11:00 p.m., except if July 4 is on a Sunday the earliest time for discharge is 12:00 noon.

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- (f) *Licensee to display no smoking signs.* One or more signs reading "FIREWORKS—NO SMOKING" shall be displayed at each entrance and/or exit to the stand. The text on such sign shall be not less than four inches in height.
- (g) *Distribution of list of restrictions.* Each licensee shall provide with each sale a printed form listing the restrictions and safety practices involving discharge of fireworks. An original of such form will be provided to licensee by the fire code official. Copies shall be made at the expense of the licensed seller and shall be distributed at the time of and with each sale. Failure to distribute a copy of such form will be a cause for revocation of the license.
- (h) *Nontransferability of license.* Any license granted hereunder is personal to the qualifying organization as the applicant and nontransferable. The sale of fireworks or operation of a stand for the sale of fireworks by a person other than the license holder shall void the license and render the licensee ineligible to submit an application for a period of five years.
- (i) *Compliance with other rules, regulations and laws.* A qualifying organization holding a license to sell consumer fireworks shall at all times comply with RSMo ch. 320, 11 CSR 40-3.010, CPSC 16 CFE, parts 1500—1507, DOT 49 CFR, parts 100—178, the Fire Code and all other applicable ordinances and codes of the city.

(Code 1969, § 9-30; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-54. - Unlawful acts involving sale and retail display of consumer fireworks.

- (a) It shall be unlawful to sell or attempt to sell any fireworks to children under the age of 16 years except when such child is in the presence of parent, guardian or other adult over the age of 25 years.
- (b) It shall be unlawful for any person under the age of 16 years to sell fireworks or work in a stand or other premises where fireworks are stored, sold, or offered for sale, unless supervised by an adult.
- (c) It shall be unlawful to sell fireworks from a car, truck or trailer or in any other manner or location except from a stand licensed to sell fireworks pursuant to this article.
- (d) It shall be unlawful to permit the presence of lighted cigars, cigarettes, pipes, or any other open flame within 25 feet of where fireworks are stored or offered for sale.

(Code 1969, § 9-31; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-55. - Special fireworks permit.

- (a) *Issuance.* The fire code official may issue a permit for supervised public display of special fireworks by a jurisdiction, fair association, amusement parks, other organizations or for the use of special fireworks by artisans in the pursuit of their trade. Every such use or display shall be handled by a competent operator approved by the fire code official, and shall be of such character and so located, discharged or fired so as, in the opinion of the fire code official after proper investigation, not to be hazardous to property or endanger any person. Such permit shall be issued upon written application to the fire code official with a copy provided to the building official. Such application shall be in such form as the fire code official deems appropriate.
- (b) *Contents of application.* The special fireworks permit application shall contain the following:
 - (1) The name of the sponsor, if any, of the display and the name of the person or persons operating the display.
 - (2) The date and time of day at which the display is to be held.
 - (3) The exact location planned for the display.

- (4) A description setting forth the age, experience, residence, and physical characteristics of the person or persons operating the display.
 - (5) The number and kinds of fireworks to be displayed.
 - (6) The manner and place of the storage of such fireworks within the city.
 - (7) A diagram or sketch of the grounds on which the display is to be held, showing the point at which the fireworks are to be discharged, the location of all buildings, streets and other lines of communication, the lines behind which the public will be restrained, and the location of all nearby trees, telegraph or telephone lines or other overhead obstructions.
- (c) *Insurance.* Before a permit shall be issued for a public display of special fireworks, the applicant shall provide to the city clerk proof of general liability insurance in the amount of not less than \$1,000,000.00 per occurrence and a \$2,000,000.00 aggregate limit and covering liabilities arising from the retail sale of fireworks during the term of the coverage. The amount of the insurance shall not be subject to reduction of the aggregate limit as a result of occurrences at locations not operated by the qualifying organization.

(Code 1969, § 9-32; Ord. No. 5308-09, § 1, 3-3-2009)

From: [Matt Mace](#)
To: [Teresa Henry](#)
Subject: Re: Possible Fireworks Ordinance Amendment
Date: Friday, May 11, 2018 4:01:10 PM
Attachments: [JKOVVK417036.png](#)
[but_web_black.png](#)
[but_email_black.png](#)

Teresa we are in agreement with all proposed changes but would like to see either the days adjusted or increased to include the 5th of July. The reason for this is because we have twice had it rain on the 4th of July and people who legally purchased fireworks were faced with the dilemma of either teaching their kids it was ok to break the law or store a hundred dollars worth of fireworks in their garage for a year. Neither of these seems like a reasonable situation and by adding the 5th we cannot guarantee it still won't rain, but the odds are greatly reduced. The sale of fireworks would still cease on the 4th so the vast majority of the time the 5th of July won't even be much of a factor.

The second item we would like to see amended is Sec 20-51 Line (D), which requires zoning clearance. We would like to see property directly owned by the organization included as allowable, or some version of this language which would allow places such as the parking lot of the church that sponsors the Boy Scout Troop who is running the tent. Fire works are the only items that are regulated this way, churches are free to sell Christmas trees, funeral wreaths, and various other items without receiving zoning clearance. All of the same separation and safety restrictions would be maintained so there are not any safety impacts from this change. The real impact from this change is it allows the organization to retain more money from the sale, currently organizations often pay landlords \$3000-\$4000 for a weeks rent of a parking lot with the proper zoning. To further complicate matters now that we have seen an increase in development over the past 4-5 years these tent have encroached into parking spots needed to service retail establishments and often pose more of a problem to both the tenants and the organization running the tent.

I am planning to attend the meeting on the 15th at 6:00 to discuss this further if I am needed.

Professionally,

Matt Mace

Great leaders are almost always great simplifiers, who can cut through argument, debate and doubt, to offer a solution everybody can understand.

Colin Powell



Matt Mace | Fire Chief
Raytown Fire Protection District
Tel: (816)737-6034

[WEBSITE](#) [EMAIL](#)

On May 11, 2018, at 14:05, Teresa Henry <henry@raytown.mo.us> wrote:

Matt,

An Alderman would like to discuss an update to the City's current ordinance regarding Fireworks. Would you please take a look at the attached and let me know any comments or concerns your department might have.

Thank you.

Teresa M. Henry, MRCC

City Clerk

City of Raytown, Missouri

10000 E. 59th Street

Raytown, MO 64133

816.737.6004 Direct

therry@raytown.mo.us

<Fireworks Ordinance Amendment 2018.pdf>

**DRAFT
MINUTES
Municipal Committee
May 15, 2018
6:00 p.m.
City Hall Council Chambers**

Alderman Bill Van Buskirk, committee chair, opened the meeting.

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

Present: Alderman Karen Black, Alderman Mark Moore, Alderman Bill Van Buskirk, Alderman Derek Ward, Alderman Jim Aziere (arrived during Discussion Item 1).

DISCUSSION ITEMS

1) Public Comments Procedures

Teresa Henry, City Clerk

Teresa Henry, City Clerk, and Damon Hodges, Interim Co-City Administrator, remained available for any discussion.

Public comments procedures were discussed.

The function of the Municipal Committee was clarified.

Alderman Ward, seconded by Alderman Black, made a motion to recommend amending Ordinance 2996-86, Section 2-495, by substituting the word "address" with the phrase "city of residence". The motion was approved by a vote of 4-0-1.

Ayes: Aldermen Ward, Black, Moore, Van Buskirk

Nays: None

Absent: Alderman Aziere

Discussion continued, focusing on the time limit for speakers.

Alderman Aziere arrived.

Alderman Black, seconded by Alderman Moore, made a motion to recommend amending Resolution 1422-04, Section 7, to allot a 3-minute time limit for each Public Comments speaker with no extra time allotted for group representatives. The motion was approved by a vote of 4-0-1.

Ayes: Aldermen Black, Moore, Van Buskirk, Ward

Nays: None

Abstain: Alderman Aziere

2) Fireworks Ordinance Amendment

Damon Hodges, Interim City Administrator

Chief Matt Mace, of the Raytown Fire Protection District, was present for discussion.

The current fireworks ordinance, and Alderman Ward's proposed changes, were discussed.

Alderman Van Buskirk, seconded by Alderman Black, made a motion to recommend Alderman Ward's proposed ordinance changes to the current City Ordinance to the Board of Aldermen. The motion was approved by a vote of 5-0.

Ayes: Aldermen Aziere, Black, Moore, Van Buskirk, Ward

Nays: None

3) Liquor License

Missy Wilson, Interim City Administrator

This item was not discussed and was continued to the next Municipal Committee meeting.

Adjournment

Alderman Van Buskirk made a motion to adjourn. The motion was approved by a majority of those present.

Next Meeting Date and Time – June 19, 2018, 6:00 p.m.

Secs. 20-12—20-39. Reserved.

ARTICLE II. FIREWORKS*

Sec. 20-40. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Community service organization means a non-profit community-based organization located within the city which provides programs and services designed to improve the quality of life for residents of the city or designed to solve particular problems related to the needs of the citizens of the city, including, but not necessarily limited to: health care, child care, literacy training, education, welfare, social services, transportation, housing and neighborhood improvement, public safety, crime prevention and control, recreation, community improvement, youth corps, support services to persons with disabilities, homeless shelter and support, feeding the hungry, or caring for the elderly.

Consumer fireworks.

- (1) The term "consumer fireworks" means small fireworks devices containing restricted amounts of pyrotechnic composition designed primarily to produce visible or audible effects by combustion. This term includes fireworks devices defined as 1.4G which comply with the construction, chemical composition and labeling regulations of the United States Department of Transportation for Fireworks, UN0336, and the U.S. Consumer Product Safety Commission as set forth in 16 CFR parts 1500 and 1507, as amended from time to time.
- (2) Notwithstanding anything contained herein to the contrary, within the corporate limits of the city, the definition of consumer fireworks shall specifically exclude the following:
 - a. Rockets on a stick;
 - b. Missiles with fins or rudders for the purpose of achieving aerodynamic flight;
 - c. Roman candles with or without spikes, identified by the word "Candle" on the label with the following wording on the caution label: "WARNING: SHOOTS FLAMING BALLS" or "WARNING: SHOOTS FLAMING BALLS AND REPORTS," and not including California Candles or Illumination Torch with the following wording on the caution label: "CAUTION: EMITS SHOWERS OF SPARKS"; and
 - d. Altered or combined fireworks.

Fireworks means any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration or detonation that meets the definition of 1.4G (formerly known as class C, common fireworks) or 1.3G fireworks (formerly known as class B, special fireworks) as set forth in the fire code adopted and amended by the city from time to time.

***State law reference**—Authority to regulate, restrain and prevent keeping and discharge of fireworks or other dangerous combustible materials, RSMo 79.450(2).

Nonprofit organization means an organization located within the city and formed for the purpose of serving a public or mutual benefit other than the pursuit or accumulation of profits for owners or investors. All money raised by the organization must go back into the operation of the organization and must benefit citizens of the city.

Religious organization means a church, synagogue, or other organization or association located within the city that is organized primarily for the study or advancement of religion.

Sell or sale means the act of selling, attempting to sell or offering for sale. This term shall also include bartering and giving away for no consideration.

Selling season means the period beginning at 6:00 a.m. on June 29 and continuing through 10:00 p.m. on July 4 of each year.

Special fireworks.

- (1) The term "special fireworks" means large fireworks devices, which are explosive materials, intended for use in fireworks displays and designed to produce audible or visible effects by combustion, deflagration or detonation. The term includes fireworks devices defined as 1.3G and include, but are not limited to, firecrackers containing more than 130 milligrams (two grains) of explosive composition, aerial shells containing more than 40 grams of pyrotechnic composition, and other display pieces which exceed the limits for classification as 1.4G fireworks. Such 1.3G fireworks are also described as Fireworks, UN0335 by the United States Department of Transportation, as amended from time to time.
- (2) Notwithstanding anything contained herein to the contrary, within the corporate limits of the city the definition of special fireworks shall specifically include the following:
 - a. Rockets on a stick;
 - b. Missiles with fins or rudders for the purpose of achieving aerodynamic flight;
 - c. Roman candles with or without spikes, identified by the word "Candle" on the label with the following wording on the caution label: "WARNING: SHOOTS FLAMING BALLS" or "WARNING: SHOOTS FLAMING BALLS AND REPORTS", and not including California Candles or Illumination Torch with the following wording on the caution label: "CAUTION: EMITS SHOWERS OF SPARKS";
 - d. Altered or combined fireworks.

Stand or temporary structure means any non-permanent structure or tent, which is used solely for the purpose of selling fireworks.

(Code 1969, § 9-18; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-41. Penalty for violation.

In addition to immediate revocation of any license or permit granted herein, any person violating the provisions of this article is guilty of a misdemeanor and upon conviction thereof, shall be fined not

more than \$500.00 or be punished by imprisonment in jail not to exceed 90 days, or by both such fine and imprisonment. Each day that a person fails to comply with the requirements of this article may be deemed a separate offense.

(Code 1969, § 9-33; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-42. Duties and responsibilities generally.

Except such duties as may be designated to the police department or building official, the fire code official of the city shall discharge the duties and responsibilities provided for in this article.

(Code 1969, § 9-19; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-43. Records and reports.

The fire code official shall keep a record of all licenses and special fireworks permits issued, and of the suspension and revocation thereof. The fire code official shall make a full report to the building official on each application received, including, but not limited to, a copy of the complete application and all supporting paperwork.

(Code 1969, § 9-20; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-44. Forms.

The fire code official shall prepare all forms of applications, licenses, permits, and other forms as are necessary to carry out the provisions of this article and shall submit such forms to the building official for approval.

(Code 1969, § 9-21; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-45. Rules and regulations.

The fire code official shall have the power to recommend to the building official reasonable rules, regulations, orders and directions as may be necessary and feasible to carry out the provisions of this chapter. The same shall be approved, in writing, by the building official, maintained on file with both the fire code official and the building official, and available to licensees and the public.

(Code 1969, § 9-22; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-46. Consumer fireworks allowed within city.

The possession, storage, sale, handling and use of consumer fireworks, as defined herein, shall be allowed within the city in compliance with the provisions of this article.

(Code 1969, § 9-23; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-47. Permit required for possession or discharge.

(a) The possession or discharge of consumer fireworks within the city shall be allowed only by permit. The permit shall be in the form prepared by the fire code official and shall contain the following minimum information:

- (1) Name of the purchaser;

- (2) Address of the purchaser; and
- (3) Location of the intended use.

(b) The permit for possession or discharge may be obtained at the point of sale within the city, or from the fire code official. One such permit shall be required per household or address at which the discharge will occur.

(Code 1969, § 9-24; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-48. Limited use.

The discharge of consumer fireworks within the city limits shall be allowed only on July 4 of each year between the hours of 10:00 a.m. and 11:00 p.m. unless July 4 falls on a Sunday in which case permitted consumer fireworks may not be discharged before noon.

(Code 1969, § 9-25; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-49. Unlawful acts involving possession or discharge.

(a) It shall be unlawful for any person to possess or discharge fireworks which are not defined herein as consumer fireworks within the corporate limits of the city.

(b) It shall be unlawful for any person to discharge, throw, use, explode, detonate, aim, point, or shoot fireworks, including pyrotechnic devices, in such a manner that, after it is ignited, will propel it, or any part thereof, such that it, or any part thereof, lands on property not owned or occupied by the person shooting the fireworks.

(c) It shall be unlawful for any person to discharge, throw, use, explode, detonate, or shoot fireworks within any structure.

(d) No person shall discharge, use, explode, detonate, or shoot fireworks within, or throw the same from, a motorized vehicle including watercraft or any other means of transportation, nor shall any person place or throw any ignited firework into or at a motorized vehicle including watercraft or any other means of transportation, or at or near any person, group of people or animal.

(e) No person shall discharge, throw, use, explode, detonate, or shoot fireworks within 300 feet of any permanent storage of ignitable liquid, gases, gasoline pump, gasoline filling station, or any stand where fireworks are stored, sold or offered for sale.

(f) It shall be unlawful for any person under the age of 16 years, unless under the direct visual supervision of a parent, guardian or other adult over the age of 25 years, to possess or discharge consumer fireworks within the city limits.

(g) It shall be unlawful for any person to discharge or shoot any type of fireworks at any time in any public park or public grounds of the city without a special fireworks permit approved by the city.
(Code 1969, § 9-26; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-50. License required to sell fireworks.

(a) It shall be unlawful for any person to construct a retail display for, sell, or offer for sale consumer fireworks within the city without first obtaining a license for the sale of such fireworks as provided herein. The sale of consumer fireworks within the city shall only be conducted by a nonprofit, religious, educational or community service organization located within the city (hereinafter "qualifying organization") issued a license by the fire code official and such license shall only be valid during a single selling season.

(b) The number of licenses for the sale of consumer fireworks issued by the fire code official shall not exceed ten in any selling season. In the first year after the effective date of this ordinance, the initial ten applications shall be selected by random lottery in the following manner. First, each applicant shall draw a number at random at the time of filing the application. The fire code official shall record the number drawn with the applicant's application. The names of the applicants shall be listed in numerical, sequential order of the numbers so drawn. The first ten qualifying organizations listed shall be considered for the ten licenses. Incomplete applications shall be rejected and further randomly selected applications considered until all licenses have been issued. If any such selected applicant fails to qualify with the additional requirements of this article within the time frame provided herein, such license shall be deemed to be forfeited and the next applicant on the list shall be selected.

(c) In subsequent years, the fire code official shall first consider those applications from organizations that have previously had a license. If there are fewer applications from qualifying organizations that have previously had licenses than available licenses, the fire code official shall use the lottery method set forth in subsection (b) of this section to select from the new applications for license consideration.

(Code 1969, § 9-27; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-51. Application for license to sell consumer fireworks.

(a) *Application period.* The fire code official shall accept applications for a license to sell consumer fireworks between 8:00 a.m. on April 1 and 5:00 p.m. on April 3 of each year. In the event that April 1, 2, or 3 for any given year falls on a Saturday, Sunday or legal holiday, the period for accepting license applications shall be proportionally extended so that a total of three business days shall be available for the submission of applications. If less than ten applications are received prior to the application period set forth herein, the fire code official may accept additional applications on a first come, first served basis.

(b) *Contents of application.* No application may be accepted unless it is a fully completed application in the form approved by the building official, contains all information required herein, is signed by the responsible party and is accompanied by any required application fee. Once an application is filed, the information contained therein may not be revised or altered; provided, however, that the identity of the qualifying organization and the proposed location may be changed by written request received by the fire code official within 48 hours of the filing of the application.

(c) *One application submitted per organization.* Only one application may be filed on behalf of a qualifying organization for a location to sell fireworks within the city.

(d) *Zoning clearance approval.* The stand must be located on property zoned commercial or industrial. The applicant shall obtain zoning clearance approval from the building official prior to submission of the application.

(e) *Property owner consent.* A statement or letter of consent from the property owner on which the sales are to occur shall be included with the application.

(f) *Site plan.* A site plan shall be submitted showing the following: size of lot, location of existing structures on the property, size and location of temporary stand or structure, signage, parking, entrances and exits from street, restroom facilities, location of any storage trailers, location of temporary electrical service, any other item reasonably required by the building official or the fire code official to ensure public health and safety.

(g) *Security plan.* At the time of application, the applicant shall provide a narrative description of its security plan to secure the premises when not open to the public, including the evidence of the qualifications of the security guard or guards. At a minimum, the security plan shall provide the following:

- (1) The premises shall be secured and a guard present any time the business is not open to the public; and
- (2) The security guard shall be properly and validly licensed by the City of Kansas City, Missouri, or, in the alternative, may be an off-duty police officer.

(h) *Off-street parking.* Each applicant shall provide a minimum of 20 parking spaces per location, which shall be contiguous to the stand and shall be hard surface pavement or an existing gravel parking surface. An existing gravel parking surface may not be enlarged in size to meet the parking requirements of this subsection. A site plan showing available parking spaces shall be provided with the application.

(i) *Responsible party.* Each qualifying organization shall list on their application the name, address and phone number of the person who is responsible for management and operation of the stand and the application shall bear the signature of such responsible party.

(Code 1969, § 9-28; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-52. Additional licensing requirements of qualifying organization.

In addition to compliance with the requirements set forth in the initial application, any applicant selected to receive a license shall comply with the following requirements within 30 days of receiving notice that the qualifying organization was approved for issuance of the license. The fire code official may allow additional time for the qualifying organization to comply with any additional requirement contained in this subsection, for good cause shown. Failure to comply with the following additional requirements set forth in this section within the time frame established by the fire code official shall

result in forfeiture of the right to receive a license; provided that if fewer than ten applications are received in any year an applicant who has forfeited the right to receive a license under this section may submit a new application. The additional requirements are:

- (1) *License fee.* A qualifying organization approved for issuance of a license to sell consumer fireworks within the city shall submit payment of a non-refundable license fee to the fire code official.
- (2) *Proof of state permit required.* Proof of a valid state permit issued by the state department of public safety for the retail sale of consumer fireworks shall be provided to the fire code official.
- (3) *Proof of insurance required.* The applicant shall provide to the fire code official proof of general liability insurance in the amount of not less than \$1,000,000.00 per occurrence and a \$2,000,000.00 aggregate limit and covering liabilities arising from the retail sale of fireworks during the term of the coverage. The amount of the insurance shall not be subject to reduction of the aggregate limit as a result of occurrences at locations not operated by the qualifying organization.
- (4) *Proof of city business license required.* In addition to the license to sell consumer fireworks required herein, the qualifying organization shall also obtain a business license from the city. (Code 1969, § 9-29; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-53. Operational requirements of stand.

(a) *Fireworks sold from temporary stands or structures.* Fireworks may be sold only from temporary stands or structures. Any such stand shall comply with the provisions of the currently adopted building and fire code relative to temporary structures and a certificate of occupancy shall be obtained prior to opening. In addition, such stand shall comply with the following requirements:

- (1) A minimum 44-inch-wide, unobstructed aisle running the length of the stand, inside and behind the sales counter shall be provided.
- (2) Each stand up to 24 feet in length or width must have at least two exits. Each stand in excess of 24 feet must have at least three exits. Exit locking devices, if any, shall be easily released from the inside without special knowledge, key or effort.

(b) *Setup and removal of stand.* No licensed stand or allowed signage may be set up before June 27 of the licensed year. It shall be the duty of the licensee to completely remove the stand and allowed signage, and to clear the site where such stand and signage were erected of all debris and trash on or before 5:00 pm on July 7 of the same year.

(c) *Sale from public property prohibited.* Fireworks shall not be sold or advertised for sale from any street, alley, sidewalk, or other public property within the corporate limits of the city.

(d) *Sign limits.* Signage for any fireworks stand granted a license to operate within the city is exempt from the sign regulations contained in the zoning code; however, such signage shall comply with the requirements of this article. It shall be unlawful for any licensee to display more than one sign advertising the sale of fireworks; provided, such sign may contain advertising on both of its two sides. The size of one side of the sign shall not exceed eight feet by four feet.

(e) *Licensee to display sign on premises regarding prohibitions and restrictions.* Each licensee shall obtain and display in at least four conspicuous places inside the stand, a sign or placard, printed in bold letters not smaller than one inch in height, the following:

SHOOTING OF FIREWORKS IS PROHIBITED ON RAYTOWN PARKS AND OTHER PUBLIC PROPERTY AND IN BUSINESS DISTRICTS. CONSUMER FIREWORKS MAY ONLY BE SOLD AND DISCHARGED DURING THE FOLLOWING TIMES:

Sold between 6:00 a.m. on June 29 and 10:00 p.m. on July 4.

Discharged on July 4 between the hours of 10:00 a.m. and 11:00 p.m., except if July 4 is on a Sunday the earliest time for discharge is 12:00 noon.

BOTTLE OR STICK ROCKETS, MISSILES AND ROMAN CANDLES ARE PROHIBITED FROM BEING SOLD OR DISCHARGED AT ANY TIME WITHIN THE CITY OF RAYTOWN

(f) *Licensee to display no smoking signs.* One or more signs reading "FIREWORKS—NO SMOKING" shall be displayed at each entrance and/or exit to the stand. The text on such sign shall be not less than four inches in height.

(g) *Distribution of list of restrictions.* Each licensee shall provide with each sale a printed form listing the restrictions and safety practices involving discharge of fireworks. An original of such form will be provided to licensee by the fire code official. Copies shall be made at the expense of the licensed seller and shall be distributed at the time of and with each sale. Failure to distribute a copy of such form will be a cause for revocation of the license.

(h) *Nontransferability of license.* Any license granted hereunder is personal to the qualifying organization as the applicant and nontransferable. The sale of fireworks or operation of a stand for the sale of fireworks by a person other than the license holder shall void the license and render the licensee ineligible to submit an application for a period of five years.

(i) *Compliance with other rules, regulations and laws.* A qualifying organization holding a license to sell consumer fireworks shall at all times comply with RSMo ch. 320, 11 CSR 40-3.010, CPSC 16 CFE, parts 1500—1507, DOT 49 CFR, parts 100—178, the Fire Code and all other applicable ordinances and codes of the city.

(Code 1969, § 9-30; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-54. Unlawful acts involving sale and retail display of consumer fireworks.

(a) It shall be unlawful to sell or attempt to sell any fireworks to children under the age of 16 years except when such child is in the presence of parent, guardian or other adult over the age of 25 years.

(b) It shall be unlawful for any person under the age of 16 years to sell fireworks or work in a stand or other premises where fireworks are stored, sold, or offered for sale, unless supervised by an adult.

(c) It shall be unlawful to sell fireworks from a car, truck or trailer or in any other manner or location except from a stand licensed to sell fireworks pursuant to this article.

(d) It shall be unlawful to permit the presence of lighted cigars, cigarettes, pipes, or any other open flame within 25 feet of where fireworks are stored or offered for sale.
(Code 1969, § 9-31; Ord. No. 5308-09, § 1, 3-3-2009)

Sec. 20-55. Special fireworks permit.

(a) *Issuance.* The fire code official may issue a permit for supervised public display of special fireworks by a jurisdiction, fair association, amusement parks, other organizations or for the use of special fireworks by artisans in the pursuit of their trade. Every such use or display shall be handled by a competent operator approved by the fire code official, and shall be of such character and so located, discharged or fired so as, in the opinion of the fire code official after proper investigation, not to be hazardous to property or endanger any person. Such permit shall be issued upon written application to the fire code official with a copy provided to the building official. Such application shall be in such form as the fire code official deems appropriate.

(b) *Contents of application.* The special fireworks permit application shall contain the following:

- (1) The name of the sponsor, if any, of the display and the name of the person or persons operating the display.
- (2) The date and time of day at which the display is to be held.
- (3) The exact location planned for the display.
- (4) A description setting forth the age, experience, residence, and physical characteristics of the person or persons operating the display.
- (5) The number and kinds of fireworks to be displayed.
- (6) The manner and place of the storage of such fireworks within the city.
- (7) A diagram or sketch of the grounds on which the display is to be held, showing the point at which the fireworks are to be discharged, the location of all buildings, streets and other lines of communication, the lines behind which the public will be restrained, and the location of all nearby trees, telegraph or telephone lines or other overhead obstructions.

(c) *Insurance.* Before a permit shall be issued for a public display of special fireworks, the applicant shall provide to the city clerk proof of general liability insurance in the amount of not less than \$1,000,000.00 per occurrence and a \$2,000,000.00 aggregate limit and covering liabilities arising from the retail sale of fireworks during the term of the coverage. The amount of the insurance shall not be subject to reduction of the aggregate limit as a result of occurrences at locations not operated by the qualifying organization.

(Code 1969, § 9-32; Ord. No. 5308-09, § 1, 3-3-2009)

CITY OF RAYTOWN
Request for Board Action

Date: June 1, 2018
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Bill No.: 6469-18
Section No.: IV-A

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____



Analysis: This item was first brought to the Board of Aldermen as a discussion item by Alderman Steve Meyers. At that time, the item was referred to the Municipal Committee to study the issue and bring back a recommendation to the Board of Aldermen for consideration.

There will also need to be amendments made to Resolution R-1422-04, originally adopted on June 15, 2004, which established Rules of Procedure for public comments before the Board of Aldermen. A draft copy of a Resolution is attached and will be brought forward for consideration at the June 20, 2018 Board of Aldermen meeting after the second reading of this Bill is performed.

The Municipal Committee recommended the following:

Alderman Ward, seconded by Alderman Black made a motion to amend Ordinance 2996-86, Section 2-495 by substituting the word “address” with the phrase “city of residence”. The motion was approved by a vote of 4-0-1.

Attachments: Municipal Committee meeting draft minutes and information supplied in the Municipal Committee meeting packet.

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, RELATING TO ADDRESSING THE BOARD

WHEREAS, the Board of Aldermen find that it is in the best interest of the citizens of the City of Raytown to amend Chapter 2, Article IV as provided herein;

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

SECTION 1 – AMENDMENT OF CITY CODE. Chapter 2 of the Raytown City Code shall be amended as follows:

Sec. 2-495. – Addressing the board.

- (b) Procedure. Each person addressing the board shall step up to the microphone provided for the use of the public and give his name and ~~city of residence address~~ in an audible tone of voice for the record, state the subject he wishes to discuss, and state whom he is representing if he represents an organization or other persons. All remarks shall be addressed to the board as a whole and not to any member thereof. No person other than members of the board and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the board, without the permission of the presiding officer. No question may be asked a board member or a member of the city staff without the permission of the presiding officer.

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____ day of June, 2018

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

George E. Kapke, City Attorney

A RESOLUTION AMENDING RESOLUTION R-1422-04 REGARDING ESTABLISHING RULES OF PROCEDURE FOR PUBLIC COMMENT BEFORE THE BOARD OF ALDERMEN

WHEREAS, the Board of Aldermen of the City of Raytown, in Section 2-495 of the Code of Ordinances, has recognized that in order to enhance the concept of effective and democratic government, it is essential that a legislative body exercise the power to preserve order and decorum during legislative meetings so that the true deliberate process will not be disturbed; and

WHEREAS, the Board of Aldermen desires to adopt rules of procedure governing public comment before the Board of Aldermen.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, as follows:

Section 1. *Applicability.* The provisions of this resolution shall apply to general public comment before the Board of Aldermen and to public comment in public hearings before the Board of Aldermen, except public hearings required by the provisions of Section 89.050 of the Missouri Statutes and/or the provisions of the Zoning Regulations of the City of Raytown.

Section 2. *Role of the Presiding Officer.* The presiding officer of the Board of Aldermen shall chair the public meetings to hear public comments in an orderly and efficient manner and shall use a gavel to maintain order if necessary. The presiding officer will call for public comment when it appears in the order of business on an agenda.

Section 3. *Public Comment in the Order of Business.* An opportunity for public comment will appear on agendas for regularly scheduled meetings and may appear on the agenda for a work session or special meeting at the discretion of the presiding officer. After an ordinance has had its second reading, and prior to the vote by the Board of Aldermen, either the Mayor or an Alderman may call one person from the audience to comment on the ordinance while the item is being considered. A person who is called from the audience to comment under this Section may only provide facts that he or she knows first-hand. Second-hand information will not be permitted. The time limits specified in this resolution shall apply.

Section 4. *Who may appear.* Any person may give public comment, either individually or as a representative of an organization, at the time when "Public Comment" appears in the order of business on an agenda.

Section 5. *Procedure for Public Comments.* Persons wishing to speak in "Public Comment" are asked to sign in with their name and ~~city of residence address~~ prior to the meeting. Signing in is not a prerequisite to speaking. The presiding officer shall first call those persons who have signed in to speak, in the order they signed in. Any other person wishing to speak may follow.

Section 6. At the time for public comment, the presiding officer shall ask persons wishing to speak to step to the podium. Any person who speaks is required to give his or her name and ~~city of residence address~~, and if appearing on behalf of a group or organization, the name of the group or organization. Speaking from the audience is not permitted. A person must be at the podium and recognized by the presiding officer prior to speaking. Only one person shall speak at a time. Comments should be directed to the Mayor and Board of Aldermen as a body and not to any individual person.

Section 7. *Time Limitations for Public Comment.* Comments by persons are limited to ~~three (3) five (5) minutes for individuals and ten (10) minutes to persons representing a group of three or more individuals.~~ **three (3)** minutes for individuals and ten (10) minutes to persons representing a group of three or more individuals. The presiding officer may permit the comments to continue after the time limits but, should also give guidance to the speaker to wrap up their comments. A question and answer period is not included in the speaker's time limit. An individual shall have one opportunity per meeting to make their comments; repeated trips to the podium are not permitted. If public comments continue for more than thirty (30) minutes, remaining public comments may be carried over to a later time in the meeting at the discretion of the presiding officer.

Section 8. *Subject of Comments.* Comments shall be limited to city business, i.e. issues within the Board of Aldermen's control. Comments shall be limited to issues appearing before the Board of Aldermen on that agenda or issues of general interest in the community. No person shall use public comment as an opportunity to speak regarding matters currently under the jurisdiction of the municipal court. No person shall use public comment as an opportunity to advertise any personal business, phone number, website, or email address, unless such information is specifically requested by a member of the Board of Aldermen or the Mayor. No person shall use public comment as an opportunity to make a personal attack against an elected official or any other person. Persons who have a question or complaint about City services should address their questions or complaints first by talking privately with the appropriate City Department, second by talking privately with the City Administrator and then by addressing the Board of Aldermen only if Staff has not resolved the question or complaint.

Section 9. *Conduct of the Board of Aldermen.* Members of the Board of Aldermen shall not interrupt a person speaking in public comment. Members of the Board of Aldermen may, when the speaker is finished and upon being recognized by the presiding officer, ask for clarification or respond to a speaker's comments. Members of the Board of Aldermen shall allow a speaker to finish before conducting any question and answer period.

Section 10. *Enforcement.* The presiding officer is responsible for enforcing the provisions of this resolution. Persons who disrupt the public meeting may be removed.

Section 11. That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Section 12. That this resolution shall be in full force and effect from and after the date of its passage and approval.

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

THAT all resolutions or parts of resolutions in conflict with this resolution are hereby repealed; and

FURTHER THAT this resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the _____ day of June, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

George E. Kapke, City Attorney

DRAFT

**DRAFT
MINUTES
Municipal Committee
May 15, 2018
6:00 p.m.
City Hall Council Chambers**

Alderman Bill Van Buskirk, committee chair, opened the meeting.

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

Present: Alderman Karen Black, Alderman Mark Moore, Alderman Bill Van Buskirk, Alderman Derek Ward, Alderman Jim Aziere (arrived during Discussion Item 1).

DISCUSSION ITEMS

1) Public Comments Procedures

Teresa Henry, City Clerk

Teresa Henry, City Clerk, and Damon Hodges, Interim Co-City Administrator, remained available for any discussion.

Public comments procedures were discussed.

The function of the Municipal Committee was clarified.

Alderman Ward, seconded by Alderman Black, made a motion to recommend amending Ordinance 2996-86, Section 2-495, by substituting the word "address" with the phrase "city of residence". The motion was approved by a vote of 4-0-1.

Ayes: Aldermen Ward, Black, Moore, Van Buskirk

Nays: None

Absent: Alderman Aziere

Discussion continued, focusing on the time limit for speakers.

Alderman Aziere arrived.

Alderman Black, seconded by Alderman Moore, made a motion to recommend amending Resolution 1422-04, Section 7, to allot a 3-minute time limit for each Public Comments speaker with no extra time allotted for group representatives. The motion was approved by a vote of 4-0-1.

Ayes: Aldermen Black, Moore, Van Buskirk, Ward

Nays: None

Abstain: Alderman Aziere

2) Fireworks Ordinance Amendment

Damon Hodges, Interim City Administrator

Chief Matt Mace, of the Raytown Fire Protection District, was present for discussion.

The current fireworks ordinance, and Alderman Ward's proposed changes, were discussed.

Alderman Van Buskirk, seconded by Alderman Black, made a motion to recommend Alderman Ward's proposed ordinance changes to the current City Ordinance to the Board of Aldermen. The motion was approved by a vote of 5-0.

Ayes: Aldermen Aziere, Black, Moore, Van Buskirk, Ward

Nays: None

3) Liquor License

Missy Wilson, Interim City Administrator

This item was not discussed and was continued to the next Municipal Committee meeting.

Adjournment

Alderman Van Buskirk made a motion to adjourn. The motion was approved by a majority of those present.

Next Meeting Date and Time – June 19, 2018, 6:00 p.m.

BOA MTG 5/1/2018

Teresa:

Could you please add to a future meeting agenda?

This will be to re-visit the discussion and give staff possible direction regarding revisions to the Public Comments Resolution # 1422-04.

ANTICIPATED AREAS OF DISCUSSION:

- **Allotted time limits of speakers/groups.**
- **Prioritization and qualifying guidelines.**
- **Format changes including separate time allotments over course of meeting.**

Also, if you could please include all related previous furnished material relating to other communities' practices regarding their public comment procedures, that would be greatly appreciated.

Regards,

Steve Meyers,

Alderman Ward 4

Teresa Henry

From: Alderman Steve Meyers
Sent: Friday, March 2, 2018 10:35 AM
To: GoverningBody; Teresa Henry; Tom Cole
Subject: Public Comments Info

Teresa,

If you could please include on the 3/6 BOA Agenda a discussion item regarding possible Board input and future procedure changes regarding the present guidelines and conditions regarding public comments I would appreciate it.

Also if you could include the previous procedures of other researched communities you compiled in our packet once again that would be appreciated.

Thanks for your ongoing efforts and have a pleasant weekend!

Steve Meyers,
Alderman Ward 4

Public Comments Survey

Municipality	Address Required	Time Limit	Procedure	Additional Comments	Attachment	Time Limit
Clinton, Missouri Kelly Harrelson 660-885-6121 kharrelson@cityofclintonmo.com	Yes - Name and Address	3 minutes	A request to speak card is completed and turned into the City Clerk before the meeting and the Clerk calls the names of the speaker and they come to the podium.	Speaker Card asks for speaker's name and address. Not sure what they'd do if someone said "No" to sharing address, b/c that's never happened. Sometime people do not fill in address, and it's okay because they only use it for following up when necessary.	Speaker Card	
Camdenton, Missouri Renee Kingston 573-346-3600 reneek@camdentoncity.com	Yes - Names and Address	5 minutes	Fill out speaker card before meeting, and receive card with public comment rules.	Speakers are required to give their name and address on the microphone. Mayor does encourage them to pick a spokesperson from amongst themselves if there are several there for the same subject.	Speaker Card and Rules	
Grandview, Missouri Becky Schimmel 816-316-4811 bschimmel@grandview.org	Yes - Name and Address	5 minutes	Speakers must state their name and address and give their comment. They then sign their name, address, and phone number on the comments sheet after speaking.	They do require the name and address be stated on the microphone. No one has been reluctant or refused to state this information in her 10 years with the City.		
Neosho, Missouri Rachel Holcomb (Rachel on maternity leave 1/31/2018, Georgia filling in) 417-451-8050 rholcomb@neoshomo.org	Yes - Name and Address	5 Minutes	Sign in sheet before meeting with name and address	Mayor reads name and address and invites speaker to microphone. Sometimes they repeat the info, sometimes they don't, but Mayor has stated it on the record either way.		
Florissant, Missouri Karen Goodwin 314-839-7630 kgoodwin@florissantmo.com	??	3 minutes	Speaker Card to City Clerk	Not a question and answer period	Speaker Card	
Kirkwood, Missouri Betty Montano 314-822-5802 montanbk@kirkwoodmo.org	Yes - Name and Address	No real time limit, except during controversial meetings with lots of speakers	Speaker Card, with name and address filled out prior to start of meeting. They are called up but no address is read out loud and they are not required to state it (it will be included in the minutes).	Name and Address are listed in the minutes for all meetings.	Speaker Card	

Public Comments Survey

Municipality Address Required Time Limit Procedure Additional Comments Attachment Time Limit

Verona, Missouri
 Julie Ruscha
 417-498-6725
 verona@suddenlinkmail.com

Any person wishing to be added to the agenda to address the City Council must first request this in writing (Request to Speak to City Council Form). This form is submitted to the Mayor or the City Clerk by Wednesday at 5:00 pm preceding the Tuesday Council Meeting.

5-10 Minutes, extra time is allowed at Mayor's discretion

Sign up for public comments on Wed. before next meeting. Speakers provide name and address on this form and are added to the meeting's agenda.

Eldon, Missouri
 Fran Suttmoller
 573-392-2291 X 229
 frans@eldonmo.org

Name and address are put into the meeting minutes. They don't have to state it over the microphone, but they must provide it on paper to be added to the minutes.

no time limit

Blue Springs, Missouri
 Sheryl Morgan
 816-655-0494
 smorgan@bluespringsgov.com

Form has lines for name, address, phone. Some have questioned why but have been satisfied with response that City wants the information in case of follow up, or forming task force regarding their topic.

none, Mayor runs tight meeting and keeps most to 5 minutes.

University City, Missouri
 LaRette Resse
 314-505-8531
 lresse@ucitymo.org

Fill out Request to Address the Council Form, includes name, address, and agenda item they are speaking on.

5 minutes for both individual or group

Speaker Card

Olivette, Missouri
 Myra Bennett
 314-983-5280
 mbennett@olivettermo.com

2 sections for public comments. First section at beginning of meeting is for comments on agenda items. Second section is at end of meeting and is for other comments.

Submit completed speaker card with name, address, contact information and topic to be discussed.

3 Minutes

Speaker Card and Rules

Belton, Missouri
 Patti Leaford
 816-331-4331
 pleaford@belton.org

You can show up without having signed up, and may ask to speak to the Board, but the Mayor will decide if speaker is allowed to give comment.

Must sign up and be added to agenda by Thursday prior to next meeting. Preference given to speakers on agenda.

5 Minutes

Public Comments Survey

Municipality Address Required Time Limit Procedure Additional Comments Attachment Time Limit

2 public comment sections:
Section 1, at start of meeting and requires sign up on the schedule by 12pm on Friday before the meeting.

Section 2, at the end of the meeting, and requires no sign up. Board listens and does not reply to Section 2 speakers. Speakers in both sections must give their name and home address over the microphone for the record.

2 sections for comments. One at start of meeting, and one at end of meeting.

Raymore, Missouri
Jeanie Woerner
Jwoerner@raymore.com
816-892-3011

Yes - Name and Address 3 Minutes

Gladstone, Missouri
Ruth Bocchino
816-423-4096
ruthb@gladstone.mo.us

No sign in. Mayor asks for speakers and invites them to the podium to share their comments.

Public comments section is the first item on the regular agenda.

No Form

Yes - Name and Address no time limit

Platte City, Missouri
Amy Edwards
816-858-3716
aedwards@plattcity.org

Parkville, Missouri
Melissa McChesney
816-741-7676
mmchesney@parkvillemo.org

Yes - Name and Address 3 Minutes

Sign in sheet before meeting.

10 minutes is allotted for the entire public comments section. The Mayor asks how many speakers have signed up and divides the time amongst and some speakers choose not to speak.

Sign up before start of meeting. Asked to provide name and home address, but not required to say.

Lee's Summit, Missouri
Trisha Fowler Arcuri/Denise Chisum
969-1005
Trisha.FowlerArcuri@cityoflls.net

10 minutes for entire public comments section.

No - asked for, but not required

Odessa, Missouri
Peggy Eoff
816-230-5577
peoff@cityofodessamo.com

Speakers can come to Clerk to be added to agenda, or can speak during public comments portion of meeting without signing up prior to the meeting.

Yes - Name and Address No

Public Comments Survey

Municipality

Address Required

Time Limit

Attachment

Time Limit

Grain Valley, Missouri
Theresa Osenbaugh
816-847-6211
tosenbaugh@cityofgrainvalley.org

Yes - Name and Address

2 Minutes

Procedure
No registration prior to meeting. Speakers may approach the podium during the Public Comments section of the meeting.

Additional Comments
If a speaker forgets to provide name or address before speaking, they are asked to state that information on the record after speaking.

Oak Grove, Missouri
Cathy Smith
816-690-3773 x 1004
csmith@cityofoakgrove.com

Yes - Name and Address

No

Procedure
Speakers must submit letter requesting to be added to the agenda by the Wednesday prior to the meeting.

Additional Comments
Letter must include information on the topic they want to address. If the topic can be handled outside of the meeting, the City Administrator and Mayor can choose not to include them on the agenda and instead work with them directly.

Springfield, Missouri
Anita Cotter
417-864-1651
acotter@springfieldmo.gov

Kansas City, Missouri
Marilyn Sanders
816-513-6401
Marilyn.Sanders@kcmo.org

Yes - Name and Address

Varies by committee/council meeting and number of people signed up.

Procedure
Each committee and Board has their own protocol. Some have registration cards, others have sign in sheets, but all require name and address on the record

Riverside, Missouri
Robin Kincaid
816-372-9008
rkincaid@riversidemo.com

Yes - but only have to report it to the clerk

5 Minutes

Procedure
No formal system. Mayor asks if anyone would like to comment during that portion of the agenda, and people come up to speak.

Smithville, Missouri
Linda Drummond
816-532-3897
ldrummond@smithvillemo.org

Yes - Name and Address

3 Minutes

Procedure
sign up cards are filled out and turned in prior to the meeting.

Additional Comments
Speakers always give name and address on the record.

RESOLUTION NO. 1422-04

1 A RESOLUTION ESTABLISHING RULES OF PROCEDURE FOR PUBLIC
2 COMMENT BEFORE THE BOARD OF ALDERMEN.
3

4 WHEREAS, the Board of Aldermen of the City of Raytown, in Section 2-39 of the Code
5 of Ordinances, has recognized that in order to enhance the concept of effective and democratic
6 government, it is essential that a legislative body exercise the power to preserve order and
7 decorum during legislative meetings so that the true deliberate process will not be disturbed; and
8

9 WHEREAS, the Board of Aldermen desires to adopt rules of procedure governing public
10 comment before the Board of Aldermen.
11

12 Now therefore, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF
13 RAYTOWN, MISSOURI, as follows:

14 Section 1. *Applicability.* The provisions of this resolution shall apply to general public
15 comment before the Board of Aldermen and to public comment in public hearings before the
16 Board of Aldermen, except public hearings required by the provisions of Section 89.050 of the
17 Missouri Statutes and/or the provisions of the Zoning Regulations of the City of Raytown.

18 Section 2. *Role of the Presiding Officer.* The presiding officer of the Board of Aldermen
19 shall chair the public meetings to hear public comments in an orderly and efficient manner and
20 shall use a gavel to maintain order if necessary. The presiding officer will call for public
21 comment when it appears in the order of business on an agenda.

22 Section 3. *Public Comment in the Order of Business.* An opportunity for public
23 comment will appear on agendas for regularly scheduled meetings and may appear on the agenda
24 for a work session or special meeting at the discretion of the presiding officer. After an ordinance
25 has had its second reading, and prior to the vote by the Board of Aldermen, either the Mayor or
26 an Alderman may call one person from the audience to comment on the ordinance while the item
27 is being considered. A person who is called from the audience to comment under this Section
28 may only provide facts that he or she knows first-hand. Second-hand information will not be
29 permitted. The time limits specified in this resolution shall apply.

30 Section 4. *Who may appear.* Any person may give public comment, either individually
31 or as a representative of an organization, at the time when "Public Comment" appears in the order
32 of business on an agenda.

33 Section 5. *Procedure for Public Comments.* Persons wishing to speak in "Public
34 Comment" are asked to sign in with their name and address prior to the meeting. Signing in is
35 not a prerequisite to speaking. The presiding officer shall first call those persons who have
36 signed in to speak, in the order they signed in. Any other person wishing to speak may follow.

RESOLUTION NO. 1422-04

1 Section 6. At the time for public comment, the presiding officer shall ask persons
2 wishing to speak to step to the podium. Any person who speaks is required to give his or her
3 name, address, and if appearing on behalf of a group or organization, the name of the group or
4 organization. Speaking from the audience is not permitted. A person must be at the podium and
5 recognized by the presiding officer prior to speaking. Only one person shall speak at a time.
6 Comments should be directed to the Mayor and Board of Aldermen as a body and not to any
7 individual person.

8 Section 7. *Time Limitations for Public Comment.* Comments by persons are limited to
9 five (5) minutes for individuals and ten (10) minutes to persons representing a group of three or
10 more individuals. The presiding officer may permit the comments to continue after the time
11 limits, but should also give guidance to the speaker to wrap up their comments. A question and
12 answer period is not included in the speaker's time limit. An individual shall have one
13 opportunity per meeting to make their comments; repeated trips to the podium are not permitted.
14 If public comments continue for more than thirty (30) minutes, remaining public comments may
15 be carried over to a later time in the meeting at the discretion of the presiding officer.

16 Section 8. *Subject of Comments.* Comments shall be limited to city business, i.e. issues
17 within the Board of Aldermen's control. Comments shall be limited to issues appearing before
18 the Board of Aldermen on that agenda or issues of general interest in the community. No person
19 shall use public comment as an opportunity to speak regarding matters currently under the
20 jurisdiction of the municipal court. No person shall use public comment as an opportunity to
21 advertise any personal business, phone number, website, or email address, unless such
22 information is specifically requested by a member of the Board of Aldermen or the Mayor. No
23 person shall use public comment as an opportunity to make a personal attack against an elected
24 official or any other person. Persons who have a question or complaint about City services
25 should address their questions or complaints first by talking privately with the appropriate City
26 Department, second by talking privately with the City Administrator and then by addressing the
27 Board of Aldermen only if Staff has not resolved the question or complaint.

28 Section 9. *Conduct of the Board of Aldermen.* Members of the Board of Aldermen
29 shall not interrupt a person speaking in public comment. Members of the Board of Aldermen
30 may, when the speaker is finished and upon being recognized by the presiding officer, ask for
31 clarification or respond to a speaker's comments. Members of the Board of Aldermen shall allow
32 a speaker to finish before conducting any question and answer period.

33 Section 10. *Enforcement.* The presiding officer is responsible for enforcing the
34 provisions of this resolution. Persons who disrupt the public meeting may be removed.

35 Section 11. That all resolutions or parts of resolutions in conflict with this resolution are
36 hereby repealed.

RESOLUTION NO. 1422-04

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Section 12. That this resolution shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read, and upon final vote taken the 15 day of June, 2004 was approved by the Board of Aldermen of the City of Raytown, Jackson County, Missouri upon the following vote:

Alderman	Aye	Nay	Absent/Abstain
Brown			
Walters			
Aziere			
Wiley			
Kinman			
Melson			
Schlapia			
Hartwell			
Knabe			
Fleming			
Tie Vote: Mayor Frank			

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Teresa M. Newton
Teresa Newton, City Clerk

APPROVED BY THE MAYOR the _____ day of _____, 2004.
Sue Frank
Sue Frank, Mayor

ATTEST:
Teresa M. Newton
Teresa Newton, City Clerk

Approved as to Form:
Joanne L. Graham
Joanne L. Graham, City Attorney

Sponsor(s): Special Committee of the Board

RESOLUTION NO. 1422-04

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6 government, it is essential that a legislative body exercise the power to preserve order and
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RESOLUTION NO. 1422-04

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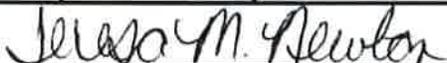
RESOLUTION NO. 1422-04

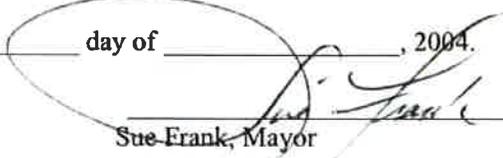
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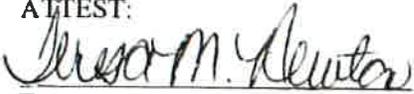
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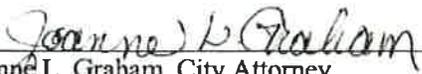
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Alderman	Aye	Nay	Absent/Abstain
Brown			
Walters			
Aziere			
Wiley			
Kinman			
Melson			
Schlapia			
Hartwell			
Knabe			
Fleming			
Tie Vote: Mayor Frank			


Teresa Newton, City Clerk

APPROVED BY THE MAYOR the 15 day of June, 2004.

Sue Frank, Mayor

ATTEST:

Teresa Newton, City Clerk

Approved as to Form:

Joanne L. Graham, City Attorney

Sponsor(s): Special Committee of the Board

2996-86

BILL NO. 3570-8 ORDINANCE NO. 2996-86 SECTION NO. IV-

AN ORDINANCE REPEALING SECTION 2-39, RENUMBERING SECTION 2-40 AND ENACTING SECTIONS 2-40 THROUGH 2-48 REGARDING DECORUM AT MEETINGS OF THE BOARD OF ALDERMEN.

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

(1) That Section 2-39 of the Code of Ordinances of the City of Raytown, Missouri, hereinafter referred to as the Code, is hereby repealed.

(2) That Section 2-40 of the Code is hereby repealed.

(3) That Sections 2-39 through 2-45 of the Code are hereby enacted to read as follows:

Section 2-39. Short, title, purpose.

Sections 2-40 through 2-44 shall be known as the Board of Aldermen Decorum Ordinance.

The Board of Aldermen of the City of Raytown recognizes that in order to enhance the concept of effective and democratic government, it is essential that a legislative body exercise the power to preserve order and decorum during legislative meetings, so that the true deliberate process will not be disturbed. For this purpose, the Board of Aldermen Decorum Ordinance is adopted. It is the intention of the Board that, to the extent practicable, all legislation coming before it shall be studied and considered by the appropriate committee of the Board. Notice of such committee meetings shall be given in accordance with Section 2-30. Free and open public participation at the meetings of the committees of the Board shall be allowed and encouraged.

Section 2-40. Definitions.

(a) "Resident" means any person having a domicile or place of business within the City of Raytown, Missouri, or who is a taxpayer thereof.

(b) "Clerk" means the City Clerk of the City of Raytown, Missouri.

Section 2-41. Presiding Officer.

The Presiding Officer shall exercise the power to preserve strict order and decorum at all meetings of the Board of Aldermen.

Section 2-42. Presentations to the Board of Aldermen.

(a) Notice. The Clerk shall make public on Friday before the Board meeting an agenda containing all business to be discussed at the next regular meeting of the Board of Aldermen.

(b) Agenda. any person wishing to address the Board may submit to the Clerk a written request that such topic be placed on the agenda. Preceding the convening of the meeting. Copies of the request will be furnished to each Alderman. The Presiding Officer shall have the power to place or refuse to place such additional topics on the agenda. Any matter not submitted to the Clerk in an timely manner, as set forth in this Section may be considered and acted on by the Board if a majority of the Council members present and voting vote to consider the matters.

(c) Special Meetings. To the extent possible, and whenever it is apparent that an agenda item will generate widespread public interest, a special session of the Board of Aldermen will be scheduled and publicized. Participation by all persons attending the special session will be encouraged.

(d) Voting.

(1) Change of vote. A member of the Board of Aldermen voting on any motion, issue or question shall have the right to change his vote thereon at any time prior to the declaration by the presiding officer of the Board of the final vote upon said motion, question or issue. After such declaration by the presiding officer a member shall be allowed to change his vote only pursuant to a motion to reconsider.

(2) Members leaving the chambers during meetings. The Mayor and all Aldermen are encouraged to remain in their designated places during the meeting unless a recess is called by the presiding officer. The Mayor should consider not taking a vote during a member's absence from his/her chair.

Section 2-43. Decorum.

(a) Recognition by Presiding Officer. No person shall address the Board without first being recognized by the Presiding Officer.

(b) Procedure. Each person addressing the Board shall step up to the microphone provided for the use of the public and give his name and address in an audible tone of voice for the record, state the subject he wishes to discuss and state whom

he is representing if he represents an organization or other persons. All remarks shall be addressed to the Board as a whole and not to any member thereof. No person other than members of the Board and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Board, without the permission of the Presiding Officer. No question may be asked a Board member or a member of the City staff without the permission of the Presiding Officer.

(c) Spokesman for Group of Persons. In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Board on the same subject matter, it shall be proper for the Presiding Officer to recommend that a spokesman be chosen by the group to address the Board and, in case additional matters are to be presented by any other member of said group, to limit the number of such persons addressing the Board.

Section 2-44. Separability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not effect the validity of the remaining portions thereof.

PASSED, APPROVED, and ADOPTED this

2 day of September

1986.

William J. Kon
MAYOR

ATTEST:

RR
CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

Robt L. Nicks
CITY ATTORNEY

Sponsor: Scott

Department: All

**CITY OF RAYTOWN
Request for Board Action**

Date: May 30, 2018

Resolution No.: R-3097-18

To: Mayor and Board of Aldermen

From: Missy Wilson, Assistant City Administrator

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Approve a services agreement with Cochran Head Vick & Co., P.C. for accounting services in an amount not to exceed \$60,000.00 and amend fiscal year 2017-2018 budget.

Analysis: During the City's search for a Finance Director it is necessary to have a service agreement with Cochran Head Vick & Co., P.C. who will be able to conduct consulting, supervisory, support and oversight services in the Finance Department.

Budgetary Impact:

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

FROM:

101.42.00.100.51102

\$60,000.00

Civilian Employees

TO:

101.42.00.100.52250

\$60,000.00

Professional Services

Additional Reports Attached: Agreement

A RESOLUTION AUTHORIZING AND APPROVING A SERVICES AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND COCHRAN HEAD VICK & CO., P.C. FOR ACCOUNTING SERVICES IN AN AMOUNT NOT TO EXCEED \$60,000.00 FOR FISCAL YEAR 2017-2018 AND AMENDING THE FISCAL YEAR 2017-2018 BUDGET

WHEREAS, the City has been utilizing Cochran Head Vick & Co., P.C. for accounting services in the absence of a Finance Director; and

WHEREAS, pursuant to Resolution R-3031-17, the Fiscal Year 2017-2018 Budget was approved; and

WHEREAS, it is necessary to amend the Fiscal Year 2017-2018 Budget; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to continue utilizing the services of Cochran Head Vick & Co., P.C. to perform accounting services in a total amount not to exceed \$60,000.00; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to amend the Fiscal Year 2017-2018 Budget;

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

THAT, an agreement by and between the City of Raytown and Cochran Head Vick & Co., P.C. for accounting services in an amount not to exceed \$60,000.00 for fiscal year 2017-2018, is hereby authorized and approved; and

FURTHER the Fiscal Year 2017-2018 budget approved by Resolution R-3031-17 is hereby amended as follows:

FROM:	TO:
101.42.00.100.51102	101.42.00.100.52250
\$60,000.00	\$60,000.00
Civilian Employees	Professional Services

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 5th day of June, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

George E. Kapke, City Attorney



COCHRAN HEAD VICK & CO., P.C.

& Co

Certified Public Accountants

March 26, 2018

1251 NW Briarcliff Pkwy
Suite 125
Kansas City, MO 64116
(816) 453-7014
Fax (816) 453-7016

City of Raytown, Missouri
Attention: Tom Cole, City Administrator
10000 East 59th Street
Raytown, Missouri 64133

Other Offices in
Missouri and Kansas

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for the City of Raytown, Missouri "the City". We understand these services will begin upon the City's acceptance of this engagement letter and continuing until are services are no longer requested by the City.

CHV will make Michael D. Keenan, CPA, available to conduct consulting, supervisory, support and oversight services described herein, which include activities to address any requests provided by the City regarding reviews and approvals, accounting processes and procedure monitoring, and other financial related matters.

The services shall specifically include, but shall not be limited to:

- Providing supervision and review of the City's payroll and cash disbursement cycles.
- Providing supervision, review, and assistance with the monthly and/or quarterly journal entries, invoices, financial statements, and other related matters.
- Providing supervision, review and assistance with monitoring budget results in the current year and development of the 2018-2019 Budget.
- Providing assistance in preparing for and attending meetings as determined necessary by the City Administrator.

Mr. Keenan and City personnel will coordinate the timing of scheduling these services contemplated under this Engagement Letter. It is anticipated that that such services will range between 40 and 80 hours per month.

During our engagement we may suggest changes to certain controls and procedures that we believe will obtain efficiencies that will improve the accuracy and/or timeliness of financial reporting and also retain or improve the safeguarding of assets of the City.

Sent to
CHV signed

on 3.27.18
17

RESPONSE:

This letter correctly sets forth the understanding of the City of Raytown, Missouri.

By: 
Title: City Administrator
Date: 3-28-18

CITY OF RAYTOWN
Request for Board Action

Date: May 29, 2018

Resolution No.: R-3098-18

To: Mayor and Board of Aldermen

From: Dan Berry, Senior Information Systems Project Manager

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: A resolution approving the expenditure in excess of \$15,000.00 to Dell Corporation for the purchase of

1. 12 Dell Workstations
2. 2 Dell Laptop

Recommendation: Approve the resolution.

Analysis: The City utilizes an IT hardware replacement schedule, where eligibility is based upon a 5-year replacement cycle. In some cases, if equipment is failing and/or replacement of the equipment is preferable to repair, equipment may be replaced in advance of the scheduled replacement. This computer replacement program allows the city to forecast, budget and coordinate for leveraging current and newer technology, in an ever transforming business environment.

Dell provides for government pricing through government contracts. The City utilizes the pricing in the MO state store reflective of Contract # MHEC-07012015

This request was presented to the Sales Tax Oversight Committee on May 8, 2018 and was found to meet the intent of the Capital Sales Tax.

Alternatives: Not purchase the Dell hardware, warranty extension and UPS with substantial risk of equipment failure and loss of productivity and significant loss of data.

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:	\$17,608.14
Department:	Administration
Fund:	Capital Improvement Sales Tax
Account No.:	205.22.00.100.57000

Additional Reports Attached: Dell Quotes, MHEC-07012015 Contract

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF COMPUTER EQUIPMENT AND SUPPLIES FROM DELL MARKETING, L.P. OFF THE MIDWESTERN HIGHER EDUCATION COMMISSION AGREEMENT IN AN AMOUNT NOT TO EXCEED \$17,608.14 FOR FISCAL YEAR 2017-2018

WHEREAS, all departments within the City of Raytown purchase computer equipment and supplies in the normal course of business; and

WHEREAS, the City has determined that the most efficient manner in which to utilize its purchasing power to obtain such computer equipment and supplies is to utilize a purchasing conglomeration; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing goods and services through an intergovernmental purchasing agreement competitively bid for such purposes; and

WHEREAS, funds for such purpose are budgeted from the Capital Improvement Sales Tax and such expenditure has been reviewed and on May 8, 2018 was recommended by the Special Sales Tax Oversight Review 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 of Raytown to authorize and approve the expenditure of funds for the purchase of computer equipment and supplies from Dell Marketing, L.P. off the Midwestern Higher Education Commission Agreement MHEC-07012015 in an amount not to exceed \$17,608.14;

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

THAT the expenditure of funds for the purchase of computer equipment and supplies from Dell Marketing, L.P. off the Midwestern Higher Education Commission Agreement MHEC-07012015 in an amount not to exceed \$17,608.14 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated herein and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 5th day of June, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

George E. Kapke, City Attorney



Savings	\$1,789.00
Subtotal (2)	\$3,322.42
Estimated Shipping	\$0.00
	\$140.37
Estimated Tax	
Total	\$3,462.79

Details	Billing	Shipping	Payment method
<p>laptop Quote number# 1015090774412.1</p> <p>Created April 26, 2018 Expires July 25, 2018 Created by dberry@raytown.mo.us</p>	<p>Order contact Dan Berry, City of Raytown MO. Dell Contract Code: 99AGZ Customer agreement number: MHEC-07012015 Phone number: (816) 737-6070 Additional:: dberry@raytown.mo.us</p> <p>Tax exemption I am not tax exempt</p>	<p>Shipping information Dan Berry, City of Raytown MO , Administration 10000 East 59th Street, Raytown, MO, 64133 Phone number: (816) 737-6070 Additional:: dberry@raytown.mo.us</p> <p>Delivery method no charge delivery</p> <p>Trade compliance No, I will not be exporting</p>	

Items	Quantity	Unit Price	Item total
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	<p>Latitude 5490</p> <p>Discounted unit price: \$1,661.21 Dell Contract Code: 99AGZ Estimated Ship Date April 27, 2018</p>	2	\$2,555.71	\$5,111.42
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Premier discount
Catalog Number: 26 / s093I549014usr -\$1,789.00

Category	Description	Code	SKU	ID
Dell Latitude 5490	Dell Latitude 5490 BTX	5490X	[210-ANMF]	1
Processor	Intel® Core™ i7-8650U (Quad Core, 8M Cache, 1.9GHz,15W, vPro)	KRI786U	[379-BCXG]	146
Operating System	Windows 10 Pro 64bit English, French, Spanish	10P64M	[619-AHKN]	11
Office Productivity Software	Microsoft Office 30 Day Trial	16MUI	[658-BCSB]	1002
Graphics	Integrated Intel UHD 620 Graphics for i7-8650U	UU786QV	[338-BNHM]	149
Systems Management	Intel vPro™ Technology's Advanced Management Features	VPRO	[631-ABNQ]	49
Memory	16GB, 2x8GB, 2400MHz DDR4 Non-EC C	16GB2D	[370-ADHX]	3
Hard Drive	M.2 512GB SATA Class 20 Solid State Drive	512SSD	[400-AOTJ] [575-BBKU]	8
LCD	14" FHD WVA (1920 x 1080) Non-Touch Anti-Glare, Camera & Microphone, WLAN/WWAN Capable	LNFCW	[320-BCJW] [325-BCTR] [391-BDKG]	760
Keyboard	Dual Pointing English backlit Keyboard	DENGB	[583-BEHW]	4

Category	Description	Code	SKU	ID
Mouse	No Mouse Selected	NOMSE	[570-AADK]	12
Driver	Wireless Driver, 8265AC WLAN card	8265	[555-BDUH]	7
Wireless	Intel® Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2)	8265AC	[555-BDGD]	19
Mobile Broadband	No Wireless WAN Card	NOWW	[362-BBBB]	114
Primary Battery	4 Cell 68Whr ExpressCharge Capable Battery	4CSMP	[451-BBXV]	112
Power Supply	65W AC Adapter, 7.4mm Barrel	E565W	[492-BBXF]	1015
Palmrest	Dual Point Palmrest with Touch Finger print Reader, FIPS 201 Contacted Smart Card, Contactless Smart	DPFS	[346-BCOI]	55
Security Solutions	No Security Software	NOSS	[650-AAAM]	1014
Dell Data Security	Dell Encryption Personal, 1 Year	PDPE1Y	[421-9984] [954-3455]	593
Operating System Recovery Options	No Media	NOMEDIA	[620-AAOH]	200013
FGA Module	5490_1HFY19_093/US/BTS	FG0047	[998-CTTX]	572
Removable CD/DVD Drives	No Removable CD/DVD Drive	NONE	[429-AATO]	105
Cable	Power Cord, US	PWRUS	[450-AAEJ]	20
TAA	No TAA	NOTAA	[340-ACQQ]	97
Canada Ship Options	US No Canada Ship Charge	USNONE	[332-1286]	111
Diagnostic CD / Diskette	No Resource DVD	NRDVD	[430-XXYG]	50
Carrying Cases	No Carrying Case	NONE	[460-BBEX]	118
Placemat	Quick Reference Guide	PLCMT	[340-BYSS]	60
E-Star	ESTAR 6.1	ESTAR	[387-BBLZ]	122
Transportation from ODM to Region	Smart Selection Shipment	BTS	[800-BBGW]	200080
Docks & Port Replicators	No Docking Station	NONE	[452-BBSE]	271
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	EFD0C	[340-AGIK]	21
Non-Microsoft Application Software	Windows OS related Software	WIN10	[525-0131] [525-BBCL] [640-BBLW] [658-BBMR] [658-BBRB] [658-BCUV] [658-BDRV]	1003
Support Tech Sheet and Powercord	POD Label	POD	[389-BKKL]	292
Label	Regulatory Label Included	REG	[389-BEYY]	676
Processor Branding	Intel Core i7 vPRO Label for KBL-R	KRCI7SV	[389-CGJM]	749
Packaging	Smart Select MIN SHIP (DAO)	SHPMN	[340-AAPP] [340-BYSL]	465



Savings	\$7,139.80
Subtotal (28)	\$14,265.72
Estimated Shipping	\$0.00
Estimated Tax	\$602.73
Total	\$14,868.45

<p>Details</p> <p>Quote for computers Quote number# 1021668377711.1 Created April 26, 2018 Expires July 25, 2018 Created by dberry@raytown.mo.us</p>	<p>Billing</p> <p>Order contact Dan Berry, City of Raytown MO. Dell Contract Code: 99AGZ Customer agreement number: MHEC-07012015 Phone number: (816) 737-6070 Additional:: dberry@raytown.mo.us</p> <p>Tax exemption I am not tax exempt</p>	<p>Shipping</p> <p>Shipping information Dan Berry, City of Raytown MO , Administration 10000 East 59th Street, Raytown, MO, 64133 Phone number: (816) 737-6070 Additional:: dberry@raytown.mo.us</p> <p>Delivery method no charge delivery</p> <p>Trade compliance No, I will not be exporting</p>	<p>Payment method</p>
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Items	Quantity	Unit Price	Item total
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Bundle: OptiPlex 7050 Tower - Great value and in-stock for fast shipping



OptiPlex 7050 Tower - Great value and in-stock for fast shipping

9

\$1,427.14

\$12,844.26

Discounted unit price: \$927.64
Dell Contract Code: 99AGZ
Estimated Ship Date
April 27, 2018

Premier discount

-\$4,495.50

Catalog Number: 26 / s010o7050mtusr

Category	Description	Code	SKU	ID
OptiPlex 7050 MT	OptiPlex 7050 MT BTX	7050TB	[210-AKIN]	1
Processor	Intel® Core™ i7-7700 (QC/8MB/8T/3.6 GHz/65W); supports Windows 10/Linu x	I77700	[338-BKYX]	146
Operating System(s)	Windows 10 Pro 64bit English, French, Spanish	10P64M	[619-AHKN]	11
Microsoft Application Software	Microsoft Office 30 Day Trial	16MUI	[658-BCSB]	1002
Chassis Options	OptiPlex 7050 Tower with 240W up to 85% efficient Power Supply (80Plus Bronze)	MTBRNZ	[329-BDHN]	116
Video Card	AMD Radeon™ R5 430, 2GB, (DP/SL-DV I-I)	R5430UF	[490-BDIL]	6
Memory	8GB (2x4GB) 2400MHz DDR4 Memory	8G2DR4	[370-ADJQ]	3
Systems Management	Intel® vPro Technology Enabled	VPRO	[631-ABGK]	49

Category	Description	Code	SKU	ID
Hard Drive	3.5 inch 500GB 7200rpm Hard Disk Drive	500S372	[400-ANPL]	8
Additional Hard Drive	No Additional Hard Drive	NADDHD	[401-AANH]	637
Hard Drive Software	Intel® Ready Mode Technology	RMT	[631-ABGL]	707
RAID Connectivity	NO RAID	NORAID	[817-BBBN]	1009
CD ROM/DVD ROM	8x DVD+/-RW 9.5mm Optical Disk Drive	8DVDRW	[325-BBRL] [429-AAJV]	16
Optical Software	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	CW8DN	[658-BBTV]	597
Network Card	No Bcom required	NOBCOM	[555-BBKH]	13
Wireless	No Wireless LAN Card	NOWRLS	[555-BBFO]	19
Media Card Reader	No Media Card Reader Selected	NMCR	[385-BBCR]	10
Keyboard	Dell KB216 Wired Keyboard English Black	US216B	[580-ADJC]	4
Mouse	Dell MS116 Wired Mouse Black	MS116B	[275-BBBW]	12
FGA Module	7050MT_1H18_022/US/BTS	FG0022	[998-CLHT]	572
Hard Drive Cables and Brackets	No Hard Drive Caddy	NOBRKT	[575-BBKX]	705
Power Cord	System Power Cord (English)	US125V	[450-AAOJ]	20
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	EFDOC	[340-AGIK]	21
Canada Ship Options	US No Canada Ship Charge	USNONE	[332-1286]	111
Diagnostic CD / Diskette	No Diagnostic/Recovery CD media	NORDVD	[340-ABJI]	50
Placemat	OptiPlex 7050 Techsheet English/French	DOCENFR	[340-BKNG]	60
Non-Microsoft Application Software	Windows 10	WIN10	[525-BBCL] [640-BBLW] [658-BBMR] [658-BBRB] [658-BCUV]	1003
TPM Security	Trusted Platform Module (TPM Enabled)	TPM	[329-BBJL]	297
E-Star	ENERGY STAR Version 6.1	ESTAR	[387-BBLW]	122
CompuTrace Offerings + Stoptrack Label	No Computrace	NCTRACE	[461-AABF]	697
Cables and Dongles	NO ADAPTER	NOADPTR	[470-AAJL]	592
Stands and Mounts	No Integrated Stand option	NOSTND	[575-BBBI]	558
Driver	No Wireless	NOWRLS	[555-BBFO]	7
Packaging	Shipping Material	SHPDOA	[340-BKFJ] [389-BBUU]	465
UPC Label	Print on Demand Label	POD	[389-BDQH]	292
Processor Branding	Intel® Core™ i7 vPRO Label	KI7LABV	[389-BRER]	749
Regulatory Label	EPA Regulatory Label	EPAMEX	[389-BRPE]	676

Category	Description	Code	SKU	ID
Operating System Recovery Options	OS-Windows Media Not Included	NOMEDIA	[620-AALW]	200013
Serial Port/PS2 Adapter	No Accessories	NOACC	[461-AABV]	698
Hardware Support Services	3 Years Hardware Service with Onsite/In-Home Service After Remote Diagnoses	NBD3	[812-3886] [812-3887]	29
External Speakers	No External Speaker	NOESPK	[817-BBBC]	200095

Grouped with your OptiPlex 7050 Tower - Great value and in-stock for fast shipping



Dell 22 Monitor - P2217, without stand 9 \$199.99 \$1,799.91

Discounted unit price: \$155.99
Dell Contract Code: 99AGZ

Premier discount - \$396.00
Catalog Number: 26 / p2217wcc

Category	Description	Code	SKU	ID
Dell 22 Monitor - P2217	Dell 22 Monitor - P2217, without stand	P2217WO	[210-AIIE]	1
Service	3 Years Advanced Exchange Service	AE3Y	[814-9381] [814-9382]	29

Bundle Total: \$9,752.67

Bundle: OptiPlex 7050 Tower - Great value and in-stock for fast shipping



OptiPlex 7050 Tower - Great value and in-stock for fast shipping 3 \$1,927.14 \$5,781.42

Discounted unit price: \$1,252.64
Dell Contract Code: 99AGZ
Estimated Ship Date
April 27, 2018

Premier discount - \$2,023.50
Catalog Number: 26 / s012o7050mtusr

Category	Description	Code	SKU	ID
OptiPlex 7050 MT	OptiPlex 7050 MT BTX	7050TB	[210-AKIN]	1
Processor	Intel® Core™ i7-7700 (QC/8MB/8T/3.6 GHz/65W); supports Windows 10/Linux	I77700	[338-BKYX]	146
Operating System(s)	Windows 10 Pro 64bit English, French, Spanish	10P64M	[619-AHKN]	11
Microsoft Application Software	Microsoft Office 30 Day Trial	16MUI	[658-BCSB]	1002
Chassis Options	OptiPlex 7050 Tower with 240W up to 85% efficient Power Supply (80Plus Bronze)	MTBRNZ	[329-BDHN]	116
Video Card	AMD Radeon™ R7 450, 4GB, (DP/DP/S L-DVI-I)	R7450PF	[490-BDIN]	6

Category	Description	Code	SKU	ID
Memory	16GB (2x8GB) 2400MHz DDR4 Memory	16G2D4	[370-ADJS]	3
Systems Management	Intel® vPro Technology Enabled	VPRO	[631-ABGK]	49
Hard Drive	M.2 256GB PCIe Class 40 Solid State Drive	256SDM	[400-AOZR]	8
Additional Hard Drive	No Additional Hard Drive	NADDHD	[401-AANH]	637
Hard Drive Software	Intel® Ready Mode Technology	RMT	[631-ABGL]	707
RAID Connectivity	NO RAID	NORAID	[817-BBBN]	1009
CD ROM/DVD ROM	8x DVD+/-RW 9.5mm Optical Disk Drive	8DVDRW	[325-BBRL] [429-AAJV]	16
Optical Software	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	CW8DN	[658-BBTV]	597
Network Card	No Bcom required	NOBCOM	[555-BBKH]	13
Wireless	No Wireless LAN Card	NOWRLS	[555-BBFO]	19
Media Card Reader	No Media Card Reader Selected	NMCR	[385-BBCR]	10
Keyboard	Dell KB216 Wired Keyboard English Black	US216B	[580-ADJC]	4
Mouse	Dell MS116 Wired Mouse Black	MS116B	[275-BBBW]	12
Dell Encryption and Threat Prevention	Dell Encryption Personal, 1 Year	PDPE1Y	[421-9984] [954-3455]	593
FGA Module	7050MT_1H18_026/US/BTS	FG0024	[998-CLHV]	572
Hard Drive Cables and Brackets	No Hard Drive Caddy	NOBRKT	[575-BBKX]	705
Power Cord	System Power Cord (English)	US125V	[450-AAOJ]	20
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	EFDOC	[340-AGIK]	21
Canada Ship Options	US No Canada Ship Charge	USNONE	[332-1286]	111
Diagnostic CD / Diskette	No Diagnostic/Recovery CD media	NORDVD	[340-ABJI]	50
Placemat	OptiPlex 7050 Techsheet English/French	DOCENFR	[340-BKNG]	60
Non-Microsoft Application Software	Windows 10	WIN10	[525-BBCL] [640-BBLW] [658-BBMR] [658-BBRB] [658-BCUV]	1003
TPM Security	Trusted Platform Module (TPM Enabled)	TPM	[329-BBJL]	297
E-Star	ENERGY STAR Version 6.1	ESTAR	[387-BBLW]	122
CompuTrace Offerings + Stoptrack Label	No Computrace	NCTRACE	[461-AABF]	697
Cables and Dongles	NO ADAPTER	NOADPTR	[470-AAJL]	592
Stands and Mounts	No Integrated Stand option	NOSTND	[575-BBBI]	558
Driver	No Wireless	NOWRLS	[555-BBFO]	7

Category	Description	Code	SKU	ID
Packaging	Shipping Material	SHPDAO	[340-BKFJ] [389-BBUU]	465
UPC Label	Print on Demand Label	POD	[389-BDQH]	292
Processor Branding	Intel® Core™ i7 vPRO Label	KI7LABV	[389-BRER]	749
Regulatory Label	EPA Regulatory Label	EPAMEX	[389-BRPE]	676
Operating System Recovery Options	OS-Windows Media Not Included	NOMEDIA	[620-AALW]	200013
Serial Port/PS2 Adapter	No Accessories	NOACC	[461-AABV]	698
Hardware Support Services	3 Years Hardware Service with Onsite/In-Home Service After Remote Diagnoses	NBD3	[812-3886] [812-3887]	29
Remote Advisory Services	Declined Remote Consulting Service	NORCS	[973-2426]	35
External Speakers	No External Speaker	NOESPK	[817-BBBC]	200095

Grouped with your OptiPlex 7050 Tower - Great value and in-stock for fast shipping



Dell 24 Monitor – P2417H 3 \$279.99 \$839.97
 Discounted unit price: \$218.39
 Dell Contract Code: 99AGZ

Premier discount -\$184.80
 Catalog Number: 26 / p2417hcc

Category	Description	Code	SKU	ID
Dell 24 Monitor - P2417H	Dell 24 Monitor - P2417H	P2417H	[210-AIIM]	1
Service	3 Years Advanced Exchange Service	AE3Y	[814-5380] [814-5381]	29



Dell USB SoundBar - AC511 4 \$34.99 \$139.96
 Discounted unit price: \$24.99
 Dell Contract Code: 99AGZ
 Manufacturer Part#: NCW95
 Dell Part#: 318-2885

Premier discount -\$40.00
Bundle Total: \$4,513.05

Savings: \$7,139.80

Subtotal (28): \$14,265.72

Savings \$7,139.80

Subtotal (28) \$14,265.72

Estimated Shipping

\$0.00

Estimated Tax

\$602.73

Total

\$14,868.45

MASTER PRICE AGREEMENT
BETWEEN
MIDWESTERN HIGHER EDUCATION COMMISSION
AND
DELL MARKETING L.P.
EFFECTIVE JULY 1, 2015 through JUNE 30, 2018

THIS AGREEMENT, and amendments and supplements thereto, is made between the Midwestern Higher Education Commission (hereinafter MHEC) located at 105 Fifth Avenue South, Suite 450 Minneapolis, MN 55401, on behalf of the Eligible Organizations located in the MHEC member states, and Dell Marketing L.P., (hereinafter Dell) One Dell Way, Round Rock TX, 78682. For purposes of this Master Agreement MHEC and Dell are referred to collectively as the "Parties" or individually as "Party".

Whereas, the Midwestern Higher Education Compact (Compact) is an interstate compact of twelve Midwestern states, such states being Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin (Member States); and MHEC, a nonprofit 501(c) (3), is a statutorily created governing body of the Compact established for the purposes, in part, of determining, negotiating and providing quality and affordable services for the Member States, the entities in those Member States, and the citizens residing in those Member States; and

Whereas, MHEC has established a Technology Initiative for the purpose of which is to determine, negotiate and make available quality and affordable technology products and services to the not-for-profit and public education related entities in the MHEC Member States; and

Whereas, MHEC has entered into separate agreements with the Southern Regional Education Board (SREB) and the Western Interstate Commission for Higher Education (WICHE) respectively to allow entities in the SREB Member States and the WICHE Member States access MHEC's Technology Initiative contracts, including this Master Agreement; and

Whereas, SREB Member States refers to any state that is a member or an affiliate member of SREB. Current SREB Member States are: Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia; and

Whereas, WICHE Member States refers to any state that is a member or an affiliate member of SREB. Current WICHE Member States are: Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming and U.S. Pacific Territories and Freely Associated States; and

Whereas, Dell offers certain quality technology related products and services; and

Whereas, MHEC conducted a competitive sourcing event for Network Hardware and Related Services in April 2014 and upon completion of the competitive process awarded Dell: Category 1: Network Equipment; and Category 2: Wireless Equipment; and

Whereas, MHEC conducted a competitive sourcing event for Computing Hardware and Related Services in August 2014 and upon completion of the competitive process awarded to Dell: Category 1: Desktop Hardware; Category 2: Laptop Hardware; Category 3: Tablet Devices; and Category 4: Server and Storage Hardware; and

Therefore, in consideration of mutual covenants, conditions, and promises contained herein, MHEC and Dell agree as follows:

1. Definitions

Authorized Agents: refers to marketing agents, agents or order fulfillers authorized by Dell to provide Products and Services under this Master Agreement. Dell will list Authorized Agents on an internet site accessible to MHEC, its Member States and Eligible Organizations. Dell will provide to MHEC the general criteria used to authorize agents. At any time during the term of this Master Agreement should MHEC protest the inclusion of a firm on this list pursuant to commercially justifiable cause, Dell may require that firm to undergo re-approval.

Dell-branded Products: refers to any information technology products that are marked with the "Dell" brand, including all Standard Configurations thereof, but does not include any of the following items: (i) software, sound cards, speakers, external devices, accessories or parts added to the Dell-branded hardware products after they are shipped from Dell; (ii) accessories or parts added to the Dell-branded hardware products through Dell's Custom Factory Integration Services at Procuring Eligible Organization's request; (iii) accessories or parts that are not installed in the Dell factory; (iv) Third Party Software and Peripheral products; or (v) monitors, keyboards and mice, to the extent that they are not included in Dell's products listed online.

Documentation: refers to the any documentation made available by Dell to Procuring Eligible Organization relating to any Equipment or Software purchased as well as any manuals relating to the Equipment or Software.

Deliverables: refers to the tangible materials, including reports, studies, base cases, drawings, findings, software, manuals, procedures, and recommendations that Dell delivers to Procuring Eligible Organization under a Statement of Work.

Eligible Organizations: This Master Agreement shall be the framework under which Eligible Organizations can acquire Products as defined in section Products and acquire Services as defined in section Services from Dell. Eligible Organizations shall include:

1. All not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions) located in a Member State, SREB Member State or WICHE Member State;
2. All K-12 schools and school districts located in a Member State, SREB Member State or a WICHE Member State;
3. All city, county, and other local governments located in a Member State, SREB Member State or WICHE Member State;
4. All state governments and their departments of a Member State, SREB Member State or WICHE Member State;
5. Eligible Organizations located in a Member State, SREB Member State or WICHE Member State that terminates its association with MHEC, SREB or WICHE respectively, will no longer be eligible to acquire Products or Services pursuant to this Master Agreement. Termination by any Member State, SREB Member State or WICHE Member State shall not prohibit or restrict Dell from negotiating or contracting with such Member State, SREB Member State or WICHE Member State or entities within such states outside of MHEC. MHEC shall promptly notify Dell in writing of the termination of any membership in MHEC, SREB or WICHE. If any Member State, SREB Member State or WICHE Member State so terminates its membership, such termination

shall not affect the validity or enforceability of or constitute a default under any Order then in effect with any Eligible Organization. Similarly, MHEC shall promptly notify Dell if other states join MHEC, SREB or WICHE after which such states shall be deemed to be a Member State, SREB Member State or WICHE Member State for purposes of this Master Agreement.

Equipment: refers to Dell's full line of new or refurbished hardware for: a) network and related equipment and components, b) wireless and related equipment and components, c) desktops and related equipment and components, d) laptops and related equipment and components, e) tablet devices and related equipment and components, f) server and storage and related equipment and components; made available for sale by Dell to Eligible Organizations under this Master Agreement.

Large Order Negotiated Prices: refers to the price offered to specific Eligible Organizations under defined additional terms and conditions. Selection and pricing of large order negotiated prices shall be by mutual agreement of the Eligible Organization and Supplier. Large Order Negotiated Prices shall apply only to those items that meet the applicable additional terms and conditions negotiated by Supplier and the Eligible Organization.

Master Agreement Promotional Prices: refers to special prices that are offered nationally or regionally under this Master Agreement to a specific category of customers intended to include Eligible Organizations for defined time periods under defined terms and conditions.

Member State: refers to any state that is a member, or an affiliate member, of the Midwestern Higher Education Compact ("MHEC"). For purposes of this Master Agreement the current MHEC Member States are Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin.

Order: refers to an Eligible Organization's purchase order or other ordering document evidencing its intent to procure Products or Services from Supplier under the terms and conditions of this Master Agreement.

Price Agreement: refers to an indefinite quantity contract, which requires Dell to furnish Products or Services to a Procuring Eligible Organization that issues a valid Order document.

Procuring Eligible Organization: refers to an Eligible Organization which desires to purchase under this Master Agreement and has executed an Order.

Products: refers to the full line of information technology Equipment, Software and Documentation Dell makes available under this Master Agreement.

Promotional Prices: refers to prices that Dell offers nationally or regionally to a specific category of customers intended to include similarly situated public entity and institutional Eligible Organizations for defined time periods in similar quantities and under the promotional price offer's defined terms and conditions.

Retail Price List: refers to the Dell's retail price list and is a complete list of Products and Services with the corresponding retail prices for those Products and Services made available for purchase by Eligible Organizations under this Master Agreement. The Retail Price List contains an item number, item description and the retail price for each Product. Retail Price List is set forth online at <http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf> and may be modified at any time.

Services: refers to the services offered by Dell under this Master Agreement including: pre-implementation de-sign, installation/de-installation, migration, optimization, maintenance, technical support, training, and services accessible over the internet. These services are as follows:

1. Support Services: such as warranty services, maintenance, installation, de-installation, factory integration, (software or equipment components), asset management, and recycling/disposal.
2. Training and certification.
3. Professional Services: such as assessments, disaster recovery planning and support, services desk/help desk, software and application development, and any other directly related technical support and/or IT related service required for the effective operation of a product offered or supplied.
4. IT as a Service: refers to the delivery of a variety of hybrid services and applications accessible on demand over the internet including:
 - A. Software-as-a-service (SaaS): refers to a software delivery method that provides access to software and its functions remotely as a web-based service.
 - B. Infrastructure-as-a-service (IaaS): refers to computer infrastructure, such as virtualization, being delivered as a service.
 - C. Platform-as-a-service (PaaS): refers to a computing platform being delivered as a service.
 - D. Storage-as-a-service: refers to a storage model where an entity rents or leases storage space.
 - E. Desktop-as-a-service (DaaS): refers to virtual desktop infrastructure (VDI).
 - F. Disaster recovery-as-a-service (DRaaS) refers to backup and restore data services.

Eligible Organizations purchasing on-site Support, on-site Training, Professional, or IT as a Service shall negotiate the terms and conditions of such purchase with the Vendor, including, as applicable, service level agreements and/or statements of work.

Software: refers to Dell's full offerings of a) network related software, b) wireless related software, c) desktop related software, d) laptop related software, e) tablet devices related software, and f) server and storage related software made available under this Master Agreement. Software shall mean software, library, utility, tool, or other computer or program code, each in object (binary) code form, as well as the related media, printed materials, online and electronic documentation and any copies thereof. Software shall include updates, upgrades, maintenance releases, revisions, and enhancements to the licensed software. Software may include software accessed by Eligible Organization through the Internet or other remote means (such as websites, portals, "hosted" and "cloud-based" solutions).

System Software: means Software that provides basic hardware functionality and provides a platform for applications to run (e.g., firmware and BIOS software), and any Software specifically designated by Dell as System Software the purpose of which is to operate and manage the Products in which it is embedded.

Application Software: means computer programs that are designed to perform specialized data processing tasks for the user and any Software specifically designated by Dell as Application Software.

Supplier: refers to Dell or an Authorized Agent.

Third Party Products: refers to any Equipment ("Third Party Equipment") or Software ("Third Party Software") other than parts that are Dell branded or originally listed as components of Dell-branded Products. Third Party Software is not considered components of Dell-branded Products.

Third Party Services: refers to any Services performed by someone other than Dell or its subcontractors.

2. Scope of Work

Procuring Eligible Organizations shall purchase from Supplier, and Supplier shall distribute to Procuring Eligible Organizations Products and Services in accordance with the terms of this Master Agreement. All Eligible Organizations are qualified to purchase under this Master Agreement, including those Eligible Organizations currently under a separate agreement with Supplier. This Master Agreement is a Price Agreement. Accordingly, Supplier shall provide Products or Services only upon the issuance and acceptance by Supplier of a valid Order. Orders may be issued to purchase any Products or any Services listed on the Retail Price List. A Procuring Eligible Organization may purchase any quantity of Products or Services listed in Dell's Retail Price List at the prices stated herein. For Large Order Negotiated Prices, Supplier and Eligible Organization may negotiate quantity discounts below the Products and Services Pricing for a given purchase order. As it sees fit, Supplier may offer under this Master Agreement Promotional Price discounts that result in prices below those listed in the Product and Services Price List. Dell is solely responsible for fulfillment of the responsibilities under the terms and conditions of this Master Agreement. MHEC shall not be liable for any Eligible Organization that executes an Order under this Master Agreement. An Eligible Organization shall not be responsible for any other Eligible Organization that executes its own Order under this Master Agreement.

3. Purchasing Under Master Agreement

- A. **Products:** Procuring Eligible Organization shall purchase from Supplier the Products listed on the Retail Price List under the terms and conditions of this Master Agreement by delivering to Supplier an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the quantity, and description of the Product that Procuring Eligible Organization desires to purchase or license; (iii) the price of the Product in accordance with this Master Agreement; (iv) the "bill-to" address; (v) the "ship-to" address; (vi) the requested delivery dates and shipping instructions; (vii) a contact name and telephone number; and (viii) reference to this Master Agreement. Supplier must notify Procuring Eligible Organization if it intends to substitute any item(s) that has been ordered by the Procuring Eligible Organization using this contract; the Procuring Eligible Organization will then have the option to cancel the order if such substitute item is not acceptable. The substitute item must be at an equivalent or better technology level than the original product ordered, and at the same price. Failure to comply may result in return of merchandise at Supplier's expense.
- B. **Services:** Procuring Eligible Organization shall purchase Services from Supplier under the terms and conditions of this Master Agreement by delivering to Supplier an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the description of the Service (s) that Procuring Eligible Organization desires Supplier to perform; (iii) the price of the Service in accordance with this Master Agreement; (iv) the "bill-to" address; (v) the requested performance dates; (vi) a contact name and telephone number; and (vii) reference to this Master Agreement. Eligible Organizations purchasing on-site Support, on-site Training, Professional, or IT as a Service shall negotiate the terms and conditions of such purchase with the Vendor, including, as applicable, service level agreements and/or statements of work.
- C. Each Order that is accepted by Supplier will become a part of the Agreement as to the Products and/or Services listed on the Order only; no additional terms or conditions will be added to this Agreement as a result of the acceptance of the Order, nor will such terms affect any purchase. An Order from an Eligible Organization accepted by Supplier is binding.
- D. All Products furnished will be subject to acceptance pursuant to the terms and conditions of Section 7.A ("Acceptance") by Procuring Eligible Organization after delivery. No substitutions or

cancellations are permitted without notification to the Procuring Eligible Organization. Nothing in this Section precludes any agreements for the use of electronic purchase orders.

- E. Procuring Eligible Organization may request in writing changes to an Order (“Change Request”) that Supplier has previously accepted up until the time Dell begins manufacturing the Products or performing the Services. In response to a Change Request, Supplier will provide written quotations to Procuring Eligible Organization, including any changes to prices, license fees, shipment or completion dates. A Change Request is a separate Order subject to the terms and conditions of this Master Agreement and Dell’s change order process.
- F. Supplier will accept a purchasing card for order placement in addition to accepting a purchase order.
- G. When Equipment purchased on this contract requires installation, the Supplier must provide the cost of installation as a separate line item on their quotation. The installation cost must include all packing, freight, insurance, set-up, instruction, and operation manual charges. Equipment must be set in place in an area designated by Procuring Eligible Organization personnel, demonstrated to be in operating condition, and approved by Procuring Eligible Organization personnel. Upon request, Dell will provide a Services quote with a Statement of Work to remove any and all debris from the Procuring Eligible Organization’s site. Upon installation, all operating instructions will be provided either physically or electronically to Procuring Eligible Organization’s personnel identified on the purchase order.

4. Quantity Guarantee

This Master Agreement is not a purchase order, nor does it guarantee any purchases to be made by any Eligible Organization. This Master Agreement is not an exclusive agreement. MHEC and Eligible Organizations may obtain information technology products and services from other sources during the term of the Master Agreement.

5. Master Agreement Term

This Master Agreement will be formed upon execution by the Parties, and shall remain in effect, unless otherwise terminated pursuant to the terms of the Master Agreement, for a period of three (3) years from the Effective Date. The Master Agreement may be mutually renewed for four (4) additional one-year terms, upon written agreement of the Parties, unless terminated pursuant to the terms of this Agreement.

6. Order of Precedence

Where the terms and conditions of this Master Agreement are in conflict with an Eligible Organization’s state and/or institutional laws or regulations, the Eligible Organization and Dell may enter into an addendum to amend the terms and conditions of the Master Agreement to conform to the Eligible Organization’s state and/or institutional laws or regulations. Likewise, a Procuring Eligible Organization and Dell may enter into an addendum to supplement or modify this Agreement for specific Products or Services. The terms and conditions of the addendum shall only be applicable between the Eligible Organization that entered into the addendum and Dell.

In the event of any conflict among these documents, the following order of precedence shall apply:

- A. Mutually agreed upon Statement of Work (“SOW”) or Service Level Agreement (“SLA”)
- B. License terms applicable to the software license or software service purchased hereunder
- C. Executed addendum, not to include Purchase Orders, between Eligible Organization and Dell

- D. The terms and conditions of this Master Agreement or any MHEC-Dell addenda to this Master Agreement and its Exhibits
- E. The list of Products and Services contained in the Order

7. Payment Provisions

- A. **Acceptance.** A Procuring Eligible Organization shall determine whether all Products and Services delivered meet the Dell's published specifications. No payment shall be made for any Products or Services until the Eligible Organization has accepted the Products or Services. Unless otherwise agreed upon between the Eligible Organization and Dell, the Eligible Organization shall within fifteen (15) calendar days from the date of delivery, issue a written notice of partial acceptance or rejection of the Products or Services; otherwise the Products or Services shall be deemed accepted.
- B. **Return Policy.** Procuring Eligible Organization may return Dell branded products in accordance with the terms of Dell's Return Policy as shown in Exhibit C. Restocking fees may apply. Restocking fees will be disclosed to the Procuring Eligible Organization when an RMA is requested.
- C. **Payment of Invoice.** Payments shall be delivered to Dell at the address shown on the invoice. Payments shall be made within thirty (30) days from the date of invoice. In the event that Dell is required to pursue the collection of past due amounts not subject to a good faith dispute between Dell and the Procuring Eligible Organization, Dell will be entitled to recover interest accrued at the lesser of 1.5% per month or in accordance with the applicable state laws of the Procuring Eligible Organization.
- D. **Dispute Notice.** Procuring Eligible Organization shall make a good faith effort to notify Supplier of any billing discrepancies or disputes about an invoice within fifteen (15) business days after receiving it, specifying with particularity the basis of any such dispute ("Dispute Notice") or in accordance with the applicable state laws of the Procuring Eligible Organization. Tender of a Dispute Notice does not relieve Procuring Eligible Organization of its obligations to pay the undisputed portion of any invoice subject to a Dispute Notice. Any amounts that were the subject of a Dispute Notice and are subsequently resolved in favor of Supplier will be subject to interest charges accruing from the original due date.
- E. **Partial Shipment.** In the event an order is shipped incomplete (partial), the Procuring Eligible Organization must pay for each shipment as invoiced by Supplier unless the Procuring Eligible Organization has clearly specified "No Partial Shipment" on each purchase order.
- F. **Payment of Taxes.** The prices listed under this Master Agreement do not include, and Procuring Eligible Organization shall reimburse Supplier for, any and all taxes and/or duties assessed against or payable by Supplier in connection with the sale of Equipment, licensing of Software or Documentation, or performance of Services except for taxes imposed upon Suppliers net income. Unless the Procuring Eligible Organization provides a proof of tax exemption, taxes will be additive to the contracted price.

8. Shipping

Dell shall ship the Products F.O.B. destination. Title to Products shall pass to Procuring Eligible Organization upon delivery to Procuring Eligible Organization's destination point. Risk of loss or damage to the Products shall pass to Procuring Eligible Organization upon delivery to the Procuring Eligible Organization. Dell shall bear the risk of loss with respect to returned Products except for loss or damage directly attributable to the negligence of the Eligible Organization. Standard 3-5 day ground shipping will

be included in the price of the equipment. All equipment must be shipped fully configured with the required memory, components, and selected or specified operating system, unless as otherwise noted.

9. Product Delivery

- A. Unless otherwise agreed to by Procuring Eligible Organization and Supplier, Supplier agrees to deliver Products to Procuring Eligible Organization within thirty (30) days after receipt of a valid Order. If delivery cannot be made within thirty (30) calendar days, Supplier will notify Procuring Eligible Organization within five (5) business days following Order placement, and Procuring Eligible Organization as its exclusive remedy, can cancel the order by written, electronic, or facsimile notification. Failure of the Supplier to adhere to delivery schedules as specified or to promptly replace defective product shall render the Supplier liable for all costs in excess of the contract price when alternate procurement is necessary. Suppliers acknowledge that all locations of any particular Eligible Organization may not be within the MHEC region.
- B. If deliveries prove to be unsatisfactory, or other problems arise, MHEC reserves the right to delete Product or Services from the Master Agreement and/or cancel Master Agreement for cause. Similarly, if deliveries prove to be unsatisfactory or other problems arise under the agreement for a Procuring Eligible Organization, the Procuring Eligible Organization retains all of its remedies for a default. Failure of MHEC or the Procuring Eligible Organization to exercise its rights of termination for cause or other remedies for default due to a Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights or other default remedies in any other instance.
- C. Suppliers may choose to deliver products electronically where practicable. This option must be under the independent control of each Procuring Eligible Organization.

10. Price Guarantees

The Procuring Eligible Organization shall pay the lower of the prices contained in the Master Agreement, Announced Master Agreement Promotional Price, Dell's publically announced Promotional Price (provided that the Procuring Eligible Organization notifies Dell of the applicability of a specified Promotional Price), or Large Order Negotiated Price at the time of Order (provided that, with respect to the applicability of Large Order Negotiated Prices, such Procuring Eligible Organization is a party to the Large Order Negotiated Price negotiations and the purchase is part of the project for which the Large Order Negotiated Price was negotiated). When Eligible Organizations purchase under this Master Agreement, Dell shall not sell Products or Services to Eligible Organizations at prices higher than those awarded via this Master Agreement and in instances where this Provision is applied, this Master Agreement contract number shall be referenced in the Supplier's quote.

11. Product Pricing

Dell agrees to maintain Product Pricing in accordance with the following provisions:

- A. Retail Price List for all Equipment, Software and Documentation will be set forth at <http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf> Changes to retail prices generally take effect immediately, and Dell reserves the right to change retail prices at any time.
- B. Discount Percentage Pricing: The prices for Products are the Retail Price List less applicable discount as specified in Exhibit A. Except as set forth in Section 10 "Price Guarantees" or Section 37 "Administrative Reporting and Fees," the discount percentages set forth in Exhibit A shall remain firm during the term of this Master Agreement. Dell shall add new Product(s) to Retail Price List as

new Product(s) become available for sale. The pricing for all new Products shall be at the price discount levels provided herein, or as agreed to by the Parties.

- C. Dell may revise or discontinue Product offerings at any time without prior notice to MHEC. A change in a Product may occur between the time that Procuring Eligible Organization orders a Product and the time that Dell ships the Product. As a result, Products shipped may display minor differences from the Products Procuring Eligible Organization ordered, but they will meet or exceed all material specifications of the Products Procuring Eligible Organization ordered.
- D. Quarterly Reviews and Product Roadmaps: Dell agrees to meet with MHEC on at least a quarterly basis to discuss Product Roadmaps, which will consist of a six-month forecast of any Products, including the specific configuration bundles for which Eligible Organizations receive special pricing. Dell targets an 18-month lifecycle for its standard platforms and often exceeds this goal. In addition, standard platforms offer a minimum 60-90 day overlap between a system that is due to become end-of-life and its successor. Dell agrees to provide advance notice of introduction, transition, and end-of-life information for Products, system platforms, peripherals, and software. In addition, at such Quarterly Reviews, Dell agrees to work with MHEC to identify configurations, bundles, and/or promotional pricing that would provide the most value under this Master Agreement and/or to specific Procuring Eligible Organization(s). Configurations, bundles, and/or promotional pricing will be offered and continuously available throughout the term of this Master Agreement.
- E. Products purchased shall be new, current models manufactured with 100% new OEM parts. All Products should be offered in current production as of the date of the award. For purpose of this contract, "current production" shall mean that the equipment model is being manufactured as new equipment for the United States market. Dell will delete obsolete and discontinued Products from the Retail Price List on a timely basis.
- F. Prices will be F.O.B. destination (interior/ground floor or inside dock), and freight pre-paid and allowed, to any and all locations of the Procuring Eligible Organization. Prices must include all packing, freight, insurance charges and installation/operation manuals.

12. Services Pricing

Dell agrees to maintain the Service Pricing in accordance with the following provisions:

- A. For any standard Services, in which the Services and corresponding SKU are on Retail Price List, the pricing will be as described in the Products Section for Discount Percentage Pricing, and the applicable discount percentage as noted in Exhibit A will apply. Except as set forth in Section 10, "Price Guarantees" or Section 37 "Administrative Reporting and Fees," the discount percentage set forth in Exhibit A shall remain firm for the term of the Master Agreement.
- B. For any custom Services that are not included on the Retail Price List, the prices for such Services purchased under this Master Agreement will be as mutually agreed upon by both Dell and Procuring Eligible Organization and as set forth in a Dell quote or an applicable SOW or negotiated agreement.
- C. Specific geographic restrictions on the availability of Services must be conveyed to the Procuring Eligible Organization.
- D. Dell may offer a direct or indirect leasing program as a financial Service under a separate leasing agreement.
- E. Any purchase by Procuring Eligible Organizations of IT as a Service is pursuant to the terms of the Dell Services Description accompanying the Services and the Services Acceptable Use Policy, which is

available for review at www.dell.com/termsandconditions or any other negotiated agreement between Eligible Organization and Dell.

13. License and Proprietary Rights

The terms applicable to any software are in its license agreement, included with the Software media packaging, or presented to Procuring Eligible Organization during the installation or use of the Software. For Dell-branded System Software, Procuring Eligible Organization's use of such Software is subject to the Dell-branded System Software End User License Agreement (EULA) as set forth in Exhibit B, attached hereto. If a separate license agreement exists between Procuring Eligible Organization and the manufacturer or the owner of the Software, that license agreement will control and will apply according to its terms and conditions.

14. Proprietary Rights

All right, title, and interest in and to the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Software, Products, Deliverables and all content and other items included with or as part of the Products, Services, Software, or Deliverables, such as text, graphics, logos, button icons, images, audio clips, information, data, feedback, photographs, graphs, videos, typefaces, music, sounds, and software, as well as the methods by which any Services are performed and the processes that make up the Services, shall belong solely and exclusively to Supplier or its suppliers or licensors, and Procuring Eligible Organization shall have no rights whatsoever in any of the above, except as expressly granted in this this Master Agreement.

15. Warranties

- A. **Equipment:** Dell warrants that any Dell branded products shall be free from defects in material and workmanship under normal use, will conform to the specifications within the product documentation accompanying the product, and that the Equipment shall remain in good working order for the applicable warranty period from the date of Invoice. The applicable warranty period will be determined by such factors as the type of Warranty or Product purchased. If any Equipment is not as warranted in this Section, then Dell shall repair or replace the Equipment in accordance with the applicable warranty. In repairing or replacing any Equipment or part of any Equipment under this warranty, Dell may use new, remanufactured, reconditioned, refurbished, or functionally equivalent Equipment or parts of Equipment. For any Equipment or parts thereof repaired, replaced or corrected under this Section, the warranty period applicable to the Equipment will continue for the remainder of the original warranty period. If, Dell determines that it cannot, in a commercially reasonable manner repair or replace any Equipment, then Dell may, in its sole discretion, refund to Procuring Eligible Organization the price of the Equipment.
- B. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR IN THE APPLICABLE PRODUCT OR SERVICE DOCUMENTATION, DELL (INCLUDING ITS AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS (COLLECTIVELY, THE "DELL PARTIES") MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE PRODUCTS, SOFTWARE, DELIVERABLES OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (a) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (b) RELATING TO THIRD-PARTY PRODUCTS; OR (c) RELATING TO THE RESULTS OR PERFORMANCE OF THE SOLUTION, INCLUDING THAT THE SOLUTION WILL BE PROVIDED WITHOUT INTERRUPTION OR ERROR.
- C. WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICE NOT PERFORMED OR AUTHORIZED BY DELL

(INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH THE DOCUMENTATION, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE SOLUTION. WARRANTIES DO NOT APPLY TO THIRD-PARTY PRODUCTS. ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER.

- D. NOTHING IN THIS SECTION SHALL EXCLUDE OR LIMIT DELL'S WARRANTY OR LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALWAYS ENFORCE CLASS ACTION OR JURY WAIVERS, AND MAY LIMIT FORUM SELECTION CLAUSES AND STATUTE OF LIMITATIONS PROVISIONS, AS SUCH, ONLY THE LIMITATIONS THAT ARE LAWFULLY APPLIED TO PROCURING ELIGIBLE ORGANIZATION IN PROCURING ELGIBLE ORGANIZATIONS'S JURISDICTION WILL APPLY TO PROCURING ELIGIBLE ORGANIZATION, AND DELL'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- E. **HIGH-RISK DISCLAIMER:** DELL SHALL NOT BE LIABLE TO THE PROCURING ELIGIBLE ORGANIZATION FOR USE OF THE SOLUTION IN HAZARDOUS OR HIGH-RISK ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, IN WHICH THE FAILURE OR MALFUNCTION OF THE SOLUTION COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE. SUCH USE IS AT PROCURING ELIGIBLE ORGANIZATION'S OWN RISK, EVEN IF DELL KNOWS OF SUCH USE, AND DELL EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH HIGH-RISK ACTIVITIES.
- F. **Services:** Dell represents and warrants that the Services provided under this Master Agreement will be performed in a skillful, competent, timely, professional and workmanlike manner, and that the Dell employees, agents and contractors assigned to perform Services under this Master Agreement have the proper skill, training and background so as to be able to perform in a skillful, competent, timely, professional and workmanlike manner. Any additional warranty for Services will be decided on a case by case basis and be mutually agreed upon in a SOW.
- G. **Third-Party Products and Services Warranties:** Dell does not warrant Third-Party Products or Services. Any warranty provided on Third-Party Product(s) or Service(s) is provided by the publisher, original manufacturer, or service provider and may vary from product to product or service to service. Such warranties shall be provided to the Procuring Eligible Organization with the Third Party Products and Services.
- H. Dell warrants that Procuring Eligible Organization shall acquire good and clear title to Dell-branded Products being purchased under this Master Agreement, free and clear of all liens and encumbrances. For any non-Dell branded Products, Dell warrants that it has the right to provide such Products to the Procuring Eligible Organization.
- I. **Environmental Factors:** Many Eligible Participants are committed to promoting environmentally sound procurement, usage and disposal methods which are in compliance with State, County, and Municipal regulations. Dell agrees to maintain for the term of this Master Agreement, and all renewals/extensions thereof, programs as described in the following paragraphs.
 - A. **Takeback/Recycling of Equipment.** Costs are as listed on the Retail Price List subject to applicable discounts.

- B. Environment: Compliance with the following standards applicable to IT providers in the United States: Blue Angel, EcoLogo, Energy Star, EPEAT (by level), Green Guard, and TCO.
- C. Product labeling of compliance with Items B above, as well as identification of such information on the web site.

16. Termination

- A. At any time MHEC may terminate this Master Agreement, in whole or in part, by giving Dell ninety (90) days written notice; provided however, neither MHEC nor Eligible Organization has the right to terminate a specific Order for convenience after the Product has begun production or been shipped for such Products that don't require production. At any time, Dell may terminate this Master Agreement, in whole or in part, by giving MHEC ninety (90) days written notice. Such termination shall not relieve Dell of any warranty or other service obligations incurred under the terms of this Master Agreement.
- B. Either Party may terminate this Master Agreement for cause based upon material breach of the Master Agreement by the other Party, provided that the non-breaching Party shall give the breaching Party written notice specifying the breach and shall afford the breaching Party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching Party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching Party may declare the breaching Party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all remedies available to it under the law.
- C. In the event that either Party be adjudged insolvent or bankrupt by a court of competent jurisdiction, or upon the institution of any proceedings by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon any assignment for the benefit of creditors, or upon the appointment of a receiver or trustee of any of its property or assets, or upon the liquidation, dissolution or winding up of its business, then and in any such event this Master Agreement may immediately be terminated or cancelled by the other Party hereto.
- D. In the event this Master Agreement expires or is terminated for any reason, a Procuring Eligible Organization shall retain its rights in all Product and Services accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

17. Non-Appropriation

This provision applies only to publicly funded Eligible Organizations. The terms of this Master Agreement and any Order issued for multiple years under this Master Agreement is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Master Agreement or in any purchase order or other document, Procuring Eligible Organization may terminate its obligations under this Master Agreement if sufficient appropriations are not made by the governing entity to pay amounts due for multiple year agreements. The Procuring Eligible Organization's decision as to whether sufficient appropriations are available shall be accepted by Dell and shall be final and binding. A Procuring Eligible Organization shall provide sixty (60) days' notice, if possible, of its intent to terminate this contract for non-appropriation. The Procuring Eligible Organization shall send to Dell a notice of its Governing Body's decision not to appropriate funds for the installment sale payments for the subsequent fiscal year. Such termination shall relieve the Procuring Eligible Organization, its officers and employees from any responsibility or liability for the payment of any future Orders. However, all outstanding invoices from Dell will be paid by the Procuring Eligible Organization.

18. Records and Audit

Dell agrees to maintain records directly related to the Invoices and Purchase Orders under this Master Agreement for a period of three (3) years or such term as required by applicable law from the date of receipt of final payment after termination of the Master Agreement. These records shall be subject to inspection, which may be initiated no more than twice annually, with reasonable advance notice, by Procuring Eligible Organization and appropriate governmental authorities within Procuring Eligible Organization's state. The Procuring Eligible Organization shall have the right to request copies of invoices either before or after payment. Payment under this Master Agreement shall not foreclose the right of the Procuring Eligible Organization to recover excessive or illegal payments.

19. Independent Contractor

Dell, its agents, and employees are independent contractors and are not employees of MHEC or any Eligible Organization. Dell has no authorization, express or implied to bind MHEC or any Eligible Organization to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent of MHEC or any Eligible Organization, except as expressly set forth herein. Nothing in this Master Agreement is intended, or shall be deemed, or construed to constitute a partnership or a joint venture between the Parties.

20. Patent, Copyright, Trademark and Trade Secret Indemnification

Dell will indemnify, defend and hold MHEC and Eligible Organization harmless from any third party claim that any Dell-branded Product or Service provided to Eligible Organization pursuant to this Master Agreement infringes on another person's or entity's United States patent, copyright, trade secret or any other proprietary right of a third party. Dell will have no obligation under this section with respect to any Claim of infringement resulting from (a) Services performed, or Product provided, pursuant to Eligible Organization's specification or design; (b) an Eligible Organization's unauthorized modification of a Product; or (c) any combination, operation, or use of the Product with systems other than those provided by Dell to the extent that such a Claim is caused by such modification, combination, operation, or use of the Product. Following notice of a Claim or a threat of actual suit, Dell will, at its own expense and option, (1) resolve the claim in a way that permits continued ownership and use of the affected Product or Service; (2) provide a comparable replacement at no cost; or (3) in the case of a Product accept return of the Product, freight collect, and provide a reasonable depreciated refund and in the case of a Service, provide a refund less a reasonable adjustment for beneficial use, but in no event shall refund of Product or Service relieve Dell from its obligations to defend and indemnify MHEC and Eligible Organizations.

With respect to any claim that Non-Dell branded Product(s) or Service(s) infringes upon another person's or entity's patent, copyright, trade secret or other intellectual property rights in the United States, Dell agrees to pass through to the appropriate Eligible Organization any rights to indemnification protection for which Dell currently or subsequently has in place with the manufacturer, licensor and publisher.

21. Indemnification

Dell will indemnify, protect, save and hold harmless MHEC and Eligible Organizations, as well as the representatives, agents and employees of MHEC and Eligible Organizations, from any and all third party claims or causes of action related to a claim of personal injury or damage to tangible property, including all reasonable attorneys' fees incurred by MHEC and/or Eligible Organizations, directly arising from intentionally wrongful actions or omissions or the negligent performance of the Master Agreement by Dell, Dell's agents, employees, or subcontractors. MHEC and/or Eligible Organization shall give Dell

written notice, by registered mail, promptly after it becomes aware of any claim to be indemnified hereunder. For state entities, Dell will coordinate with state's attorney general as required by state law. Dell will control the defense of any such claim or action at Dell's own expense. MHEC and/or Eligible Organization agree that Dell may employ attorneys of its own choice to appear and defend the claim or action and that MHEC and/or Eligible Organization shall do nothing to compromise the defense of such claim or action or any settlement thereof and shall provide Dell with all reasonable assistance that Dell may require.

22. Limitation of Liability

Dell shall not be liable to MHEC or any individual Eligible Organization for any direct damages in excess of \$500,000 or the price of the Product(s) or Service(s) purchased per Order subject to such claim, whichever is greater. The foregoing limitation does not apply to any indemnification obligations under this Master Agreement or to damages resulting from personal injury or tangible property damage caused by Dell's negligence or willful misconduct. NEITHER DELL, MHEC NOR ANY ELIGIBLE ORGANIZATION SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT, WHETHER THE CLAIM ALLEGES TORTUOUS CONDUCT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. DELL IS NOT RESPONSIBLE FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM(S) OR NETWORK OR EXCEPT AS SET FORTH IN THIS AGREEMENT, THE PROCUREMENT OF SUBSTITUTE PRODUCTS, SOFTWARE OR SERVICES.

THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL PROVIDING PRODUCTS, SOFTWARE, OR SERVICES TO PROCURING ELIGIBLE ORGANIZATION, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR FAILURES.

23. Confidentiality

- A. While Dell is providing Services hereunder, Eligible Organization or Dell may disclose to the other certain business information identified as confidential ("Confidential Information"). All such information shall be marked or otherwise designated as "Confidential" or "Proprietary". In order for such information to be considered Confidential Information pursuant to this Section 23 of the Master Agreement, it must conform to the data practices laws or similar type laws of the State in which the Eligible Organization is located or was founded. Information of a proprietary nature which is disclosed orally to the other party shall not be treated as Confidential Information unless it is stated at the time of such oral disclosure that such information is Confidential Information and such information is reduced to writing and confirmed as Confidential Information to the recipient within ten (10) days after oral disclosure. Both Eligible Organization and Dell agree that, with respect to Confidential Information it receives (as "Recipient") from the other (as a "Discloser") in connection with this Master Agreement or an Order pursuant to this Master Agreement, that it (i) will use such Confidential Information solely for the purposes contemplated by the Master Agreement or an Order placed under this Master Agreement, (ii) shall not use any such Confidential Information for any other purpose and in particular shall not so use such Confidential Information in any manner either to the detriment of the Discloser or for the benefit of the Recipient or any third

party, and (iii) shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser.

- B. Each Party will make reasonable efforts not to disclose the other Party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (iii) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidential Information shall remain the property of and be returned to the Discloser (along with all copies or other embodiments thereof) within fifteen (15) days of (a) the termination or completion of the Order under this Master Agreement, or (b) the earlier receipt by the Recipient from the Discloser of a written demand following a breach by Eligible Organization or Dell of this Master Agreement or an Order under this Master Agreement directing that Confidential Information described generally or specifically in such demand be returned to the Discloser.
- C. In such cases where Confidential Information is required to be disclosed to a third party for purposes of providing Services, all disclosure of Confidential Information will be in accordance with the separate non-disclosure agreement between Dell and the third party.
- D. If a separate, written nondisclosure agreement exists between Eligible Organization and Dell, that agreement will control and will apply according to its terms and conditions to all Confidential Information the parties exchange with each other.
- E. Notwithstanding anything to the contrary in this Agreement or amendment to this Master Agreement, both Eligible Organization and Dell agree to comply with the data practices or similar type laws of the State in which Eligible Participant is located or founded, to the extent applicable to the scope of services performed by Supplier.

24. FERPA (and Other Privacy Laws)

Where applicable to the scope of services Dell is providing, and only to the extent directly applicable to Dell and its Services, Dell agrees to comply with the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act (GLBA) and all other applicable state and federal privacy laws. To the extent an Eligible Organization discloses any information to Dell subject to aforementioned privacy laws, Eligible Organization agrees to advise Dell of the disclosure of such information; and Eligible Organization represents and warrants to Dell that it has obtained any required consents to disclose such information. In addition, to the extent that Dell is or becomes a Business Associate as defined in HIPAA, both Parties acknowledge that a separate mutually agreeable Business Associate Agreement may be required and will govern according to its terms.

With regard to FERPA, for purposes of this Agreement, Dell is a contractor or outside service provider with whom the Procuring Eligible Organization has outsourced institutional services or functions that it would otherwise use employees to perform. For purposes of FERPA, the Procuring Eligible Organization has determined that Supplier, and its employees acting in the course of their employment under this Agreement, is a school official with a legitimate educational interest in obtaining access to education records and will only provide Dell with access to those particular education records in which Dell has a legitimate educational interest. Further, the Procuring Eligible Organization represents and warrants that it has obtained any required consents to disclose such records to Supplier and the Procuring Eligible Organization represents and warrants that it has or will make all required notifications required to disclose such records to Supplier. Supplier shall be under the direct control of the Procuring Eligible

Organization with respect to its maintenance and use of personally identifiable information from education records provided under this Agreement. Supplier shall not further disclose any personally identifiable information from education records to any third party unless that third party likewise has a legitimate educational interest in obtaining access to education records and unless authorized to so further disclose by the Procuring Eligible Organization. For purposes of this Agreement, the Procuring Eligible Organization has determined that those Supplier contractors performing institutional services or functions that the Procuring Eligible Organization would otherwise use employees to perform shall have such legitimate educational interest in instances where contractor requires access to education records in order to fulfill its responsibilities under this Agreement. Such access shall be limited to the specific educational records necessary for the performance of services and in such instances contractor shall have the same obligations pursuant to this section as Supplier and Supplier shall inform said contractors of its obligations. Supplier agrees to hold non-public information that is subject to FERPA requirements, which may include personally identifiable information, in strict confidence and agrees to implement and maintain safe guards to protect the security, confidentiality and integrity of any such non-public personal information it receives from Procuring Eligible Organizations. Suppliers shall not disclose such non-public personal information received from or on behalf of Procuring Eligible Organization except as permitted or required by this Agreement or addendum, as required by law, or otherwise authorized in writing by Procuring Eligible Organization.

25. Amendments

Except as provided for in Section 6 "Order of Preference"; Section 12 "Product Pricing"; and Section 13 "Service Pricing"; this Master Agreement shall only be amended by written instrument executed by the Parties.

26. Scope of Agreement

This Master Agreement incorporates all of the agreements of the Parties concerning the subject matter of this Agreement, and all prior agreements have been merged into this Master Agreement. No prior agreements, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Master Agreement.

27. Invalid Term or Condition

If any term or condition of this Master Agreement shall be held invalid or unenforceable, the remainder of this Master Agreement shall not be affected and shall be valid and enforceable.

28. Enforcement of Agreement

A Party's failure to require strict performance of any provision of this Master Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Master Agreement shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

29. Web Site Maintenance

Dell agrees to maintain and support Internet website(s) for access to the Retail Price List, Product descriptions, Product specifications, Service descriptions, Service specifications and other aids in accordance with instructions provided by MHEC. In addition, Dell will provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting. Dell shall notify MHEC when there are additions and/or deletions made to the list of Authorized Resellers.

30. Equal Opportunity Compliance

Dell agrees to abide by all applicable Federal and state laws, regulations, and executive orders pertaining to equal employment opportunity. In accordance with such laws, regulations, and executive orders, Dell agrees that it does not discriminate, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap. If Dell is found to be not in compliance with applicable Federal or state requirements during the life of this Master Agreement, Dell agrees to take appropriate steps to correct these deficiencies.

31. Compliance with Law

Dell shall comply with all applicable laws and governmental regulations, which by their terms, apply to Dell's performance under an Order pursuant to this Master Agreement. Eligible Organization agrees to comply with all applicable laws and governmental regulations in connection with this Master Agreement. MHEC agrees to comply with all applicable laws and governmental regulations in connection with this Master Agreement.

32. Applicable Law

- A. As between Eligible Organization and Dell, this Master Agreement will be construed in accordance with, and its performance governed by the laws of the state in which the Eligible Organization resides. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.
- B. As between MHEC and Dell this Master Agreement will be construed in accordance and its performance governed by the laws of the state of Minnesota. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the State of Minnesota.
- C. As between Eligible Organization, MHEC, and Dell this Master Agreement will be construed in accordance with and its performance governed by the laws of the state in which the Eligible Organization resides. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

33. Conflict of Interest

Dell warrants to the best of its knowledge and belief that it presently has no interest direct or indirect, which would give rise to organizational conflicts of interest.

34. Assignment

Neither Party shall sell, transfer, assign or otherwise dispose of the Master Agreement or any portion thereof or of any right, title, or interest herein without the prior written consent of the other Party. This consent requirement includes reassignment of this Master Agreement due to change in ownership, merger, or acquisition of a Party or its subsidiary or affiliated corporations. Nothing in this Section shall preclude Dell from employing a subcontractor in carrying out its obligations under this Master Agreement. Dell's use of such subcontractors will not release Dell from its obligations under this Master Agreement.

35. Survival

Certain paragraphs of this Master Agreement including but not limited to Indemnification; and Limitation of Liability shall survive the expiration of this Master Agreement. Software licenses, warranty

and service agreements, and non-disclosure agreements that were entered into under terms and conditions of this Master Agreement shall survive this Master Agreement.

36. Notification

- A. **Between the Parties:** Whenever under the terms of this Master Agreement any notice is required or permitted to be given by one Party to the other, such notice shall be given in writing and shall be deemed to have been sufficiently given for all purposes hereof if given by facsimile or mail, postage prepaid, to the Parties at the addresses set forth below, or at such other address as the Parties may direct in writing from time to time:

To MHEC:	To Dell:
MHEC	Dell Marketing LP
105 Fifth Avenue South	One Dell Way
Suite 450	Mailstop RR 1-33
Minneapolis, Minnesota 55401	Round Rock, Texas 78682
Attn: Nathan Sorensen	Attn: Contract Manager
Facsimile: 612-767-3353	Fax: 512-283-9092

Changes in the above information will be given to the other Party in a timely fashion.

- B. **To Eligible Organization:** Notices shall be sent to Eligible Organization’s business address. The term “business address” shall mean the “Bill to” address set forth in an invoice submitted to Eligible Organization.

37. Administrative Reporting and Fees

On a calendar-quarterly basis (where quarter one is January 1 – March 31 and the quarter one report is due by April 30), Dell will, in a timely manner, make available to MHEC utilization reports and information generated by this Master Agreement, reflecting net Product and Service sales to Eligible Organizations. The information and reports shall be accompanied with a check payable to the Midwestern Higher Education Commission for an amount equal to one fourth of one percent (0.25%) of the net Product and Service sales for that quarter period (the “Fee”). MHEC, from time to time may provide a written request to Dell to change the percentage of the Fee it will receive as a result of this Master Agreement. Any change in the Fee may also require a change in the Product or Service pricing.

38. MHEC Not Liable For Eligible Organizations

MHEC is not liable to Dell for the failure of any Eligible Organization to make any payment or to otherwise fully perform pursuant to the terms and conditions of an Order and/or the Master Agreement. Dell, in its sole discretion, may discontinue selling Products or Services to any Eligible Organization who fails to make payments or otherwise fully perform pursuant to the terms and conditions of the Master Agreement.

39. Announcements and Publicity

Any announcements and publicity given to MHEC (or an Eligible Organization) resulting from this Master Agreement must receive the prior approval of MHEC (or Eligible Organization). Such approval shall not be unreasonably withheld. Dell will not make any representations of MHEC's (or an Eligible Organization's) opinion or position as to the quality of effectiveness of the Products, Supplies and/or Services that are the subject of this Master Agreement without the prior written consent of MHEC (or Eligible Organization), which shall not be unreasonably withheld.

40. Marketing

Dell will assist MHEC in developing and implementing appropriate marketing strategies including seminars, printed materials and a full service, on-line MHEC-specific web site to receive information on products, supplies, services and prices and to place Orders.

41. Oversight Committee

An Oversight Committee comprised of representatives of Eligible Organizations shall be appointed by MHEC to assist and support MHEC and Dell in developing and refining the implementation of this Master Agreement. This shall include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Organizations in assuring quality and timely products and services, web presence; and to advise Dell on the effectiveness of its implementation progression. At the very least there will be an annual meeting between Dell and MHEC (and perhaps members of the Oversight Committee) to perform a contract health check; including items such as those above.

42. Force Majeure.

Neither Dell nor MHEC nor Procuring Eligible Organization shall be liable to each other during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; epidemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and / or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party unable to perform shall undertake reasonable action to notify the other Parties of the same.

43. Sovereign Immunity.

Notwithstanding anything to the contrary in this Master Agreement or Order under this Master Agreement, this Master Agreement shall not be construed to deprive a Eligible Organization of its applicable sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applying to this Master Agreement or afforded by Eligible Organization's State law applicable to the Eligible Organization. Nothing herein will be construed to prevent any breach of contract claim under this Master Agreement.

44. Compliance with Laws and Export.

A. Compliance with Laws. Procuring Eligible Organization and Dell agree to comply with all laws and regulations applicable to such party in the course of performance of its obligations under this Agreement. Procuring Eligible Organization acknowledges that the Products, Software and Services provided under this Agreement, which may include technology, authentication and encryption, are subject to the customs and export control laws and regulations of the United States ("U.S."); may be rendered or performed either in the U.S., in countries outside the U.S., or outside of the borders of the country in which Procuring Eligible Organization or its systems are located; and may also be

subject to the customs and export laws and regulations of the country in which the Products, Software and Services is rendered or received. Each party agrees to abide by those laws and regulations applicable to such party in the course of performance of its obligations under this Agreement. Procuring Eligible Organization also may be subject to import or re-export restrictions in the event Procuring Eligible Organization transfers the Products, Software or Deliverables from the country of delivery and Procuring Eligible Organization is responsible for complying with applicable restrictions. If any software provided by Procuring Eligible Organization and used as part of the Products, Software and/or Services contains encryption, then Procuring Eligible Organization agrees to provide Dell with all of the information needed for Dell to obtain export licenses from the U.S. Government or any other applicable national government and to provide Dell with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Procuring Eligible Organization is solely responsible for obtaining any necessary permissions relating to software that it exports. Dell also may require export certifications from Procuring Eligible Organization for Procuring Eligible Organization-provided software. Dell's acceptance of any order for Products, Software and Services is contingent upon the issuance of any applicable export license required by the U.S. Government or any other applicable national government. Dell is not liable for delays or failure to deliver Products, Software or Services resulting from Procuring Eligible Organization's failure to obtain such license or to provide such certification.

- B. **Regulatory Requirements.** Dell is not responsible for determining whether any Third-Party Product to be used in the Products, Software and Services satisfies the local regulatory requirements of the country to which such Products, Software and Services are to be delivered or performed, and Dell shall not be obligated to provide any Products, Software and Services where the resulting Products, Software and Services is prohibited by law or does not satisfy the local regulatory requirements.
- C. **Excluded Data.** Procuring Eligible Organization acknowledges that no part of the Products, Software and Services is designed with security and access management for the processing and/or storage of the following categories of data: (1) data that is classified and/or used on the U.S. Munitions list, including software and technical data; (2) articles, services and related technical data designated as defense articles and defense services; (3) ITAR (International Traffic in Arms Regulations) related data; and (4) except for personally identifiable information referenced in Section 23, personally identifiable information that is subject to heightened security requirements as a result of Procuring Eligible Organization's internal policies or practices, industry-specific standards or by law (collectively referred to as "Excluded Data"). Procuring Eligible Organization hereby agrees that Procuring Eligible Organization is solely responsible for reviewing data that it will provide to Dell (or to which Dell will have access) to ensure that it does not contain Excluded Data.

45. Miscellaneous.

All Parties to this Master Agreement may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Master Agreement that shall be considered an original and shall be admissible in any action to enforce this Master Agreement. Dell may accept this Master Agreement either by its authorized signature or a signed Order. Except as provided for in this Master Agreement, all changes to this Master Agreement must be made in writing signed by both Parties; accordingly any additional terms on the Procuring Eligible Organization's ordering documents shall be of no force or effect.

The Parties, by their representatives signing below, agree with the terms of this Master Agreement and further certify that their respective signatories are duly authorized to execute this Agreement.

Midwestern Higher Education
Commission

Dell Marketing L.P.

Signature: Larry Isaak

Lauren Newberry

Name: Larry Isaak

Lauren D. Newberry

Title: President

Contracts Consultant

Midwest Higher Education Compact

Dell Marketing L.P.

Address: 105 Fifth Avenue South Suite 450

One Dell Way, RR 8-07

Minneapolis, Minnesota, 554401

Round Rock, Texas 78682

Date: 6-17-15

June 17, 2015

Exhibit A – Discount Category Pricing

Dell Pricing Level Discount Matrix (“Matrix”):

Product Category	Product Category Classifications	MHEC Discount
A	Most PowerEdge Servers, PowerEdge Racks; Most CloudEdge; PowerApp Appliance Servers; PowerVault Storage Products; Precision Workstations; OptiPlex Desktops; Most Customer Kits; Latitude Notebooks; Selected Toner; Selected Dell Cisco Switches; Dell Wyse	14.0%
F	Selected Toner	1.5%
H	Base Ships Fast SKUs (Latitude, Optiplex, and Precision); Non-configurable/stocked Dell-branded Products (e.g., Smart Selection), Future Products to be Determined.	6.0%
M	3rd Party Software & Peripherals - Mainstream Products	6.0%
O	Selected service on PowerEdge departmental servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	13.25%
R	Selected Services such as On-site – Next Business Day, On-site (extended yrs), Critical Care On-site Service (all yrs); and other svcs	5.0%
S	Selected Inspirons; Dell Compellent; Dell EqualLogic; Dell Kace; Selected Dell Printers; PowerConnect; Dell Projectors; Dell AIM; Selected PowerEdge; Vostro Notebooks; XPS Notebooks; Alienware Notebooks; Most Dell Cisco switches; Mellanox switches; Dell Force10; Dell AppAssure, Dell SonicWALL	3.0%
U	Spare Parts	0.5%
V	Peripherals and Services with discounts that vary based upon the system in which the item is installed	Varies per base sku
X	Selected Dell Printers; Selected Dell Monitors; Selected CloudEdge; Selected PowerEdge; Sonic Data Center Solutions; Selected 3rd Party Software & Peripherals; Non-Discountable Products	0.5%
Z	Selected Inspirons; Vostro Desktops & Notebooks; XPS Desktops; Alienware Desktops; Non-Discountable Service (except where contractually required)	0.5%
Z1 and Z5	Non-discountable Service	0.0%

The product classifications identified above are in place as of the Effective Date of this Agreement. These classifications affect Dell Public Sector customers and Dell may change product availability or classification category for all customers without notice. Reference the Dell Retail Price List to verify the applicable Product Category for each sku on Dell’s Quote. The descriptions herein are general in nature and are not all inclusive. Any product category not listed herein shall be deemed a non-discountable product or service offering and receive zero percent contractual discount.

Revenue Gates

Dell will offer the following discounts associated with single transactions.

Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Purchase Order	Category A Discount in addition to the Initial Pricing Level Discount
\$50,000	\$99,999	Greater than or equal to 1%
\$100,000	\$199,999	Greater than or equal to 2%
\$200,000	\$499,999	Greater than or equal to 4%
\$500,000	\$999,999	Greater than or equal to 6%
\$1,000,000	No Maximum	Greater than or equal to 8%

Dell will offer the following discounts associated with cumulative purchases under the MHEC contract.

During the course of the Master Agreement Dell shall increase the base Category A discount by ½% within fifteen business days after submission of quarterly reporting period indicating sales threshold of \$2B / \$4B / \$6B has been achieved.

Exhibit B. Dell-branded System Software End User License Agreement (EULA)

This EULA is for System Software. System Software provides basic hardware functionality and platforms for applications to run (like firmware and BIOS), manages products in which it is embedded and includes software specifically designated by Dell.

THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR AN ENTITY) AND DELL PRODUCTS L.P., A TEXAS LIMITED PARTNERSHIP, OR DELL GLOBAL B.V. (SINGAPORE BRANCH), THE SINGAPORE BRANCH OF A COMPANY INCORPORATED IN THE NETHERLANDS WITH LIMITED LIABILITY ON BEHALF OF ITSELF, DELL INC. AND DELL INC.'S DIRECT AND INDIRECT SUBSIDIARIES (COLLECTIVELY, "DELL"). THIS AGREEMENT GOVERNS ALL SOFTWARE ("SOFTWARE") AND ANY UPGRADES, UPDATES, PATCHES, HOTFIXES, MODULES, ROUTINES, FEATURE ENHANCEMENTS AND ADDITIONAL VERSIONS OF THE SOFTWARE THAT REPLACE OR SUPPLEMENT THE ORIGINAL SOFTWARE (COLLECTIVELY "UPDATES") AND THEIR ASSOCIATED MEDIA, PRINTED MATERIALS, ONLINE OR ELECTRONIC DOCUMENTATION, DISTRIBUTED BY OR ON BEHALF OF DELL UNLESS THERE IS A SEPARATE LICENSE AGREEMENT BETWEEN YOU AND THE MANUFACTURER OR OWNER OF THE SOFTWARE OR UPDATE. IF THERE IS NO SEPARATE LICENSE AGREEMENT THEN THIS AGREEMENT GOVERNS YOUR USE OF UPDATES, AND SUCH UPDATES WILL BE CONSIDERED SOFTWARE FOR ALL PURPOSES OF THIS EULA. THE "SOFTWARE" SHALL MEAN COLLECTIVELY THE SOFTWARE PROGRAM AND UPDATES AND ANY COPIES THEREOF. THIS EULA, IN AND OF ITSELF, DOES NOT ENTITLE YOU TO ANY UPDATES AT ANY TIME IN THE FUTURE. BY EXPRESSLY ACCEPTING THESE TERMS OR BY DOWNLOADING, INSTALLING, ACTIVATING AND/OR OTHERWISE USING THE SOFTWARE, YOU ARE AGREEING THAT YOU HAVE READ, AND THAT YOU AGREE TO COMPLY WITH AND ARE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA, THEN YOU MAY NOT DOWNLOAD, INSTALL, ACTIVATE OR OTHERWISE USE ANY OF THE SOFTWARE AND YOU MUST PROMPTLY RETURN THE SOFTWARE; AND WHERE SOFTWARE WAS LOADED BY OR ON BEHALF OF DELL AS INCLUDED IN YOUR PURCHASE OF SPECIFIC HARDWARE (INCLUDING COMPONENTS OR ASSEMBLIES), YOU MUST RETURN THE ENTIRE HARDWARE/SOFTWARE PACKAGE AS DIRECTED BY DELL OR ITS RESELLER (IF APPLICABLE) FOR A FULL REFUND. IF YOU ARE ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF AN ENTITY, YOU ACKNOWLEDGE THAT YOU HAVE THE APPROPRIATE AUTHORITY TO ACCEPT THESE TERMS AND CONDITIONS ON BEHALF OF SUCH ENTITY.

1. License. Subject to the terms, conditions and restrictions of this EULA (as a condition to the grant below), Dell hereby grants you a limited, personal, nonexclusive, and except as otherwise set forth in Section 6 below, nontransferable, nonassignable license, without rights to sublicense, to install or have installed, display and use the Software (in object code form only) solely for internal purposes, only on as many computers, devices and/or in such configurations as expressly permitted by Dell (e.g., as set forth in the applicable Dell sales quote or invoice), or on one computer device if no other entitlement is specified, and for such period specified in a term license, or perpetually if no term is specified.

2. License Limitations and Conditions. This license is conditioned upon Dell receiving your timely payment of any fees or royalties applicable to the Software or to any hardware in which the Software may be loaded. You may not copy the Software except for a reasonable number of copies solely as needed for backup or archival purposes or as otherwise expressly permitted in Section 1 "License" above. You may not modify or remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary notices or markings on or in the Software. The rights granted herein are limited to

Dell's and its licensors' and suppliers' intellectual property rights in the Software and do not include any other third party's intellectual property rights. If the Software was provided to you on removable media (e.g., CD, DVD, or USB drive), you may own the media on which the Software is recorded but Dell, Dell's licensor(s) and/or supplier(s) retain ownership of the Software itself and all related intellectual property rights. If the package accompanying your Dell computer or device contains optical discs or other storage media, you may use only the media appropriate for your computer or device. You may not use the optical discs or storage media on another computer, device or network, or loan, rent, lease or transfer them to another user except as permitted by this Agreement. You are not granted any rights to any trademarks or service marks of Dell or any of its licensors or suppliers. The use of any other software, including any software package or file, whether licensed to you separately by Dell or by a third party, is subject to the terms and conditions that come with or are associated with such software.

3. Rights Reserved. THE SOFTWARE IS LICENSED, NOT SOLD. Except for the license expressly granted in this EULA, Dell, on behalf of itself and its licensors and suppliers, retains all right, title, and interest in and to the Software and in all related content, materials, copyrights, trade secrets, patents, trademarks, derivative works and any other intellectual and industrial property and proprietary rights, including moral rights, registrations, applications, renewals and extensions of such rights (the "Works"). The rights in these Works are valid and protected in all forms, media and technologies existing now or hereafter developed and any use other than as expressly set forth herein, including the reproduction, modification, distribution, transmission, adaptations, translation, display, republication or performance of the Works is strictly prohibited. Dell, on behalf of itself and its licensors and suppliers, retains all rights not expressly granted herein.

4. Restrictions. Except as otherwise provided herein or expressly agreed by Dell, you may not, and will not allow a third party to: (A) sell, lease, license, sublicense, assign, distribute or otherwise transfer or encumber by any means (including by lien, hypothecation or otherwise) in whole or in part the Software; (B) provide, make available to, or permit use of the Software in whole or in part by, any third party, including contractors, without Dell's prior written consent, unless such use by the third party is solely on your behalf, is strictly in compliance with the terms and conditions of this EULA, and you are liable for any breach of this EULA by such third party (a "Permitted Third Party"); (C) copy, reproduce, republish, upload, post or transmit the Software in any way; (D) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code (or underlying ideas, algorithms, structure or organization) from the Software program, in whole or in part; (E) modify or create derivative works based upon the Software; (F) use the Software on a service bureau, rental or managed services basis or permit other individuals or entities to create Internet "links" to the Software or "frame" or "mirror" the Software on any other server or wireless or Internet-based device; (G) use the Software to create a competitive offering; or (H) share or publish the results of any benchmarking of the Software without Dell's prior written consent. You may not, and will not allow a Permitted Third Party to, use the Software in excess of the number of licenses purchased from or expressly authorized by Dell.

5. Compliance. Upon request by Dell, you will certify in writing that all use of Software is in compliance with the terms of this EULA, indicating the number of Software licenses deployed at that time. As long as You own the hardware system which the Software is loaded, You grant Dell, or an agent selected by Dell, the right to perform, during normal business hours, a reasonable audit of your compliance with this EULA. You agree to cooperate and provide Dell with all records reasonably related to your compliance with this EULA.

6. Transferability. You have the limited right to transfer Software on a permanent basis as part of the

sale or transfer of the hardware system on which the Software is loaded, provided that: (i) you retain no copies of any version of the Software, (ii) the transfer includes the most recent update and all prior versions of the Software.

7. Support and Subscription Services Not Included. Dell does not provide any maintenance or support services under this EULA. Maintenance and support services, if any, are provided under a separate agreement, which may be located at www.dell.com/servicecontracts/global.

8. Termination. Dell may terminate this EULA immediately and without prior notice if you fail to comply with any term or condition of this EULA or if Dell does not receive timely payment for the licenses to the Software or for the hardware to which Software is loaded, if any. In addition, Dell may terminate any license to Software distributed for free, at any time in its sole discretion. This EULA will terminate automatically if you fail to comply with any of its terms or if the license term ends. You may terminate this EULA at any time on written notice to Dell. In the event of termination of this EULA, all licenses granted hereunder shall automatically terminate and you must immediately cease use of the Software and return or destroy all copies of the Software. The parties recognize and agree that their obligations under Sections 2, 3, 4, 5, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, and 22 of this EULA, as well as obligations for payment, shall survive the cancellation, termination and/or expiration of this EULA, and/or the licenses granted hereunder. Dell will not have any obligation upon the termination of this EULA to refund any portion of any license fee.

9. Export, Import and Government Restrictions. The Software is subject to U.S. export laws as well as the laws of the country where it is delivered or used. You agree to abide by these laws. Under these laws, the Software may not be sold, leased or transferred to embargoed countries (currently Cuba, Iran, North Korea, Sudan and Syria), other restricted countries, restricted end-users, or for restricted end-users. You specifically agree that the Software will not be used for activities related to weapons of mass destruction, including but not limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. You understand that certain functionality of the Software, such as encryption or authentication, may be subject to import or export restrictions in the event that you transfer the Software from the country of delivery and you are responsible for complying with applicable restrictions.

The Software and documentation are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software and documentation with only those rights set forth herein. Contractor/manufacturer is Dell Products L.P., One Dell Way, Round Rock, Texas, 78682.

10. Warranty; Disclaimer of Warranty. Dell warrants that the software media, if any, will be free from defects in materials and workmanship under normal use for 90 days from the date you receive them and warrants the Software will conform to the specifications within the documentation accompanying the Software for a period of 30 days. DELL MAKES, AND YOU RECEIVE, NO OTHER WARRANTIES RELATED TO THE SOFTWARE WHETHER EXPRESS, IMPLIED OR STATUTORY, AND DELL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DELL DOES NOT WARRANT THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE AND THE RESULTS ACHIEVED. YOUR SOLE AND EXCLUSIVE REMEDY, AND DELL'S ENTIRE LIABILITY, IS FOR DELL, AT ITS SOLE DISCRETION, TO EITHER USE COMMERCIALY REASONABLE EFFORTS TO REMEDY ANY DEFECT IN THE MEDIA OR SOFTWARE OR TO PROVIDE A REFUND OF THE LICENSE FEES RECEIVED BY DELL FOR THE SOFTWARE AND TERMINATE THIS AGREEMENT. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND YOU MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE DATE OF DELIVERY OF THE SOFTWARE (UNLESS LOCAL LAW PROVIDES OTHERWISE).

11. Limitation of Liability. DELL WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST VALUE OR LOST SALES (WHETHER SUCH PROFITS, SAVINGS, VALUE OR SALES ARE DIRECT, INDIRECT, CONSEQUENTIAL OR OF ANY OTHER NATURE), LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK(S), OR THE RECOVERY OF SUCH DATA, SYSTEMS(S) OR NETWORK(S), LOSS OF BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION OR DOWNTIME, LOSS OF GOODWILL OR REPUTATION, SOFTWARE NOT BEING AVAILABLE FOR USE OR THE PROCUREMENT OF SUBSTITUTE SOFTWARE OR GOODS, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS EULA UNDER ANY THEORY OF LIABILITY EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS EULA, DELL'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS EULA AND/OR THE SOFTWARE SHALL NOT EXCEED THE GREATER OF EITHER: A) THE TOTAL AMOUNT RECEIVED BY DELL FOR THE APPLICABLE SOFTWARE LICENSE DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE RELEVANT CLAIM AROSE OR B) THE AMOUNT RECEIVED BY DELL FOR THE SPECIFIC HARDWARE ON WHICH THE PARTICULAR SOFTWARE WAS LOADED.

Insofar as applicable law prohibits any limitation on liability herein, the parties agree that such limitation will be automatically modified, but only to the extent required to make the limitation compliant with applicable law.

12. Development Tools. If the Software includes development tools, such as scripting tools, APIs (application programming interface s), or sample scripts (collectively "Development Tools") and unless there is a separate agreement between you and Dell for the Development Tools, you may use such Development Tools to create new scripts and code for the purpose of customizing your use of the Software (within the parameters set forth in this EULA and within the parameters set forth in the Development Tools themselves) and for no other purpose. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, THE DEVELOPMENT TOOLS ARE PROVIDED "AS IS" WITHOUT INDEMNITY OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DELL BEARS NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM USE (OR ATTEMPTED USE) OF THE DEVELOPMENT TOOLS AND HAS NO DUTY TO PROVIDE SUPPORT TO YOU.

13. Evaluation Licenses. This EULA does not license use of Software for evaluation purposes ("Evaluation Software"). Your use of Evaluation Software is subject to the separate license terms and conditions accompanying that Evaluation Software.

14. Hosted and Internet-Accessible Software. Some or all of the Software may be remotely hosted or accessible to you through the Internet ("Hosted Software"). In such case, Dell may suspend, terminate,

withdraw, or discontinue all or part of the Hosted Software or your access to the Hosted Software upon receipt of a subpoena or law-enforcement request, or when Dell believes in its sole discretion that you have breached any term of this EULA or are involved in any fraudulent, misleading, or illegal activities. Dell may modify the Hosted Software at any time with or without prior notice to you. Dell may perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Hosted Software installed on its and your system(s), which may temporarily degrade the quality of the Hosted Software or result in a partial or complete outage of the Hosted Software. Updates, patches or alerts may be delivered from Dell servers, which may be located outside of your country. Dell provides no assurance that you will receive advance notification of such activities or that your use of the Hosted Software will be uninterrupted or error-free. Your use of the Hosted Software may be subject to additional or different license terms and conditions negotiated between You and Dell.

15. Open Source and Third Party Software. The Software may come bundled or otherwise be distributed with open source or other third party software, which is subject to the terms and conditions of the specific license under which it is distributed. OPEN SOURCE SOFTWARE IS PROVIDED BY DELL "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, AS IT RELATES TO ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH OPEN SOURCE SOFTWARE, DELL SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under certain open source software licenses, you are entitled to obtain the corresponding source files. You may find corresponding source files for the Software at <http://opensource.dell.com> or other locations that may be specified to You by Dell.

16. High-Risk Disclaimer and Excluded Data. The Software is not designed or intended for high-risk applications, for use as online control systems or use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support, weapons systems or in any other device or system in which function or malfunction of the software could result in death, personal injury or physical or environmental damage. You acknowledge that Software provided under this EULA is not designed with security and access management for the processing and/or storage of the following categories of data and software: (A) classified data and software; (B) data and software controlled under the International Traffic in Arms Regulations ("ITAR"); and (C) except for personally identifiable information as identified in Master Price Agreement MHEC-07012015, personally identifiable information that is subject to heightened security requirements as a result of your internal policies or practices or by law (collectively referred to as "Excluded Data"). You hereby agree that you are solely responsible for reviewing data that the Software will provide to Dell (or to which Dell will have access) to ensure that it does not contain Excluded Data.

17. Right to Preliminary and Injunctive Relief. You agree that money damages would be an inadequate remedy for Dell in the event of a breach or threatened breach by you of the provisions set forth in this EULA; therefore, you agree that in the event of a breach or threatened breach of any such provisions, Dell may, in addition to any other remedies to which it is entitled, be entitled to such preliminary or injunctive relief (including an order prohibiting you from taking actions in breach of such provisions), without the need for posting bond, and specific performance as may be appropriate to preserve all of

Dell's rights. All rights and remedies afforded Dell by law shall be cumulative and not exclusive.

18. Choice of Law. The parties agree that the provisions of the Uniform Computer Information Transactions Act ("UCITA"), as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to this EULA, and the parties waive any and all rights they may have under any laws(s) adopting UCITA in any form.

19. No Waiver. No waiver of breach or failure to exercise any option, right, or privilege under the terms of this EULA on any occasion by either party shall be construed to be a waiver of a subsequent breach or right to exercise any option, right, or privilege.

20. No Assignment. Except as provided in Section 6, Procuring Eligible Organization may not assign or transfer its interests, rights or obligations under this EULA, in whole or in part, whether voluntarily, by contract, or by merger (whether that party is the surviving or disappearing entity), stock or asset sale, consolidation, dissolution, through government action or order, or otherwise. Any attempt to assign this EULA without prior written consent from an authorized executive officer of Dell shall be null and void.

21. Entire Agreement. Unless you have entered into another written agreement with respect to the Software which has been signed by you and an authorized representative of Dell, including but not limited to the Master Price Agreement MHEC-07012015 or an order under Master Price Agreement MHEC-07012015, and which conflicts with the terms of this EULA, you agree that this EULA supersedes all prior written or oral agreements, warranties or representations with respect to use of the Software. If any term (or part thereof) of this EULA is found to be invalid or unenforceable, the remaining provisions (including other valid parts within the effected term) will remain effective. You acknowledge that you have read this Agreement, that you understand it, that you agree to be bound by its terms, and that this is the complete and exclusive statement of the Agreement between you and Dell regarding the Software.

(S Version - Rev. 01142014)

Exhibit C – Dell Return Policy

U.S. Return Policy

Direct (applies only to purchases directly from Dell — by internet, phone or Dell Direct Store)

Dell values its relationship with you, and offers you the option to return most products you purchase directly from Dell. You may return eligible products for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees, as set forth in detail below.

Extended Holiday Returns: Extended returns on purchases made 11/9/14 to 12/25/14, return deadline is 1/15/15 or 30-days from invoice date, whichever is later. Exceptions to Dell's standard return policy still apply, and certain products are not eligible for return at any time. Television returns are subject to restocking fees.

21-Day Return Period for Certain Products and Accessories: Unless you have a separate agreement with Dell, or except as provided below, all hardware, accessories, peripherals, parts may be returned within 21 days from the date on the packing slip or invoice for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees (as further described below). Any product returned to Dell **without prior authorization** from Dell will be considered an **unauthorized** return, and the customer will not receive credit for the product and Dell will not ship the product back to you.

Exceptions to Dell's 21-Day Return Period:

- **Software may not be returned at any time**, unless the software being returned is:
 1. Application software or operating systems installed by Dell on a returnable system which is being returned within the applicable return period; or
 2. Media-based software that is unopened and still in its sealed package or, if delivered electronically, software that you have not accepted by clicking "I agree to these Terms and Conditions."
- Except as otherwise set forth herein, new **PowerEdge™**, **PowerConnect™** and **PowerVault™** products purchased directly from Dell may be returned within 30 days from the date on the packing slip or invoice.
- Unless you have a separate agreement with Dell, or except as provided below, all returnable products purchased directly from Dell by large enterprise or public customers may be returned within 30 days from the date on the packing slip or invoice.
- **Dell EqualLogic™** and **EqualLogic**-branded products, **Dell|EMC** and **EMC**-branded products, **Dell Compellent™** and **Compellent**-branded products, **Dell KACE™** and **KACE**-branded products, **Dell Force10™** and **Force10**-branded products, **PowerVault ML6000** tape libraries, **PowerVault DL and DR** products, **Dell SonicWALL™** and **SonicWALL**-branded products, **Dell Wyse™** and **Wyse**-branded products, **Dell Quest™**, **Quest™**, **ScriptLogic™** and **VKernel™** branded products, **Dell Software** branded products, **Dell AppAssure™** and **AppAssure™** branded products, **Dell StatSoft** and **StatSoft**-branded products, non-Dell-branded enterprise products, enterprise software, and customized products **may not be returned at any time**.
- Licenses purchased under any type of volume license agreement may be returned only with the express approval of the publisher, which in many circumstances will not be granted.

- Non-Dell branded **mobile phone** offers fulfilled by third-party partners are subject to partner return policies, which may have shorter return periods.

Restocking Fees: Unless the product is defective or the return is a direct result of a Dell error, Dell may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

Promotional Items: If you return a purchased item that qualified you for a discount, promotional item or promotional card (for example, buy a service, get a computer half off; buy a computer, get a free printer; buy a TV, get a promotional gift card) and either (i) do not also return the discounted or promotional item or (ii) have already redeemed the promotional card, Dell may deduct the value of the discount, promotional item or redeemed card from any refund you receive for the return of the purchased item.

How to Return a Product: Before returning a product, you **MUST** first contact Dell customer service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period. Dell will not accept returns without a CRA number. To find the appropriate phone number or to send an email to customer service to request a CRA number, go to www.dell.com/contact or see the "Contacting Dell" or "Getting Help" section of your customer documentation. To initiate a return online, please click [here](#). **NOTE:** You must ship the product to Dell within 5 days of the date that Dell issues the Credit Return Authorization number and **MUST** follow these steps:

- Ship back **all** products you are seeking to return to Dell and for which you received a CRA number. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.
- Return the products in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in your original shipment.
- Ship the products at your expense, and insure the shipment or accept the risk of loss or damage during shipment.

Upon receipt of your return, Dell will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees subject to this policy.

Note: Before you return the product to Dell, make sure to **back up any data on the hard drive(s) and on any other storage device in the product. Remove any and all confidential, proprietary and personal information as well as removable media such as flash drives, CDs and PC Cards. Dell is not responsible for any confidential, proprietary or personal information; lost or corrupted data; or damaged or lost removable media that may be included with your return.**

Rev. 09182014

**CITY OF RAYTOWN
Request for Board Action**

Date: May 29, 2018

Resolution No.: R-3099-18

To: Mayor and Board of Aldermen

From: Douglas A. Jones, EMS Director

Department Head Approval: _____

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

City Administrator Approval: _____



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 NRA Group, LLC for collections on delinquent accounts.

Recommendation: Staff recommends approval of the agreement.

Analysis: In 2013, Raytown EMS began using Credit World Services for the collection of delinquent accounts. At that time, that firm accepted our accounts on the basis of an existing agreement with the City; no separate contract had been entered into. This year, we published an RFP for delinquent accounts collection. We received three proposals and concluded that NRA Group, LLC was the best, as well as the lowest bid at a rate of 17% of successful first-placement collections, compared with the 25% of the current firm. Upcharge to 30% + costs applies for cases referred for legal action; however, those referrals are at our discretion. We believe that as a larger, national firm, NRA Group, LLC will be better positioned to maximize collections in what is, at best, the very challenging market of delinquent EMS accounts.

Alternatives: If this agreement is rejected, we would continue using the current 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

Additional Reports Attached: Proposed agreement with NRA Group, LLC

A RESOLUTION AUTHORIZING AND APPROVING A SERVICE AGREEMENT WITH NRA GROUP, LLC FOR COLLECTION OF DELINQUENT ACCOUNTS ASSOCIATED WITH EMERGENCY MEDICAL SERVICES

WHEREAS, the City of Raytown operates an ambulance service and issued its invitation to bid for the collection of delinquent accounts associated with Emergency Medical Services; and

WHEREAS, the EMS Department received three (3) bids in response to the invitation and determined that the bid submitted by NRA Group, LLC. 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 NRA Group, LLC for the collection of delinquent accounts associated with Emergency Medical Services;

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

THAT the agreement with NRA Group, LLC for the collection of delinquent accounts associated with Emergency Medical Services 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 5th day of June, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

George E. Kapke, City Attorney



NRA
NATIONAL RECOVERY AGENCY
COLLECTION SERVICES AGREEMENT

This COLLECTION SERVICES AGREEMENT (the “Agreement”), dated as of date of contract, is made and entered into by and between NRA GROUP, LLC d/b/a NATIONAL RECOVERY AGENCY (“NRA”), a Pennsylvania limited liability company with a principal office address of 2491 Paxton Street, Harrisburg, Pennsylvania 17111 and City of Raytown – Emergency Medical Services (“CLIENT”), with a principal office address of 10020 E. 66th Terrace, Raytown MO 64133. Each of NRA and CLIENT is at times referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

WHEREAS, NRA is engaged in the business of collecting delinquent accounts, locating skip accounts and providing additional servicing functions for accounts referred to NRA;

WHEREAS, CLIENT owns certain delinquent accounts (collectively, the “Accounts”) and desires to retain NRA to collect certain Accounts on the terms and subject to the conditions of this Agreement; and

WHEREAS, NRA desires to accept the retention and to collect the Accounts.

NOW THEREFORE, in consideration of the above premises and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. SERVICES

- a. CLIENT shall from time to time refer delinquent Accounts (collectively, the “Referred Accounts”) to NRA.
- b. NRA will accept and attempt to collect Referred Accounts and shall use its best efforts to obtain all amounts due to CLIENT with respect to such Referred Accounts (collectively, the “Services”).

2. COMPLIANCE WITH LAWS

- a. In performing the Services, NRA shall not intentionally or negligently fail to comply with all applicable federal and state laws, regulations and guidelines, and will not, under any circumstances, engage in any threats, intimidation, or harassment of a consumer in the collection of Referred Accounts.
- b. NRA will observe individual rights within the constraints of the Fair Debt Collection Practices Act (“FDCPA”), Fair Credit Reporting Act (“FCRA”), Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any other applicable federal and state laws pertaining to collection practices and procedures.
- c. NRA will provide the required notice that it records all inbound and outbound calls for quality control purposes, including communications with consumers and clients.

3. REMITTANCES/COMMISSION

- a. NRA shall charge a commission (the “Commission”) on payment amounts received in connection with the Referred Accounts (“Payments”) at the rate of seventeen percent (17%) on all primary placement accounts and a rate of thirty percent (30%) on all secondary placement accounts, such accounts being those Referred Accounts that have been placed with another collection agency, a law firm, any other collection entity or where judicial process has begun prior to placement with NRA for collection. With respect to any Referred Account in which legal action is taken, NRA shall charge thirty percent (30%) on amounts realized plus court costs and filing fees.

- b. For the purposes of this Agreement, the term “Date of Placement” shall mean (i) the date on which CLIENT places a Referred Account on the secured file website or (ii) in the case of a Referred Account that the CLIENT transmits through means other than the secured file website, the date on which NRA receives written notice of the Referred Account. After the Date of Placement, any Payment received by either NRA or CLIENT will be charged the full Commission at the rate herein set forth.
- c. NRA will remit to CLIENT on a monthly basis, no later than the 15th of the month, Payments received during the preceding month on a net basis. For the purposes of this section, “net basis” shall be Payments received during the preceding month less Commission.
- d. CLIENT grants and conveys unto NRA the right of endorsement in clearing drafts, checks, and notes in order to facilitate collection of Payments.
- e. For CLIENT’S protection, NRA will deposit all Payments daily into trust accounts.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

- a. NRA
 - i. NRA shall maintain proper records on Referred Accounts in such a manner that CLIENT may audit them during normal business hours. NRA may audit the CLIENT books for the purposes of payment verification. NRA shall provide to the CLIENT reports selected by the CLIENT on a monthly, quarterly, or annual basis. Additionally, reports shall be made available to the CLIENT via NRA’s internet site program called “Navigate.”
 - ii. NRA agrees that any information provided by CLIENT will be used solely for the purpose of skip tracing and/or collecting the Referred Accounts. NRA shall retain in strict confidence all CLIENT supplied information and shall use due care to preserve any and all such materials in its possession, including but not limited to, as outlined in the HIPAA guidelines.
 - iii. NRA warrants that it maintains proper insurance coverage for the protection of CLIENT. An accord form shall be provided to the CLIENT upon request.
 - iv. For Health Care Clients only: NRA acknowledges that it is a Business Associate of CLIENT and CLIENT acknowledges that it is a Covered Entity under HIPAA. Both Parties hereto agree to be bound by the terms of the Business Associate Agreement (attached as a separate agreement).
- b. CLIENT
 - i. CLIENT warrants that consumers were given prior written notice of any collection costs that have been added to Referred Accounts prior to placement with NRA.
 - ii. Should CLIENT receive any Payment(s) in connection with a Referred Account while such account is referred to NRA for collection, CLIENT agrees to report the Payment(s) to NRA on the day such Payment is received.
 - iii. Should CLIENT receive any bankruptcy notices or any other communications from a consumer or third parties in connection with a Referred Account, CLIENT agrees to report such notice or communication to NRA on the day it is received.
 - iv. In order for NRA Group to comply with the federal Telephone Consumer Protection Act (“TCPA”) as it was clarified by the Federal Communication Commission (“FCC”) on June 18, 2015 via Declaratory Ruling, CLIENT agrees that upon placement of Referred Accounts to NRA Group, that the accounts placed for collection with a mobile phone number have prior express consent. If the Referred Account(s) has been skip traced or

data appended by another vendor this shall be considered no consent to call. If there is no consent to call, CLIENT needs to notify NRA Group of this prior to the submission of Referred Account(s).

If CLIENT cannot confirm prior express consent was given to it by the consumer, as required by TCPA and the FCC Declaratory Ruling, the Referred Accounts will be considered not to have consent. CLIENT will be able to provide proof to NRA Group of prior express consent, if warranted, in a timely manner.

TCPA legally permits vicarious liability. This means that CLIENT may be sued for an action taken by NRA Group or any other company CLIENT has hired or may hire to collect on this debt.

5. INDEMNIFICATION

- a. CLIENT, its agents, owners, and employees, shall not be liable for any claims, loss, damages, penalties, fines, injuries, or casualty of whatsoever kind or by whomsoever caused, arising out of or resulting from NRA's actions or inactions in performing under this Agreement. NRA for itself, its heirs, executors, administrators, successors and assigns hereby agrees to indemnify and hold CLIENT, its agents, owners, and employees, harmless from and against any and all claims, demands, liabilities, fines, penalties, damages, suits or actions (including all reasonable expenses and attorney's fees incurred by or imposed upon CLIENT) arising from, or in any way pertaining to the actions and/or inactions of NRA in performing under this Agreement.
- b. NRA, its agents, owners, and employees, shall not be liable for any claims, loss, damages, penalties, fines, injuries, or casualty of whatsoever kind or by whomsoever caused, arising out of or resulting from CLIENT'S actions or inactions in performing under this Agreement. CLIENT for itself, its heirs, executors, administrators, successors and assigns hereby agrees to indemnify and hold NRA, its agents, owners, and employees, harmless from and against any and all claims, demands, liabilities, fines, penalties, damages, suits or actions (including all reasonable expenses and attorney's fees incurred by or imposed upon NRA) arising from, or in any way pertaining to the actions and/or inactions of CLIENT in performing under this Agreement.

6. TERMINATION

- a. Termination for Convenience
 - i. This Agreement may be terminated for convenience by either Party upon not less than thirty (30) days' prior written notice to the other Party.
 - ii. Upon termination of this Agreement for convenience, NRA will continue to provide Services for 180 days (the "Termination Period"). Any accounts that have active payment arrangements at the conclusion of the Termination Period may be kept by NRA for an additional 180 days from the date the last payment was made.
 - iii. NRA shall deliver to CLIENT a list of CLIENT'S accounts upon returning such accounts.
 - iv. NRA will remit the total amount held in trust to CLIENT within thirty (30) days of termination of this Agreement for convenience, and return all Referred Accounts to CLIENT within the time frame specified in section 6(a)(ii). CLIENT will pay all outstanding Commissions due to NRA, if any, within thirty (30) days of the later to occur of (a) the date of termination, or (b) receipt by CLIENT of Referred Accounts.
- b. Termination for Cause

- i. In the event of discovery of a material breach or default of the Agreement by NRA or CLIENT, the non-breaching Party shall first make proper notice to the breaching Party and will cooperate with that Party's good faith efforts to resolve the material breach or default within thirty (30) days (the "Cure Period"). If the breaching Party fails to cure during the Cure Period, the non-breaching Party may immediately terminate the Agreement for cause.
- ii. Upon termination of the Agreement for cause by CLIENT, all Referred Accounts shall be returned to CLIENT immediately. Upon termination of the Agreement for cause by NRA, NRA shall have the option of returning Referred Accounts immediately to CLIENT or within the time frame specified in section 6(a)(ii).

7. CLIENT AUTHORIZATIONS

- a. NRA will credit bureau report Referred Accounts only if CLIENT authorizes such reporting on the Credit Bureau Reporting Authorization located at Appendix A, attached hereto and incorporated herein.
- b. NRA will proceed with settlement offers on Referred Accounts only if CLIENT has signed the Settlement Authorization located on Appendix A, attached hereto and incorporated herein, and has indicated the discount and settlement rate permitted.
- c. NRA will review Referred Accounts to determine if they are appropriate for referral to an attorney for legal action only if CLIENT has signed the Review for Legal Proceedings Authorization located at Appendix A, attached hereto and incorporated herein. Upon determination that a Referred Account is appropriate for legal action, such account shall not be referred without CLIENT'S prior express written permission.

8. GENERAL TERMS

- a. In the performance of this Agreement, it is mutually understood and agreed that NRA and CLIENT are at all times acting and performing as independent contractors, and not as employees, joint ventures, or lessees, and neither party shall have any claim under this Agreement or otherwise against the other for worker's compensation, unemployment insurance benefits, or any other employee benefits.
- b. This Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective legal representatives, assigns and successors in interest. Neither Party will assign its rights under this Agreement, except to subsidiaries and related companies, without the prior express written consent of the other Party.
- c. This Agreement will be governed and construed in accordance with the laws of Missouri now in effect or hereafter enacted.
- d. This Agreement may only be modified in writing with the express consent of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year above written.

NRA GROUP, LLC d/b/a
NATIONAL RECOVERY AGENCY

CITY OF RAYTOWN – EMERGENCY
MEDICAL SERVICES

Signature Date

Signature Date

Name Title

Name Title

APPENDIX A – CLIENT AUTHORIZATIONS

1. CREDIT BUREAU REPORTING

CLIENT does authorize NRA to submit Referred Accounts to a credit bureau _____ days after placement.

Signature

Date

2. REVIEW FOR LEGAL PROCEEDINGS

CLIENT does authorize NRA to review Referred Accounts to determine if they are appropriate for referral to an attorney for legal action. Upon authorization and determination that a Referred Account is appropriate for legal action, such account shall not be referred without CLIENT's prior express written permission. CLIENT agrees to pay all court costs and filing fees in advance.

Signature

Date

3. SETTLEMENTS

CLIENT does authorize NRA to offer settlements in accordance with the percentages listed below without any prior or further approval from CLIENT.

DISCOUNT: %

SETTLEMENT RATE: %

Signature

Date

Business Associate Agreement

This Business Associate Agreement (the “Agreement”) is effective as of 12th June, 2018 (the “Effective Date”), by and among NRA Group, LLC d/b/a National Recovery Agency (hereinafter referred to as “Business Associate” or “BA”) and City of Raytown Emergency Medical Services (hereinafter referred to as “Covered Entity” or “CE”). The Business Associate and the Covered Entity is at times referred to in this Agreement individually as a “Party” and collectively as the “Parties.” This Agreement supersedes any previous Business Associate Agreement between the parties hereto.

Recitals

- A. Covered Entity is subject to the administrative Simplification Requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its promulgated regulations thereunder (“HIPAA Regulations”) including the Standards for Privacy of Individually Identifiable Health Information and Security Standards, 45 C.F.R. Parts 160, 162, and 164, as well as the Health Information Technology for Economic and Clinical Health Act (“HITECH”) which is part of the American Recovery and Reinvestment Act of 2009 (collectively, the “Regulations”).
- B. The parties have entered into an Agreement dated _____ (the “Services Agreement”) under which Business Associate receives, transmits, has access to, or creates Protected Health Information in order to provide the services required under the Services Agreement.
- C. The Regulations require Covered Entity to enter into a contract with Business Associate to provide for certain protections for the privacy and security of Protected Health Information and such Regulations prohibit the disclosure or use of Protected Health Information by Business Associate if such a contract is not in place.

NOW THEREFORE, in consideration of the foregoing, each intending to be legally bound, the parties to this Agreement agree as follows:

AGREEMENT

Incorporation of Recitals. The Recitals set forth above are incorporated by reference into this Agreement and made a part thereof as if set forth in their entirety.

Definitions.

- A. **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and in reference to the party of this Agreement, shall mean NRA Group, LLC d/b/a National Recovery Agency.
- B. **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean City of Raytown Emergency Medical Services.

- C. **Protected Health Information.** “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium, that relates to the past, present or future physical or mental condition of any individual; the provision of health care to an individual; or the past, present or future payment of the provision of health care to an individual; and identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. This includes “Electronic Protected Health Information” or “EPHI.”

- D. **Catch-all Definition.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Media, Health Care Operations, Individual, Individually Identifiable Health Information, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Subcontractor, Security Incident, Unsecured Protected Health Information, and Use.

Permitted Uses and Disclosures of PHI.

- A. Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Services Agreement or as otherwise authorized by Covered Entity, provided that such Use and Disclosure would be permitted under state and federal confidentiality laws if done by Covered Entity. All other Uses and Disclosures not authorized by this Agreement are prohibited without obtaining written authorization from Covered Entity.

- B. Business Associate may use or disclose PHI as required by law.

- C. Business Associate agrees to make Uses and Disclosures and requests for PHI consistent with Covered Entity’s minimum necessary policies and procedures.

- D. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below.

- E. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and use or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has breached.

Obligations and Activities of Business Associate.

- A. **Compliance with the Law.** Business Associate shall comply with the provisions of the Security Rule set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316

with respect to any PHI received from or made available from Covered Entity or created by Business Associate on behalf of Covered Entity. Further, to the extent Business Associate carries out Covered Entity's obligations under the Privacy Rule under the Regulations, Business Associate shall comply with the provisions of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

- B. Limits on Use and Further Disclosure. Business Associate hereby agrees that the PHI received from or made available from Covered Entity or created by Business Associate on behalf of Covered Entity shall not be used or disclosed other than as permitted or required by this Agreement or as otherwise required by law. Notwithstanding the foregoing, Business Associate and Covered Entity agree that the services provided by Business Associate to the Covered Entity will include "data aggregation" services, as that term is defined in HIPAA and that Business Associate may aggregate the PHI with similar information that it obtains from its other subscribing facilities with no other consent than the authorization provided in this section and Business Associate's agreements with its other subscribing facilities. Business Associate may use and disclose PHI for research purposes related to the medical rehabilitation field in accordance with 45 C.F.R. §§ 164.512(i), 164.514(e) and 164.514(a)-(c).
- C. Reporting Non-Permitted Use or Disclosures of PHI. Business Associate shall, as soon as practical and without unreasonable delay report to the Privacy Officer of Covered Entity, in writing, any use and/or disclosure of PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, but in no case later than 30 calendar days after Business Associate becomes aware of the non-permitted use and/or disclosure. The Business Associate report shall identify: (i) the nature of the non-permitted use or disclosure, (ii) the PHI used or disclosed, (iii) who made the non-permitted use or received the unauthorized disclosure, and (iv) what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure.
- D. Reporting Security Incidents. Business Associate shall report to Covered Entity any successful Security Incident of which it becomes aware as may be required by 45 C.F.R. § 164.314(a)(2) using the same procedures as set forth in Paragraph C. above. Business Associate shall be obligated to report to Covered Entity any successful Security Incident of which it becomes aware, provided, however, that with respect to any attempted unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system affecting EPHI, such report to Covered Entity will be made available upon request.
- E. Appropriate Safeguards. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. § 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.
- F. Subcontractors and Agents. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive,

maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

- G. Availability of Internal Practices, Books and Records. Business Associate shall make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI received from the Covered Entity to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524. Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- H. Right of Access to PHI. Business Associate agrees to make available to an individual who is the subject of the PHI, the right to access and copy that individual's PHI, at the request of the individual in the time and manner designated by Covered Entity. This right of access shall conform and meet all of the requirements of the HIPAA Regulations.
- I. Amendment. Business Associate agrees to many any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526.
- J. Accounting of Disclosures. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.

Breach Notifications.

- A. In conformance with 45 C.F.R. § 164.410(c)(2), Business Associate shall, following the discovery of a breach of Unsecured PHI, notify Covered Entity of such breach without unreasonable delay and in no case later than ten (10) business days after discovery of a breach. The notification shall include, to the extent possible, the following information:
 - 1. The identification of each individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach;
 - 2. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - 3. A description of the types of Unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, diagnosis, disability code, and other types of information involved); and
 - 4. Such other information that Covered Entity is required to include in notification to the individual under 45 C.F.R. §164.404(c) at the time of the notification required by this Section 5(b) or promptly thereafter as information becomes available.
- B. Required Notices. In the event of a breach of PHI by Business Associate or any employee or agent of Business Associate, or a breach of PHI that is created, received, maintained,

or transmitted by Business Associate on behalf of Covered Entity, Covered Entity shall provide the notices of breach that are required by 45 C.F.R. § 164.405 and 45 C.F.R. § 164.406 to individuals and to the media, if media notice is required. The notices must be provided without unreasonable delay but in no case later than 30 days after discovery of a breach.

- C. Notice to Secretary. Covered Entity shall provide notice to the Secretary as required by 45 C.F.R. § 164.508.

Obligations and Activities of Covered Entity.

- A. Changes in the Notice of Privacy Practices. Covered Entity agrees to inform Business Associate of any changes in the form of Notice of Privacy Practices that Covered Entity provides to individuals pursuant to HIPAA and provide the Business Associate a copy of the Notice currently in use.
- B. Notification of Changes in Authorization. Covered Entity agrees to inform Business Associate of any changes in, or withdrawal of, the authorization provided to Covered Entity by individuals whose PHI may be used and/or disclosed by Business Associate under this Agreement. This Notice shall be provided without unreasonably delay, in writing, and no later than ten (10) days after Covered Entity is notified.
- C. Notification of Restrictions. Covered Entity agrees to notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. Permissible Requests. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Regulations if done by the Covered Entity.

Term and Termination.

- A. Term. The Term of this Agreement shall be effective as of the date of this Agreement above, and shall terminate on _____ or on the date Covered Entity terminates for cause as authorized in paragraph B of this Section, whichever is sooner.
- B. Termination for Cause. In addition to and notwithstanding the termination provisions set forth in the Services Agreement, both this Agreement and the Services Agreement may be terminated by Covered Entity immediately upon written notice to Business Associate if Business Associate has breached a material provision of this Agreement. Alternatively, Covered Entity may choose to: (i) provide the Business Associate with ten (10) days' written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach subject to the satisfaction of Covered Entity, in its sole discretion. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination by Covered Entity of this Agreement and the Services Agreement.

- C. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity shall:
1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 2. Return to Covered Entity or destroy the remaining PHI that the Business Associate still maintains in any form;
 3. Continue to use appropriate safeguards and comply with Part C of 45 C.F.R. § 164 with respect to electronic PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 4. Not use or disclose PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Obligations and Activities of Business Associate which applied prior to termination; and
 5. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- D. **Survival.** The obligations of the Business Associate under this Section shall survive the termination of this Agreement.

Miscellaneous Provisions.

- A. **Acknowledgment of Penalties.** Business Associate acknowledges that under the HITECH Act, in the event that Business Associate does not comply with the requirements of this Agreement, criminal and civil penalties may be imposed by the Department of Health and Human Services in the same manner that such penalties apply to Covered Entity.
- B. **Indemnification.** Each party agrees to indemnify and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Regulations, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. This Section shall survive the expiration or termination of this Agreement for any reason.
- C. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

- D. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- E. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- F. Relationship to Service Agreement. In the event that a provision of this Agreement is contrary to a provision of the Services Agreement, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under and in accordance with the terms of the Service Agreement.
- G. Severability. Any terms or provisions of this Agreement which will prove to be invalid, void or illegal will in no way effect, impair or invalidate any other term or provision herein and such remaining terms and provisions will remain in full force and effect.
- H. Modification. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by a further agreement in writing, fully executed by each of the parties hereto.
- I. Independent Contractors. Business Associate and Covered Entity agree that their relationship under this Agreement shall be that of Independent Contractors and neither Covered Entity nor Business Associate shall be an agent, employee, partner or other legal representative of the other for any reason pursuant to this Agreement.

IN WITNESS WHEREOF, each of the undersigned have caused this Agreement to be duly executed as of the date herein set forth.

Covered Entity

By: _____

Name: _____

Title: _____

Date: _____

Business Associate

By: _____

Name: _____

Title: _____

Date: _____

**CITY OF RAYTOWN
Request for Board Action**

Date: May 29, 2018
To: Mayor and Board of Aldermen
From: Dave Turner, Park Director

Resolution No.: R-3100-18

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Approve a resolution for a Parks budget amendment.

Recommendation: Approve the resolution.

Analysis: The BMX Board has been receiving donations to rebuild their track. The BMX Board has requested approval of a budget amendment to increase Other Income to \$18,000.00 and increase Repair and Maintenance Services Expenses to \$18,000.00 for additional expenses to support rebuilding the BMX track.

Alternatives: Do not approve resolution.

Increase Revenue:

Amount Requested: \$18,000.00
Fund: Parks
Department: Other Donations
Account No.: 201-92-00-100-47425

Increase Expenses:

Amount Requested: \$18,000.00
Fund: Parks
Department: Repair & Maintenance Svcs.
Account No.: 201-92-00-100-53600

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested **WITH NET IMPACT OF ZERO!**

Additional Reports Attached:

A RESOLUTION AMENDING THE FISCAL YEAR 2017-2018 BUDGET RELATED TO PARKS AND BMX

WHEREAS, pursuant to Resolution R-3031-17, the Fiscal Year 2017-2018 Budget was approved; and

WHEREAS, it is necessary to amend the Fiscal Year 2017-2018 Budget; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to amend the Fiscal Year 2017-2018 Budget;

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

THAT the Fiscal Year 2017-2018 budget approved by Resolution R-3031-17 is hereby amended as follows:

REVENUE:

201.92.00.100.47425
\$18,000.00
Other Donations

EXPENSE:

201.92.00.100.5360
\$18,000.00
Repair & Maintenance Services

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 5th day of June, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

George E. Kapke, City Attorney

**CITY OF RAYTOWN
Request for Board Action**

Date: May 29, 2018
To: Mayor and Board of Aldermen
From: Dave Turner, Park Director

Resolution No.: R-3101-18

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Approve a resolution for a Parks budget amendment.

Recommendation: Approve the resolution.

Analysis: On April 16, 2018 the Park Board approved a motion to hire a Temporary Secretary for 10 weeks and request approval of a budget amendment to transfer \$5,000.00 Civilian Employees to Temporary Staffing.

Alternatives: Do not approve resolution.

Transfer To:

Amount Requested: \$5,000.00
Fund: Parks
Department: Temporary Staffing
Account No.: 201-92-00-100-53565

Transfer From:

Amount Requested: \$5,000.00
Fund: Parks
Department: Civilian Employees
Account No.: 201-92-00-100-51102

Budgetary Impact:

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

A RESOLUTION AMENDING THE FISCAL YEAR 2017-2018 BUDGET RELATED TO PARKS AND TEMPORARY STAFFING

WHEREAS, pursuant to Resolution R-3031-17, the Fiscal Year 2017-2018 Budget was approved; and

WHEREAS, it is necessary to amend the Fiscal Year 2017-2018 Budget; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to amend the Fiscal Year 2017-2018 Budget;

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

THAT the Fiscal Year 2017-2018 budget approved by Resolution R-3031-17 is hereby amended as follows:

Transfer From:

201-92-00-100-51102
\$5,000.00
Civilian Employees

Transfer To:

201-92-00-100-53565
\$5,000.00
Temporary Staffing

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 5th day of June, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

George E. Kapke, City Attorney

**CITY OF RAYTOWN
Request for Board Action**

Date: May 29, 2018

Resolution No.: R-3102-18

To: Mayor and Board of Aldermen

From: Damon Hodges, Director of Public Works

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Board of Aldermen approval of the additional expense to inventory the sidewalks, curbs, traffic signals, and to rate the curbs and sidewalks in conjunction with the pavement analysis and condition report from Stantec based off of the MACPP cooperative contract.

Recommendation: Staff recommends approval as submitted.

Analysis: The City of Raytown last received a comprehensive pavement analysis and condition report in 2002 and has never had a comprehensive rating of sidewalks and curbs. This proposed update will allow staff to establish a more comprehensive plan for street, curb and sidewalk maintenance.

This project was originally approved by the Board of Aldermen on February 27, 2018 in an amount not to exceed \$35,850.00. During negotiations for the project it was determined that there was the potential to fund some additional work at reduced rates if the project came in on budget. Staff received an additional quote for supplemental services in the amount of \$8,840.00 to inventory the sidewalks, curbs, traffic signals, rate the curbs and sidewalks in conjunction with the pavement analysis.

The amount of the original purchasing authority was \$35,850.00 - \$29,875.00 original contract = \$5,975.00 unused. Additional work of \$8,840.00 - \$5,975.00 = \$2,865.00 + 20% (\$573.00) = \$3,438.00. This will make the total approved contract amount \$39,350.00.

The Public Works Dept. has budgeted \$60,000.00 for Pavement Condition Analysis in FY2018.

Alternatives: Do not do the project and not have curb and sidewalk ratings.

Budgetary Impact:

- Not Applicable
 - Budgeted item with available funds
 - Non-Budgeted item with available funds through prioritization
 - Non-Budgeted item with additional funds requested
- Fund: Transportation Sales Tax Fund
Account Number: 204.62.00.100.52250
Additional Amount to Spend: \$3,500.00

Additional Reports Attached: Cooperative contract and Stantec quote.

A RESOLUTION AUTHORIZING AND APPROVING AN AMENDMENT TO RESOLUTION R-3066-18 AND AUTHORIZING AND APPROVING THE ADDITIONAL EXPENDITURE OF FUNDS WITH STANTEC CONSULTING SERVICES, INC. UTILIZING THE MID-AMERICA COUNCIL OF PUBLIC PURCHASING COOPERATIVE CONTRACT FOR A PAVEMENT ANALYSIS AND CONDITION REPORT FOR A TOTAL AMOUNT NOT TO EXCEED \$39,350.00 FOR FISCAL YEAR 2017-2018

WHEREAS, on February 27, 2018, pursuant to Resolution R-3066-18 the Board of Aldermen approved the expenditure of funds with Stantec Consulting Services, Inc. for a pavement analysis and condition report; and

WHEREAS, the City would like to add some additional work which would consist of inventorying the City's sidewalks, curbs and traffic signals and to rate the curbs and sidewalks in conjunction with the pavement analysis and conditional report previously approved; and

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

WHEREAS, the Mid-America Council of Public Purchasing has competitively bid the services of pavement analysis and has determined Stantec Consulting Services, Inc. to be the most competitive bid; 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 additional expenditure of funds with Stantec Consulting Services, Inc. in the amount of \$3,500.00 for additional work for a total amount not to exceed \$39,350.00 for fiscal year 2017-2018;

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

THAT the Resolution R-3066-18 approved on February 27, 2018 is hereby amended by the additional expenditure of funds with Stantec Consulting Services, Inc in the amount of \$3,500.00 for a total amount not to exceed \$39,350.00 for fiscal year 2017-2018; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents necessary in connection with this agreement 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 5th day of June, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

George E. Kapke, City Attorney



Stantec Consulting Services Inc.
1000 Young Street, Suite 470, Tonawanda NY 14150

December 7, 2017
File: 162081015.012.240

Attention: Damon Hodges, Public Works Director
City of Raytown
Public Works Department
10000 E. 59th Street
Raytown, MO 64133

Dear Mr. Hodges,

Reference: City of Raytown Automated Pavement Condition Survey

As per our recent discussions, Stantec Consulting Services Inc. is pleased to provide the following quotation to conduct a pavement condition survey for the City of Raytown, Missouri.

PROJECT OVERVIEW

The primary goal of this assignment is to assess the pavement condition of City-maintained streets by means of an automated data collection vehicle.

The project would primarily consist of a pavement condition evaluation using Stantec's RT3000 automated pavement data collection technology. The pavement condition data would be collected and subsequently processed and analyzed to determine a Pavement Condition Index (PCI), for all block-to-block road segments, within the City.

PAVEMENT DATA COLLECTION

Stantec's Road Tester 3000 (RT3000) incorporates the latest in mobile laser, GPS, and crack recognition technology. The RT3000 is a fully mobile solution specifically developed to accurately and efficiently collect pavement condition data. Integrated with lasers, inertial GPS, and high-definition digital imagery, the RT3000 can simultaneously collect pavement profile, rutting, surface distress, roadway geometrics, pavement and ROW imagery, and infrastructure assets.





Reference: City of Raytown Automated Pavement Condition Survey

Roughness and Rutting

The RT3000 incorporates an ASTM E950 certified Class I profiler configured to capture longitudinal profile measurements and International Roughness Index (IRI) determinations in both wheel paths.

The collection of longitudinal profile/roughness data is fully automated. The IRI data is collected continuously and can be summarized at specific intervals. Typically, the IRI data is expressed in terms of a **Ride Comfort Index (RCI)**, whereby the IRI data is correlated against people's perception of ride quality on a 0 to 100 score.

The specialized profile measurement system, mounted on the front bumper of the RT3000 survey vehicle, employs two sensing devices:

1. **Laser height sensors** that measure the distance between the vehicle and the pavement surface, while the vehicle is traveling at posted speeds or less.
2. **Accelerometers** that measure the vertical acceleration of the vehicle as it bounces in response to the pavement surface profile.



The RT3000 measures transverse profile and rut depths, using high precision, laser-based, height-measuring sensors. The lasers on either end of the rut bar are angled to provide the complete transverse profile across the traveled lane, without the need for extension pods. Extension pods can pose a hazard to other drivers, cyclists, and pedestrians.

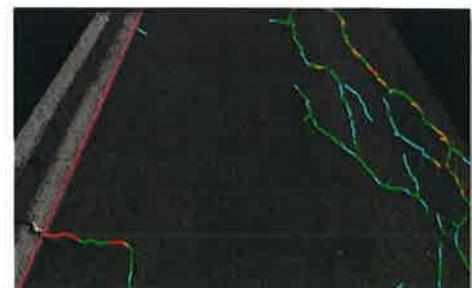
Laser Crack Measuring System (LCMS)

Stantec's equipment can collect all physical pavement surface defects, utilizing our RT3000's Laser Crack Measuring systems (LCMS) and downward imaging technology.

Stantec's LCMS uses laser line projectors, high speed cameras, and advanced optics, to acquire high resolution 3D profiles of the road. This unique 3D vision technology allows for automatic pavement condition assessments of asphalt, porous asphalt, chip seal, and concrete surfaces.

The LCMS acquires both 3D and 2D image data of the road surface with 1mm resolution, over a 13-foot lane width, at survey speeds up to 60 mph.

The pavement imagery captured by the RT 3000 is subsequently post-processed through Stantec's Imaging Workstation. This system was specifically designed for pavement surface analysis, using both the 3D and 2D pavement imagery components of the LCMS, as well as the collected ROW images. The Imaging Workstation expedites





Reference: City of Raytown Automated Pavement Condition Survey

the distress rating process with built-in tools and synchronized images, from multiple cameras. The software is used to detect and analyze cracks, lane markings, ruts, macro-texture, patches, raveling, and potholes. As a result, each distress is **measured**, not estimated, and tagged with a linear reference and corresponding GPS coordinates. The distress data is collected continuously and summarized at user-defined intervals.

Distress Rating Protocols

For this project, pavement distresses will be evaluated using the industry standard ASTM D6433 distress rating protocol. Captured surface distress will be categorized into three levels of severity (Slight/Moderate/Severe) and measured units of extent (Length/Area/Count), for each distress type.

ASTM D6433 Pavement Distresses

Flexible Pavements	Rigid Pavements
<ul style="list-style-type: none">• Patching• Rippling & Shoving• Raveling & Weathering• Flushing & Bleeding• Distortion (Bumps/Depressions)• Excessive Crown• Progressive Edge Cracking• Alligator Cracking• Potholes• Block/Map Cracking• Longitudinal Cracking• Transverse Cracking• Wheel Track Rutting	<ul style="list-style-type: none">• Patching• Scaling• Raveling & Weathering• Polishing• Distortion• C&D Cracking• Coarse Aggregate Loss• Potholes• Joint Sealant Loss• Linear Cracking• Transverse Cracking• Joint Spalling• Joint Faulting/Stepping

Each distress severity and distress extent combination will be processed to determine a distress density. Using the individual distress densities and ASTM deduct models, a **Pavement Condition Index (PCI)** will be computed for each roadway section.

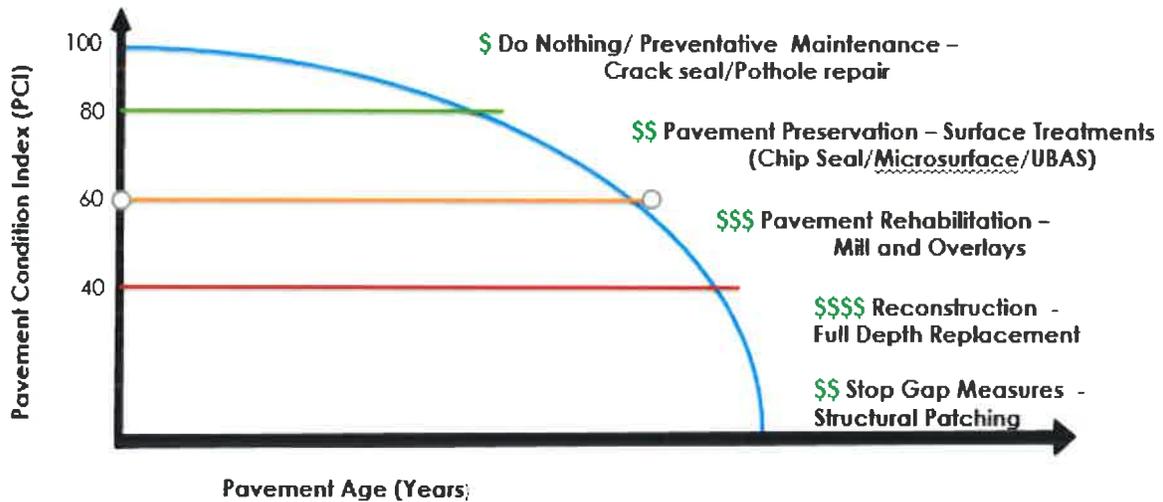
Note: All roads are evaluated in a single driven lane for up to three lane wide streets. Roads with four or more lanes, or divided by a median, will be surveyed in the outer most lane, in both directions.



Reference: City of Raytown Automated Pavement Condition Survey

MAINTENANCE AND REHABILITATION NEEDS

The PCI score of a road also provides guidance as to the type of treatment and associated cost that is required to address the current condition, to maintain or bring the road to an adequate level of service.



Using the above approach and typical treatment costs, the **current** maintenance or rehabilitation needs and costs can be determined for each road segment, across the network. The table below provides an example of network needs based on PCI.

PCI	AC Treatments	Approx Cost
81 - 100	Do Nothing	\$ -
61 - 80	Surface Treatment	\$ 713,301.00
41 - 60	Mill and Overlays	\$ 2,482,970.00
0 - 40	Stop Gap Measures	\$ 877,107.00
Total		\$ 4,073,378.00

DELIVERABLES

The deliverable to the City will be a street section listing (xlsx or mdb format) with sectional average IRI values, distress severity and extent summations, resulting RCI and PCI scores, and maintenance and rehabilitation treatment needs and associated costs. A GIS shapefile of RCI, PCI, and treatment needs will also be provided if the City can provide Stantec with a GIS road centerline file. A project summary report will also be provided.



December 7, 2017
 Damon Hodges, Public Works Director
 Page 5 of 5

Reference: City of Raytown Automated Pavement Condition Survey

FEE SCHEDULE

The following fee schedule is based on the project scope stated herein. All fees are exclusive of any applicable taxes.

Task #	Task Description	Task Fee
1	Project Initiation and Survey Setup	\$ 4,000
2	RT Crew Mobilization and Calibration	\$2,500
3	RT Pavement Survey on approximately 330 lane miles (165 test miles)	\$16,500
4	Data Processing and RCI/PCI Determination	\$4,125
5	Maintenance and Rehabilitation Needs Analysis	\$2,750
*Total:		\$ 29,875

*Project fees are lump-sum and will be invoiced on a percent complete bases.

SCHEDULE

The following timelines are anticipated for this assignment.

- Pavement Condition SurveyFebruary 2018
- PCI Determinations/M&R Needs Analysis.....April 2018

TERMS AND CONDITIONS

No work will begin until a mutually acceptable Contract has been executed with the City. Any City-supplied Contract, Services Agreement, or Purchase Order Terms will require Stantec's review and approval by our Risk Management team, prior to execution. This quotation will remain valid for 90 days.

Regards,

STANTEC CONSULTING SERVICES INC.

Fred Stephenson, B.Sc.
 Senior Project Manager
 Infrastructure Management
 & Pavement Engineering
 Phone: (226) 973-2549
 Fax: (519) 579-6733
 fred.stephenson@stantec.com

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Gentlemen

We took your estimates and maps and came to the conclusion there will still be about 120 miles of imagery files we will need to roll through in order to do the inventory. In reality we'll likely roll through all 160 miles +/- of the imagery just in case, but I will only charge you for the 120 miles based on your efforts putting the maps together. We still need to do some prep work ahead of the extraction as well as time to develop the deliverable GIS files at the end.

The fee table below is the best I can do for the Curbs & Sidewalks and I will throw in the Signals too. This should still be less than half of what our rates would have been across the entire network mileage.

Hope this will work for you...

Task	Description	Lump Sum Fees
1.0	Image & GPS Preparation and Configure Trident Imaging HUB	\$1,000.00
2.0	Asset Extraction (120 imagery miles @ \$57/mile)	\$6,840.00
3.0	Data Formatting and Delivery	\$1,000.00
Project Fees:		\$8,840.00

If so let me know how we need to proceed from here.

Regards,

Fred Stephenson
Senior Project Manager
Mobile: (226) 973-2549



The content of this email is the confidential property of Stantec and should not be copied, modified, retransmitted, or used for any purpose except with Stantec's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

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

Yes X

No

Authorized Representative: Andy Dalziel, B.Eng. Amir Abd El Halim, Ph.D., P.Eng.
Signature:  
Title: Principal, Infrastructure Management & Pavement Engineering Principal, Practice Leader, Infrastructure Management & Pavement Engineering
Business/Firm Name: Stantec Consulting Services Inc.
Date: June 11, 2014

**CITY OF RAYTOWN
Request for Board Action**

Date: May 29, 2018 **Resolution No.:** R-3103-18
To: Mayor and Board of Aldermen
From: Damon Hodges, 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 \$68,365.00 + 15% (\$10,254.75) = \$78,619.75 from Repair and Maintenance Services for storm water repairs.

Recommendation: Staff recommends approval as submitted.

Analysis: The City of Raytown was informed of a sinkhole in the side yards of 6500 and 6504 Harvard Avenue in the fall of 2017. The Public Works Department (PWD) crews investigated the area and began work to determine the cause and severity. Staff determined that there are significant separations and invert failures requiring the replacement of the pipe from end to end. This project has some additional complications in that there is an existing shed at 6504 Harvard located over the pipe, the driveway at 6500 Harvard will need to have a substantial amount removed and replaced to access the pipe, all adding to the potential cost of the repairs.

Staff negotiated permanent storm drainage easements for 6500 and 6504 Harvard Avenue.

Public Works staff reached out to Jerry Wiedenmann of Wiedenmann, Inc. to make a site visit and begin the process of writing an estimate for the repairs. PWD received the attached construction estimate from Wiedenmann Inc. on May 10, 2018 for \$68,365.00. 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.

There is approximately \$110,000.00 remaining in the FY18 Storm Water Fund budget for storm water Repairs and Maintenance.

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

Fund: Storm Water Fund
Account Number: 401.62.00.100.53600
Amount to Spend: not to exceed \$78,619.75

Additional Reports Attached: Pictures, Location Map, easements, shed allowance and Wiedenmann Inc. Estimate.

A RESOLUTION AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF STORM SEWER 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 6504 HARVARD IN AN AMOUNT NOT TO EXCEED \$78,619.75

WHEREAS, the City of Raytown periodically identifies storm sewer 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 sewer repair project located at 6504 Harvard and would like to utilize the services of Wiedenmann, Inc. in an amount of \$68,365.00 for such purposes; and

WHEREAS, the Board of Aldermen finds it is in the best interest of the City to authorize and approve an additional \$10,254.75 to fund any changes for a total amount not to exceed \$78,619.75; 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 sewer infrastructure repair from Wiedenmann, Inc. utilizing the City of Lee's Summit, Missouri cooperative purchase contract and approve project expenses for 6504 Harvard in an amount not to exceed \$78,619.75;

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

THAT the professional services of storm sewer infrastructure repair from Wiedenmann, Inc. utilizing the City of Lee's Summit, Missouri cooperative purchase contract and approving project expenses for 6504 Harvard in the amount of \$68,365.00, 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 \$10,254.75 to fund any changes for a total amount not to exceed \$78,619.75; 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 5th day of June, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

George E. Kapke, City Attorney



WIEDENMANN, INC.

WBE Certified Missouri and Kansas

950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - general@wiedenmanninc.com

May 10, 2018

Engineering Department
10000 East 59th Street
Raytown, Missouri 64133
Attn: Tony Mesa

RE: 6504 Harvard Avenue - REVISED
Emergency Storm Sewer Repair

Dear Tony,

Our proposal of October 16, 2017 included work based on your 9-28-17 email and our 10-2-17 site visit.

Our 10-16 proposal in summary: Removal of 124 LF of 36-inch CMP, furnish and install 124 LF of 36-inch HDPE, connection to the existing structure, brace one utility pole, move and reset the shed, remove and reinstall 30 LF of the existing fences for access, remove and replace 800 sf of driveway, 15lf of curb and gutter and commercial seed, fertilizer, and straw for a budget price of **\$59,817.00**.

On 1-22-2018 we were requested to price a revised scope of work. This revision included:

1. Remove and install one (1) new curb inlet
2. Remove and relocate one (1) existing street light utility pole, (by KCPL)
3. Remove and reinstall 35 LF of the existing 6' tall wood privacy fence
4. Remove and reinstall one 6' tall existing double-drive chain link gate
5. Remove and reinstall 35 LF of the existing 42" tall chain-link fence
6. Remove and replace 1600 sf of 6" driveway
7. Remove and replace 50lf of curb and gutter
8. Identification of an 8" sanitary sewer which runs parallel with the storm pipe

The budget cost increase of **\$12,303.00** is the result of: A new curb inlet, stabilization, removal and replacement of an additional 35 LF of 6' tall wood privacy fence; 1 double drive gate; 15 LF of 42" tall chain-link fence; 800 sf of 6" driveway; and 35 LF of curb and gutter. The revised estimated value of the work is:

\$68,365.00

SIXTY-EIGHT THOUSAND THREE HUNDRED SIXTY-FIVE DOLLARS

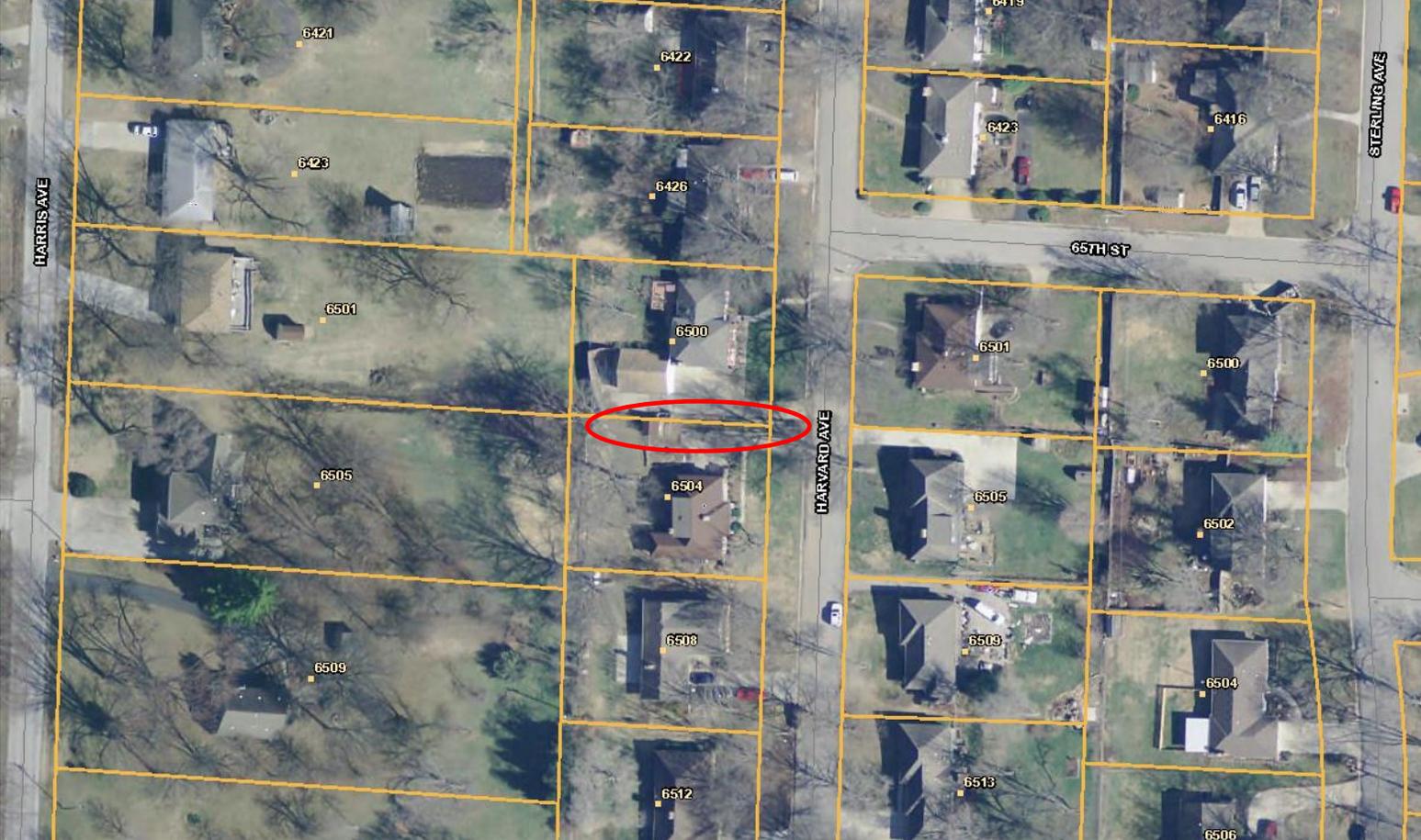
In review of this project, our original estimate may have been more aggressive, whereas the revised budget is conservative.

We appreciate this opportunity.

Sincerely
Wiedenmann Inc.

Jerry Wiedenmann

Location Map



6504 Harvard







CITY OF RAYTOWN
Request for Board Action

Date: May 30, 2018

Resolution No.: R-3104-18

To: Mayor and Board of Aldermen

From: Damon Hodges, Director of Public Works

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Board of Aldermen approval for Public Works staff to obtain a storm drainage easement from 6500 Harvard Avenue.

Recommendation: Staff recommends approval as submitted.

Analysis: Public Works staff met with the property owners of 6500 Harvard Ave several times to explain the storm sewer project that is needed. In looking through Jackson County records, staff realized that a storm drainage easement was not already in place.

Staff drew up the attached easement and had it signed by the property owners. The property owner agreed to donate this easement to the City. City staff will record this with Jackson County after BOA approval.

Alternatives: N/A

Budgetary Impact:

Not Applicable

Additional Reports Attached: Location Map and Executed Easement.

A RESOLUTION AUTHORIZING ACCEPTANCE OF A STORM DRAINAGE EASEMENT FROM CHRISTOPHER AND SARA COSSE IN CONNECTION WITH THE STORM SEWER INFRASTRUCTURE REPAIR LOCATED AT 6504 HARVARD

WHEREAS, the acquisition of a storm drainage easement which is necessary to facilitate the storm sewer infrastructure repair located at 6504 Harvard; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve and accept the acquisition of the storm sewer easement from Christopher and Sara Cosse attached hereto as Exhibit A;

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

THAT the City Administrator is hereby authorized to acquire storm drainage easement from Christopher and Sara Cosse in substantially the same form as attached hereto as Exhibit A;

FURTHER THAT the City Administrator is further hereby authorized to execute any and all other documents necessary and to take any and all actions necessary to effectuate the terms of the storm drainage easement.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 5th day of June, 2018.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

George E. Kapke, City Attorney

SUBDIVISION Woodale
LOT NO. 11

STANDARD EASEMENT FOR STORM DRAINAGE IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS:

THAT **Christopher and Sara Cosse**
OF **6500 Harvard Ave., Raytown, MO 64133**

(Mailing Address: same as above)

hereinafter called GRANTOR(S). for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do/does hereby grant, bargain and sell, convey and confirm unto the CITY OF RAYTOWN, MISSOURI, a municipal corporation of the State of Missouri, hereinafter called GRANTEE, the following described real estate and interests in real estate situated in the CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI, to wit:

A Permanent Drainage Easement for the location, construction, reconstruction, maintenance, removal, operation and repair of culverts, storm sewers and other storm drainage appurtenances over, under and through the following described tract of land:

The South 7.5 feet of LOT 11, WOODALE, a subdivision of land in the City of Raytown, Jackson County, Missouri.

The Permanent Drainage Easement contains 900.0 square feet, more or less.

GRANTEE, its agents, servants, employees or independent contractors may go upon said permanent drainage easement and upon so much of GRANTOR'S adjoining land as may be reasonably necessary, but not to include any areas covered by buildings and to exceed 0 feet in any direction from said easement, to construct, reconstruct, maintain, remove, operate and repair said drainage facilities.

GRANTEE will repair any damage to fences, sidewalks, roadways, pavement, curbs, or grass within said permanent drainage easement and will repair any damage to GRANTOR'S property adjoining said easement in any way arising, or in connection with, acts of GRANTEE, its agents, servants, employees or independent contractors in connection with constructing, reconstructing, maintaining, removing, operating or repairing said drainage facilities.

To have and to hold the same, with all rights, privileges, appurtenances, and immunities thereto belonging or anyway appertaining, unto the GRANTEE, its successors and assigns forever; the GRANTOR(S) hereby covenant that their lawful right and power to sell and convey the same that the same premises are free and clear of all liens and encumbrances, except as herein stated.



CITY OF RAYTOWN
Request for Board Action

Date: May 30, 2018

Resolution No.: R-3105-18

To: Mayor and Board of Aldermen

From: Damon Hodges, Director of Public Works

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Board of Aldermen approval for Public Works staff to obtain a storm drainage easement from 6504 Harvard Avenue.

Recommendation: Staff recommends approval as submitted.

Analysis: Public Works staff met with the property owners of 6504 Harvard Ave several times to explain the storm sewer project that is needed. In looking through Jackson County records, staff realized that a storm drainage easement was not already in place.

Staff drew up the attached easement and had it signed by the property owners. The property owner agreed to donate this easement to the City. City staff will record this with Jackson County after BOA approval.

Alternatives: N/A

Budgetary Impact:

Not Applicable

Additional Reports Attached: Location Map and Executed Easement.

A RESOLUTION AUTHORIZING ACCEPTANCE OF A STORM DRAINAGE EASEMENT FROM JAMES R. SMITH, SR. IN CONNECTION WITH THE STORM SEWER INFRASTRUCTURE REPAIR LOCATED AT 6504 HARVARD

WHEREAS, the acquisition of a storm drainage easement which is necessary to facilitate the the storm sewer infrastructure repair located at 6504 Harvard; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve and accept the acquisition of the storm sewer easement from James R. Smith, Sr. attached hereto as Exhibit A;

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

THAT the City Administrator is hereby authorized to acquire storm drainage easement from James R. Smith, Sr. in substantially the same form as attached hereto as Exhibit A;

FURTHER THAT the City Administrator is further hereby authorized to execute any and all other documents necessary and to take any and all actions necessary to effectuate the terms of the storm drainage easement.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 5th day of June, 2018.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

George E. Kapke, City Attorney



SUBDIVISION Woodale
LOT NO. 10

STANDARD EASEMENT FOR STORM DRAINAGE IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS:

THAT **James R. Smith**
OF **6504 Harvard Ave., Raytown, MO 64133**

(Mailing Address: same as above)

hereinafter called GRANTOR(S). for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do/does hereby grant, bargain and sell, convey and confirm unto the CITY OF RAYTOWN, MISSOURI, a municipal corporation of the State of Missouri, hereinafter called GRANTEE, the following described real estate and interests in real estate situated in the CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI, to wit:

A Permanent Drainage Easement for the location, construction, reconstruction, maintenance, removal, operation and repair of culverts, storm sewers and other storm drainage appurtenances over, under and through the following described tract of land:

The North 7.5 feet of LOT 10, WOODALE, a subdivision of land in the City of Raytown, Jackson County, Missouri.

The Permanent Drainage Easement contains 900.0 square feet, more or less.

GRANTEE, its agents, servants, employees or independent contractors may go upon said permanent drainage easement and upon so much of GRANTOR'S adjoining land as may be reasonably necessary, but not to include any areas covered by buildings and to exceed 0 feet in any direction from said easement, to construct, reconstruct, maintain, remove, operate and repair said drainage facilities.

GRANTEE will repair any damage to fences, sidewalks, roadways, pavement, curbs, or grass within said permanent drainage easement and will repair any damage to GRANTOR'S property adjoining said easement in any way arising, or in connection with, acts of GRANTEE, its agents, servants, employees or independent contractors in connection with constructing, reconstructing, maintaining, removing, operating or repairing said drainage facilities.

To have and to hold the same, with all rights, privileges, appurtenances, and immunities thereto belonging or anywise appertaining, unto the GRANTEE, its successors and assigns forever; the GRANTOR(S) hereby covenant that their lawful right and power to sell and convey the same that the same premises are free and clear of all liens and encumbrances, except as herein stated.

