

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
JULY 10, 2018
REGULAR SESSION No. 31
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

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

LEGISLATIVE SESSION

1. CONSENT AGENDA

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

Approval of the Regular June 19, 2018 Board of Aldermen meeting minutes.

R-3109-18: A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF BRIAN MORRIS TO THE RAYTOWN PARK BOARD. Point of Contact: Teresa Henry, City Clerk.

REGULAR AGENDA

NEW BUSINESS

2. **SECOND READING: Amended 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.: 6470-18, Section IV-A: AN ORDINANCE** ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS IN THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Teresa Henry, City Clerk.
4. **FIRST READING: Bill No.: 6471-18, Section V-A: AN ORDINANCE** AUTHORIZING AND APPROVING A LICENSE AGREEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF THE ROCK ISLAND CORRIDOR SHARED USE PATH BY AND BETWEEN JACKSON COUNTY, MISSOURI AND THE CITY OF RAYTOWN. Point of Contact: Damon Hodges, Assistant City Administrator.
5. **R-3108-18: A RESOLUTION** AUTHORIZING THE EXPENDITURE OF FUNDS FOR AUDIO-VISUAL EQUIPMENT AND SUPPLIES FROM DIGITAL ALLY, INC., IN AN AMOUNT NOT TO EXCEED \$31,415.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Jim Lynch, Police Chief.

6. **R-3110-18: A RESOLUTION** AUTHORIZING AND APPROVING A LETTER OF AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND STIFEL IN CONNECTION WITH THE ISSUANCE OF BONDS. Point of Contact: Missy Wilson, Assistant City Administrator.
7. **R-3111-18: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT WITH WIEDENMANN, INC. FOR AN EMERGENCY REPAIR PROJECT TO THE SANITARY SEWER MAIN LOCATED NEAR 9703 AND 9705 E. 80th TERRACE IN AN AMOUNT NOT TO EXCEED \$44,885.50. Point of Contact: Damon Hodges, Assistant City Administrator.

CLOSED SESSION

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

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

ADJOURNMENT

DRAFT
MINUTES
TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
JUNE 19, 2018
REGULAR SESSION No. 30
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

OPENING SESSION

Mayor Michael McDonough called the June 19, 2018 Board of Aldermen meeting to order at 7:02 p.m. Sandy Melton of Faith Presbyterian Church provided the invocation and led the pledge of allegiance.

Roll Call

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

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

Absent: Alderman Jim Aziere

Proclamations/Presentations

Mayor McDonough presented the following Proclamations:

A Proclamation recognizing DeeAnn Stock as Truman Heartland Citizen of the Year
A Proclamation recognizing the Raytown Amateur Radio Club

Public Comments

Chris Rathbone, 9313 E 69 Terrace, spoke on behalf of the Raytown Park Board regarding items on the meeting agenda.

Glenda Rader, 11190 E 57 Terrace, spoke regarding items on the meeting agenda.

Mindy McDaniel, 5917 Hunter, spoke regarding items on the meeting agenda.

Kathie Schutte, 11622 E 85 Street, spoke regarding items on the meeting agenda.

Matt Mace, 10406 E 82 Terrace, Chief of the Raytown Fire Protection District, spoke regarding items on the meeting agenda.

Tony Jacob, 10201 E 64 Street, spoke regarding items on the meeting agenda.

Jodi Smith, 9316 E 57 Terrace, spoke regarding items on the meeting agenda.

Jeanette Gentry, 11000 E 57 Street, spoke regarding items on the meeting agenda.

Communication from the Mayor

Mayor McDonough announced the following:

June 9, the successful second Raytown Live concert event
July 14, the next Raytown Live concert event
August 11, the upcoming Raytown Live concert event
September 8, the final Raytown Live concert event
June 16, the 40th and final Wynn Twins School of Dance dance recital

Communication from the City Administrator

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

Committee Reports

Alderman Black spoke regarding River of Refuge's successful 7th annual Ride for Refuge.

Alderman Greene spoke regarding a recent Animal Control incident and thanked Julie Virtue, of the Raytown Community Development Department, for her assistance.

Alderman Van Buskirk spoke regarding the Municipal Committee's agenda, the Police Pension Board's June 6, 2018 meeting and the Raytown Amateur Radio Club's Field Day event.

Alderman Myers attended the recent MML training conference for elected officials along with Alderman Ward, Alderman Mims, Assistant City Administrator Missy Wilson and Assistant City Administrator Damon Hodges.

STUDY SESSION

Pavement Analysis
Damon Hodges, Assistant City Administrator

Damon Hodges, Assistant City Administrator, along with Fred Stephenson, Stantec Senior Project Manager, presented information on the 2018 Pavement Analysis conducted by Stantec Consulting.

Alderman Mims acknowledged the presence of Jackson County Sheriff, Darryl Forté.

Mayor McDonough adjourned the meeting for a ten-minute recess.

Mayor McDonough reconvened the meeting at 8:35 p.m.

LEGISLATIVE SESSION

1. CONSENT AGENDA

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

Approval of the Regular June 5, 2018 Board of Aldermen meeting minutes.

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

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

Nays: None

Absent: Alderman Aziere

REGULAR AGENDA

NEW BUSINESS

2. **SECOND READING: Amended 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.

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

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

The ordinance was discussed.

Alderman Greene, seconded by Alderman Ward, made a motion to amend the amendment by striking (a) and (b) in section 20-48, restoring the struck language in section 20-49 (f) and changing language in section 20-53 (e) to be consistent with 20-48.

Discussion continued.

Alderman Van Buskirk, seconded by Alderman Moore, made a motion to amend Section 20-48 by restoring the struck language and striking (a), (b) and (d). The motion failed by a vote of 2-7-1.

Ayes: Aldermen Van Buskirk, Moore

Nays: Aldermen Myers, Greene, Meyers, Black, Mims, Hunt, Ward

Absent: Alderman Aziere

Alderman Greene's motion, seconded by Alderman Ward, was approved by a vote of 8-1-1.

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

Nays: Alderman Moore

Absent: Alderman Aziere

3. **SECOND 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.

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

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

Alderman Meyers provided information clarifying the purpose of the amendment.

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

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

Nays: None

Absent: Alderman Aziere

Mayor McDonough adjourned the meeting for a five-minute recess.

Mayor McDonough reconvened the meeting at 9:32 p.m.

4. **R-3106-18: A RESOLUTION** AMENDING RESOLUTION R-1422-04 REGARDING ESTABLISHING RULES OF PROCEDURE FOR PUBLIC COMMENT BEFORE THE BOARD OF ALDERMEN. Point of Contact: Teresa Henry, City Clerk.

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

Teresa Henry, City Clerk remained available for any discussion.

Alderman Meyers provided information about the formation of the amendment.

The amendment was discussed.

Alderman Mims, seconded by Alderman Greene, made a motion to table the resolution to a date certain of July 17, 2018. The motion was approved by a vote of 9-0-1.

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

Nays: None

Absent: Alderman Aziere

5. R-3107-18: A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH CENTRAL SALT LLC FOR THE PURCHASE OF SALT FOR THE PURPOSE OF TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER. Point of Contact: Damon Hodges, Assistant City Administrator.

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

Damon Hodges, Assistant City Administrator, remained available for any discussion.

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

The resolution was discussed.

The motion was approved by a vote of 9-0-1.

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

Nays: None

Absent: Alderman Aziere

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

Alderman Mims, seconded by Alderman Moore, made a motion to adjourn and reconvene in Closed Session. The motion was approved by a vote of 9-0-1.

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

Nays: None

Absent: Alderman Aziere

The meeting adjourned at 10:23 p.m.

Alderman Myers, seconded by Alderman Meyers, made a motion to adjourn the Closed Session. The motion was approved by a majority of those present.

The Closed Session adjourned at 10:50 p.m.

CITY OF RAYTOWN
Request for Board Action

Date: July 2, 2018

Resolution No.: R-3109-18

To: Mayor and Board of Aldermen

From: Teresa Henry, City Clerk

Department Head Approval: _____

City Administrator Approval: _____



Action Requested: Appointment of Brian Morris to the Raytown Park Board.

Recommendation: Approve the appointment.

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 Mayor has recommended that Brian Morris be appointed to replace Kimberly Montsdeoca (who resigned) with a term which expires June 1, 2021.

Alternatives: Reject the appointment.

A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF BRIAN MORRIS 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, a vacancy currently exists on the Raytown Park Board and the Mayor has recommended and desires to appoint Brian Morris to fill a vacancy and fulfill the remainder of a 3-year term expiring June 1, 2021 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 Brian Morris, 7304 Sterling Avenue, Raytown, Missouri is hereby appointed as a member of the Raytown Park Board to fill a vacancy and fulfill the remainder of a 3-year term expiring June 1, 2021, or until a successor is duly appointed;

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 10th day of July, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

CITY OF RAYTOWN
Request for Board Action

Date: July 5, 2018
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Amended 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.

The additional amendments:

Following the Municipal Committee meeting on May 15, 2018, City Staff raised some concerns about some of the minor details implementing some of the zoning change proposals. By discussion with the various parties, a solution agreeable to the various parties was created and Section 20-51 (d) was additionally amended since the June 6, 2017 Board of Aldermen meeting.

The amendment allows sales of fireworks by charitable groups on their own property so long as the property is otherwise suitable for such sales, as approved by the fire code official, and such property is Commercial, Industrial or R1 zoned land.

The amendment would not allow charitable groups to sell fireworks on land zoned for medium or high density residential use, nor on any commercial, industrial or R1 zoned land where the parcel is too small or has other unique features that make the sales, in the fire code official's opinion, not appropriate.

Additionally, at the June 19, 2018 Board of Aldermen meeting, additional amendments were approved to Sections 20-48, which restored language and removed the current (a) (b); Section 20-49, which restored previous language and Section 20-53 changed to be consistent with Section 20-48.

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”;**
 - 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.

- ~~(a) July 2nd, between Noon and 10:00 p.m.;~~
- ~~(b) July 3rd, between 10:00 a.m. and 10:00 p.m.;~~
- (a) July 4th, between 10:00 a.m. and 11:00 p.m.;**
- (b) July 5th, between Noon and 10:00 p.m.; and**
- (c) 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 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.

- (d) *Zoning clearance approval.* The stand must be located on property zoned commercial or industrial, **except that nothing shall prohibit a religious institution or any licensee having a tax-exempt status under the following sections of the Internal Revenue Code:**

- (1) 501(c)(3), commonly known as charitable groups;
- (2) 501(c)(4), commonly known as welfare groups;
- (3) 501(c)(7), commonly known as social groups;
- (4) 501(c)(8), commonly known as fraternal organizations;
- (5) 501(c)(10), also commonly known as fraternal organizations;
- (6) 501(c)(11), commonly known as military veteran service groups;
- (7) 501(c)(17), commonly known as teacher retirement organizations;

from operating a firework stand pursuant to these ordinances upon any property, zoned R1, Commercial or Industrial, owned or leased by such group, so long as such site shall be deemed appropriate by the fire code official.

- (c) *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.

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 and at the following dates and times unless July 4 falls on a Sunday in which case permitted consumer fireworks may not be discharged before noon:

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

~~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 10th day of July, 2018

ATTEST:

Michael McDonough, Mayor

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

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)

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>

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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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)

**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 4-0-1-0.

Ayes: Aldermen Ward, Black, Moore, Van Buskirk

Nays: None

Absent: Alderman Aziere

Abstain: None

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 4-0-0-1.

Ayes: Aldermen Black, Moore, Van Buskirk, Ward

Nays: None

Absent: 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.

CITY OF RAYTOWN
Request for Board Action

Date: July 10, 2018
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Bill No.: 6470-18
Section No.: IV-A

Department Head Approval: _____

City Administrator Approval: _____

Action Requested: Adopt the Ordinance.

Recommendation: Adopt the Ordinance.

Analysis: In 1991, the Missouri General Assembly adopted an ethics and personal financial disclosure law, which applied to all municipalities with an annual operating budget in excess of \$1 million. Under the law, municipalities were allowed to adopt their own simplified personal financial disclosure requirements by ordinance (commonly known as “short form” reporting). The financial disclosure reporting requirements apply to each elected official, the City Administrator (as the Chief Administrative Officer and Chief Purchasing Officer), the Director of Finance (as the Chief Financial Officer), the City Clerk, the full-time General Counsel, the Park Board, and the Parks and Recreation Director.

Each political subdivision desiring to use the “short form” is required to readopt the ordinance authorizing “short form” reporting every two years. However, in order to avoid the significant consequences of the failure to readopt the ordinance the recommended best practice is to adopt the ordinance annually.

The ordinance must be adopted by September 15 and a copy must be provided to the Missouri Ethics Commission.

Alternatives: Alternative is to not adopt and require “long form” reporting by officials of the City of Raytown.

AN ORDINANCE ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS IN THE CITY OF RAYTOWN, MISSOURI

WHEREAS, the proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government; and

WHEREAS, in recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City; and

WHEREAS, State law requires that the procedure for disclosure of such interests be adopted by each public subdivision every two years and that a copy of the ordinance be provided to the Missouri Ethics Commission on or before September 15; and

WHEREAS, the City of Raytown has determined it is in the best interest of the citizens of the City to reaffirm its commitment to disclose such interests and adopt such procedures annually;

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

SECTION 1 – RE-ADOPTION OF CITY CODE SECTION 2-131. That Chapter 2, Administration, Article III, Officers and Employees, Division 2, Ethical Standards, Section 2-131, Disclosure reports, of the City Code is hereby adopted to read as follows:

Sec. 2-131. Disclosure reports.

Each elected official, the City Administrator (as the Chief Administrative Officer and Purchasing Officer), the Director of Finance (as the Chief Financial Officer), the City Clerk, the full-time General Counsel, the Park Board, and the Parks and Recreation Director, shall disclose the following information by May 1 if any such transactions occurred during the previous calendar year:

- (1) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in the excess of five hundred dollars (\$500.00), if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.
- (2) The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars (\$500.00), if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

- (3) The City Administrator (as Chief Administrative Officer and Chief Purchasing Officer) shall also disclose by May 1 for the previous calendar year the following information:
- a. The name and address of each of the employers of such person from whom income of one thousand dollars (\$1,000.00) or more was received during the year covered by the statement.
 - b. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten (10) per cent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two (2) percent or more of any class of outstanding stock, limited partnership units or other equity interests.
 - c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

SECTION 2 – RE-ADOPTION OF CITY CODE SECTION 2-132. That Chapter 2, Administration, Article III, Officers and Employees, Division 2, Ethical Standards, Section 2-132, Filing of disclosure reports, of the City Code is hereby adopted to read as follows:

Sec. 2-132. Filing of disclosure reports.

The disclosure report shall be filed at the following times, but no person is required to file more than one (1) report in any calendar year:

- (1) Each person appointed to office who is required to report under section 2-131 shall file the report within thirty (30) days of such appointment or employment.
- (2) Every other person required to file a report shall file the same annually no later than May 1 and the report shall cover the calendar year ending the immediately preceding December 31; provided that any member of the Board of Aldermen may supplement the report to disclose additional interests acquired after December 31 of the covered year until the date of filing the report.
- (3) The reports shall be filed with the City Clerk and the Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

SECTION 3 – CITY CLERK TO NOTIFY MISSOURI ETHICS COMMISSION. The City Clerk is hereby directed to provide a copy of this ordinance to the Missouri Ethics Commission on or before September 15, 2018.

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

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

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

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

**CITY OF RAYTOWN
Request for Board Action**

Date: July 5, 2018
To: Mayor and Board of Aldermen
From: Damon Hodges, Director of Public Works

Bill No.: 6471-18
Section No.: V-A

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____

Action Requested: Board of Aldermen approval of an intergovernmental agreement with Jackson County for the Rock Island Corridor Shared Use Path.

Recommendation: Staff recommends approval as submitted.

Analysis: Jackson County will make some improvements within the City of Raytown right-of-ways at 53rd Street and 56th Street; intersection improvements at 59th Street and Raytown Trafficway, along Raytown Trafficway from 59th to the Wooden Bridge, and at Woodson Road.

The County agrees to maintain, at its sole cost, the Improvements to the City right-of-way, at all times during the continuation of this Agreement, except that the City shall continue to own and maintain, at its sole cost, any traffic signals at 59th Street and Raytown Trafficway and the northwestern and southwestern ADA ramps at 59th Street and Raytown Trafficway.

Some examples of the in-kind work the County will be doing for the City are crosswalk upgrades at four (4) roadway crossings, ADA ramp and traffic signal improvements at 59th Street and Raytown Trafficway.

Alternatives: Do not approve the agreement as it is written.

Budgetary Impact:

Not Applicable

Additional Reports Attached: Agreement between the City and Jackson County.

AN ORDINANCE AUTHORIZING AND APPROVING A LICENSE AGREEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF THE ROCK ISLAND CORRIDOR SHARED USE PATH BY AND BETWEEN JACKSON COUNTY, MISSOURI AND THE CITY OF RAYTOWN

WHEREAS, the City owns an easement and the City desires to license to Jackson Country, Missouri, as a licensee, a portion of the easement for the construction and maintenance of the Rock Island Corridor Shared Use Path;

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

SECTION 1 – APPROVAL OF INTERGOVERNMENTAL AGREEMENT. That the license agreement for the construction and maintenance of the Rock Island Corridor Shared Use Path, by and between Jackson County, Missouri and the City of Raytown, Missouri, attached hereto and incorporated herein, is hereby authorized and approved.

SECTION 2 – AUTHORITY TO EXECUTE. The City Administrator is hereby authorized to execute all documents necessary to this transaction and the City Clerk is authorized to attest to the same.

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 10th day of July, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this ____ day of _____, 20__, by and between the City of Raytown, Missouri (hereinafter called "City"), and Jackson County, Missouri (hereinafter called "Licensee").

WITNESSETH:

WHEREAS, City owns an Easement, described in paragraph 1 below, and the City desires to license to Licensee and the Licensee desires to license from the City a portion of the Easement ("Licensed Premises") for the construction and maintenance of the Rock Island Corridor Shared Use Path ("Improvements").

NOW, THEREFORE, City, in consideration of the obligations hereby assumed by Licensee, hereby licenses and authorizes Licensee, its officers, members, contractors, agents, and guests, to enter and go upon the Licensed Premises, at all times during the continuance of this Agreement, and there to use and enjoy the Licensed Premises for the Improvements, subject to the following:

1. LICENSED PREMISES. The intersection of 59th Street and Raytown Trafficway, and Raytown Trafficway, from 59th Street to approximately 63rd Street ("Exhibit A").

2. USE OF LICENSED PREMISES. Licensee, its officers, members, contractors, agents and guests shall have the right to use the Licensed Premises solely for the construction and maintenance of the Improvements. The Improvements on the Licensed Premises shall comply with all ordinances of the City and are subject to approval of the City.

3. RESTRICTION ON MODIFICATIONS AND IMPROVEMENTS. Except as specifically allowed by paragraph 2, Licensee, its officers, members, contractors, agents, and guests are prohibited from making any addition, modification or improvement to any part of the Licensed Premises, and are prohibited from placing, affixing or constructing any structure, utility, signage or markings on the Licensed Premises.

4. MAINTENANCE. Licensee agrees to maintain, at its sole cost, the Improvements to the Licensed Premises and the Licensed Premises, at all times during the continuation of this Agreement, except that the City shall continue to own and maintain, at its sole cost, any the traffic signal at 59th Street and Raytown Trafficway and the northwestern and southwestern ADA ramps at 59th Street and Raytown Trafficway.

5. RESTRICTION AS TO WASTE. Licensee shall not, except so far as may be reasonably necessary for the maintenance of the Improvements on the Licensed Premises and the Licensed Premises as aforesaid, commit or permit any waste thereon, and in particular Licensee shall not without the permission in writing of City cut down or destroy or injure any bushes or trees. Licensee shall be liable for any damage done to the Licensed Premises, except as is permitted by this Agreement, by any persons entering upon the Licensed Premises on behalf of Licensee pursuant to the terms of this Agreement.

6. REVOCATION. Notwithstanding any provision of this Agreement to the contrary, City may terminate this Agreement and revoke the license hereby granted as to all or any part of the Licensed Premises at any time upon sixty (60) days advance notice in writing, provided, however, no advance notice is required if Licensee shall break any of the conditions or obligations herein contained. Licensee may terminate this Agreement at any time upon sixty (60) days advance notice in writing. No such termination by Licensee shall negate any rights or obligations of the parties accrued through the date of such termination. In the event of the

termination of this Agreement, the Licensee shall remove, at its sole expense, the Improvements from the Licensed Premises.

7. CONSTRUCTION OF AGREEMENT.

A. SIMPLE LICENSE. The license created by this Agreement shall be construed as a simple license (sometimes referred to as a “bare,” “mere” or “naked” license) revocable at the will of the City, subject only to any advance written notice of revocation required by paragraph 8.

B. HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

C. NON-WAIVER. No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

D. JOINTLY DRAFTED. This Agreement shall be deemed to have been jointly drafted by the parties and shall not be construed more strongly against any party hereto.

E. APPLICABLE LAW. This instrument shall be construed in accordance with the laws of the State of Missouri.

8. UNASSIGNABLE. The license created by this Agreement is solely for Licensee, its officers, members, servants, agents and guests and no others. Neither the license nor this Agreement, in whole or part, is assignable, except that at the request of Licensee, the City will consider assigning this Agreement to a homes association.

9. NON-SEVERABLE. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be deemed invalid and unenforceable, provided, however, that the terms and provisions of paragraphs 6 and 8 shall not be affected thereby and each term and provision of said paragraphs 6 and 8 shall be valid and enforced to the fullest extent permitted by law.

10. NOTICE. Whenever any notice is required by this Agreement to be made, given or transmitted to the City, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, addressed to:

City Manager
City of Raytown
10000 E. 59th Street
Raytown, MO 64133

and notices to Licensee shall be addressed to:

County Counselor
Office of the County Counselor
Jackson County Courthouse
415 E. 12th Street, Suite 200
Kansas City, MO 64106

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the item shall be considered received the third day after the date of mailing.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereunder and all other representations of statements heretofore made, verbal or written, are merged herein and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above mentioned at Raytown, Missouri.

CITY OF RAYTOWN, MISSOURI

Mayor Mike McDonough

ATTEST:

City Clerk Teresa Henry

APPROVED AS TO FORM:

Joe Willerth, City Attorney

JACKSON COUNTY, MISSOURI

County Executive Frank White, Jr.

ATTEST:

Mary Jo Spino, Clerk of the Legislature

APPROVED AS TO FORM:

County Counselor

**CITY OF RAYTOWN
Request for Board Action**

Date: July 2, 2018
To: Mayor and Board of Aldermen
From: Chief of Police James Lynch

Resolution No.: R-3108-18

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Authorize spending in excess of \$15,000.00 with one vendor (Digital Ally) but not to exceed fiscal year 2017-2018 budgeted amounts.

Recommendation: Approve the Resolution which was approved by Special Sales Tax Oversight Committee on May 8, 2018.

Analysis: The Police Department maintains an operational audio/video recording unit in each marked police unit. These recordings are used to record, collect, retain and accurately report details of official police activities. In-car audiovisual recording systems record officer-citizen contacts, arrests and critical incidents. Audio and video recordings enhance this department's ability to review probable cause for arrest, officer and suspect interaction and evidence for investigative and prosecutorial purposes. In-car audiovisual recording systems may also be useful in documenting crime and accident scenes or other events that include the confiscation and documentation of evidence or contraband. In-car audiovisual recording systems have the potential to reinforce community relations, lower the number of citizen complaints, defend officers against false accusations, increase agency accountability, and improve officer training and evaluation.

Our current camera system is outdated and all the cameras are over four (4) years old. We are requesting to purchase seven (7) DVM 800HD Camera Systems with seven (7) additional DVM-928 MICS and one (1) wireless access point. This will allow the Police Department to upgrade seven (7) marked police units with the new camera system. The wireless access point will allow automatic upload while the vehicle is parked in our police parking lot.

Alternatives: Not upgrade the camera system and risk equipment failure.

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:	\$31,415.00
Account Number(s):	205.32.00.100.57000
Department:	Police
Fund:	Capital

Additional Reports Attached: Sole source letter and quote

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR AUDIO-VISUAL EQUIPMENT AND SUPPLIES FROM DIGITAL ALLY, INC., IN AN AMOUNT NOT TO EXCEED \$31,415.00 FOR FISCAL YEAR 2017-2018

WHEREAS, the City of Raytown equips patrol vehicles with audio-visual equipment to record interaction of officers with the public in those vehicles; and

WHEREAS, Digital Ally, Inc. is the sole local provider of such audio-visual equipment and supplies found to meet all of the specifications; and

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

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

WHEREAS, funds for such purpose are budgeted from the Capital Improvement Sales Tax and such expenditure has been reviewed and on May 8, 2018 was recommended by the Special Sales Tax Review Committee as being consistent with voter intent; and

WHEREAS, the City of Raytown finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the expenditure of funds for the purchase of audio-visual equipment and supplies from Digital Ally, Inc., as a sole source vendor, in an amount not to exceed \$31,415.00 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 expenditure of funds for the purchase of audio-visual equipment and supplies from Digital Ally, Inc., as a sole source vendor, in an amount not to exceed \$31,415.00 for fiscal year 2017-2018, is hereby authorized and approved; and

FURTHER THAT the City Administrator is 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 10th day of July, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa Henry, City Clerk

Joe Willerth, City Attorney



Quote	QUO-20032-M4Y6R3
Date	6/20/2018
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9705 Loiret Blvd.
 Lenexa, KS 66219
 1-800-440-4947 www.digitalallyinc.com

Customer:

Raytown Police Department Captain Rogers 10000 E 59th St Raytown, MO 64133

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
RAYMO2	TH	FEDERAL EXPRESS	Net 30	Derek Butler	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
6	001-00114-00	DVM-800 HD Complete Kit, 128GB	\$4795.00	\$0.00	\$0.00	\$28,770.00
1	011-00009-00	UAP-Outdoor+ U.S.	\$295.00	\$0.00		\$295.00
6		DVM-500+ Trade in Credit	(\$500.00)	\$0.00		(\$3,000.00)
7		Additional DWM-928 Microphone	\$265.00	\$0.00		\$1,855.00
1		Existing DVM-800 HD Test Unit	\$4795.00	\$1300.00	\$1,300.00	\$3,495.00

Notes:

6-DVM-800 HD Complete Kits with 5 year advance exchange warranties
 1- DVM-800 HD Complete Kit - Beta Test Unit - Cost Approved per Greg Dyer
 6- DVM-500+ Trade in Credits
 7- Additional DWM-928 Complete Kits
 1- Wireless Access Point
 Revised Terms of Sale approved per CFO Tom Heckman
 06/19/2018

Total Discount	\$1,300.00
Subtotal	\$31,415.00
Misc	
Tax	\$0.00
Freight	
Total	\$31,415.00

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "**you**".

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Digital ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies, except as otherwise provided in such Additional Agreement. If your purchase includes a license or licenses to permit you to use Digital Ally software, the terms of the software license(s) provided to you by Digital Ally shall apply to such software.

2. Payment. Payment terms are cash on delivery. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less.

3. Unpaid Charges. You will be responsible for all costs Digital Ally incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs.

4. Taxes. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

5. Shipment. Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's facility in Lenexa, Kansas.

6. Force Majeure. DIGITAL ALLY WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, DELAY, OR FAILURE OF DELIVERY RESULTING FROM CAUSES THAT ARE BEYOND DIGITAL ALLY'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, THOSE DELAYS ARISING FROM EQUIPMENT MANUFACTURE AND SHIPPING (EACH, A "FORCE MAJEURE"). DIGITAL ALLY WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES FROM ANY FORCE MAJEURE DELAY WHATSOEVER.

7. Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL ALLY AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, "DIGITAL ALLY PARTIES") WILL NOT BE LIABLE TO YOU (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT.

9. Warranty; Limitations on Remedies. Digital Ally's repair or replacement warranty on the goods provided under the Order is set out in a separate statement (the "Limited Warranty"), which sets forth the only warranty applicable to the goods sold under this Order. THAT LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT EXTEND BEYOND DIGITAL ALLY'S LIMITED WARRANTY STATEMENT. OTHER THAN THE LIMITED WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE GOODS OR ANY DELIVERABLES WILL OPERATE UNINTERRUPTED OR ERROR FREE. YOU'RE SOLE AND

EXCLUSIVE REMEDY FOR A WARRANTY CLAIM ARISING FROM OR RELATING TO THE ORDER WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS. The Limited Warranty applicable to the Goods is posted on the Digital Ally website at the following website address:

<http://www.digitalallyinc.com/documents/txdirWarrantyPolicy.pdf> The Limited Warranty provides you with warranty support from our offices in Lenexa, Kansas. You agree to appoint an Administrator (in accordance with Paragraph 17 of these Terms) at the place where the Goods are located to install and test all fixes, updates, products that we repair or replace, and to perform other actions reasonably requested by Digital Ally. Failure to properly maintain the Goods may void the Limited Warranty.

9. Third Party Claim Indemnification. You will indemnify, defend, and hold harmless Digital Ally, its managers, agents, employees, successors and assigns (collectively, the "Indemnified Parties"), from and against any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees and other costs of legal defense, whether direct or indirect) arising out of or relating to any third party claim concerning (i) breach of these Terms, or (ii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

10. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the Goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

11. Acceptance; Claims for Shortage or Non-Conformity. Delivered Goods will be deemed accepted upon the earlier of your formal acceptance of the Goods or the expiration of 30 days from delivery of the Goods ("Acceptance of the Goods"). If you discover upon initial inspection of the Goods that (a) some or all of the Goods are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Digital Ally of your rejection of the goods within 30 days from the delivery date, after which Digital Ally shall have a reasonable opportunity to cure any non-conformance with the Order. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for deliver damage. Claims for shortages in shipment not chargeable against the carrier will not be considered unless written notice is given to Digital Ally within 10 days from date of receipt of the Goods.

12. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Goods purchased under these Terms. You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Goods within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or reexportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Goods purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

13. Changes to the Terms. The Terms in effect at the time you place your Order for the goods sold hereunder will apply to such Order and goods. Digital Ally reserves the right to make changes to these Terms from time to time, and any such changes will take effect immediately, except that changes with respect to your rights and obligations relating to payments, shipments, cancelled orders and/or returns,

warranty, and limitations on remedies will only apply to future orders.

14. Governing Law; Jurisdiction and Venue. This Order and all disputes arising under this Order shall be governed by and construed in accordance with the law of the State of Missouri, without regard to its choice of law rules. Any action claim arising out of or relating to this Order, the Goods, or these Terms must be brought in the District Court of Jackson County, Missouri (and its appellate courts) or in the U.S. District Court for the District of Missouri (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts.

15. Authority. You warrant and represent to Digital Ally that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. If you are entering into this agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf.

16. Administrator. You agree to appoint a primary administrator ("Primary Administrator") with the technical knowledge necessary to install and perform routine maintenance on the Goods, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Goods.

17. Trade-ins. (a) Traded Equipment. If, as part of your Order, Digital Ally agrees in writing to accept a trade-in from you ("Trade-In") and offers you a discount on a new Order for an equipment trade-in ("Trade-In Program"), or if Digital Ally otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("Trade-In Offer"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("Traded Equipment"); (ii) you will follow all Digital Ally and carrier shipping rules in returning the Traded Equipment to Digital Ally; (iii) the trade-in transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Digital Ally immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Digital Ally's sole discretion; and (v) if the Traded Equipment is not returned to Digital Ally so as to be received by Digital Ally within thirty (30) days of the date of delivery of the new equipment you have received from Digital Ally as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the Trade-In Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro-rata in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned. (b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE TRADE-IN PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE TRADE-IN PROGRAM OR TRADE-IN

OFFER WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

18. Advance Exchange Program. (a) Replaced Goods. If your Order includes participation in Digital Ally's Advance Exchange Program, offered in conjunction with Digital Ally's Limited Warranty, Digital Ally will send you the replacement for Goods replaced pursuant to the terms of the applicable Digital Ally Limited Warranty in advance of receiving the Goods Digital Ally has agreed in writing to replace for you ("Replaced Goods"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Goods; (ii) you will follow all Digital Ally and carrier shipping rules in returning the Replaced Goods to Digital Ally; (iii) the return of Goods is final and that by participating in the Advance Exchange Program, ownership of the Replaced Goods is transferred irrevocably to Digital Ally immediately, the Replaced Goods will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Goods to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Goods in Digital Ally's sole; and (v) you will ship the Replaced Goods back to Digital Ally within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Goods to Digital Ally within such thirty (30) day period, Digital Ally may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Goods to Digital Ally; or (ii) pay to Digital Ally the original purchase price of the Replaced Goods. If you fail to return the Replaced Goods to Digital Ally for a period exceeding ninety (90) days, Digital Ally may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Digital Ally an amount equal to the original purchase price of the Replaced Goods. When returning the Replaced Goods, you must return all parts and accessories comprising of the Replaced Goods, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Goods not returned, which will be charged on a pro-rata basis in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.(b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ADVANCE EXCHANGE PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

19. General. Captions have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.

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CITY OF RAYTOWN
Request for Board Action

Date: July 2, 2018

Resolution No.: R-3110-18

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: Staff requests approval of Stifel as the senior managing underwriter for the City's Bonds (refunding 2007 TIF Revenue Bonds).

Analysis: On April 19, 2017 in conjunction with our Financial Advisor, Columbia Capital, the City issued an RFP for senior managing underwriter for several financings matters. The Underwriter purchases the City's transactions for resale in the market, serving as the intermediary between the City and the ultimate investors. The underwriter does not have a fiduciary responsibility to the City. On the City's behalf, Columbia Capital extensively evaluated the six responses the City received by the May 2nd, 2017 deadline. Attached to the RBA is a memo from Columbia Capital outlining their evaluation process. Columbia Capital and City Staff recommend the selection of Stifel to serve as underwriter on the City's refunding of the 2007 TIF Revenue Bond transactions. Below are two charts summarizing the analysis.

Alternatives: Rebid the underwriter services. Or, forgo the opportunity to call the 350 Hwy. Raytown Live bonds and secure better terms for the City on the debt.

Fiscal Impact: The price for these services is estimated at \$2.95 per \$1,000 of bonds, the True Interest Cost of the proposal is 2.84% (at the time of submission).

The underwriting fees are not paid directly from the City to Stifel. They are paid out of the bond proceeds based on the difference between the bond purchase price Stifel provides the City and the price they sell the bonds to investors, known as the underwriter spread.

Budgetary Impact:

Not Applicable

Additional Reports Attached: Memorandum Underwriter Selection and Stifel Response for Underwriting Services

A RESOLUTION AUTHORIZING AND APPROVING A LETTER OF AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND STIFEL IN CONNECTION WITH THE ISSUANCE OF BONDS

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

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

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

THAT a letter of agreement by and between the City of Raytown and Stifel 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 10th day of July, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

CITY OF RAYTOWN, MISSOURI

Request for Proposals for Bond Underwriting Services

SUBMISSION DEADLINE:
1:00PM MAY 2, 2017



STIFEL

May 2, 2017

Jim Prichard, Vice President
Khalen Dwyer, Vice President
Columbia Capital Management, LLC

Re: Request for Proposals for Bond Underwriting Services

Dear Mr. Prichard and Mr. Dwyer:

Stifel is pleased to present to you our proposal to serve as bond underwriter for the City of Raytown (the "City"). We are confident that our Missouri, annual appropriation and tax increment and sales tax expertise combined with Stifel's superior distribution capabilities will provide the City with the lowest cost of funds for any upcoming financings. In the current bond market, extensive retail and institutional distribution systems are essential for delivering the lowest cost of funds. With an underwriting desk in St. Louis and our vast distribution system highlighted within this response, Stifel is well positioned to achieve this goal for the City.

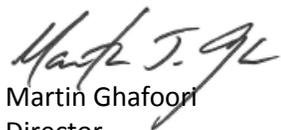
Stifel has been monitoring the City's 2007 Bonds for refunding opportunities dating back to 2015. Stifel is familiar with the City's credit and as an industry leader in development finance is a strong partner for the City on the proposed Bonds and Certificates.

Stifel's key attributes offered to the City for any upcoming financings are as follows:

- **Missouri Commitment:** As a St. Louis based firm, Stifel maintains many of its most successful retail brokerage offices in Missouri. Stifel maintains 18 retail brokerage offices in Missouri (**including one in Kansas City**) with 126 investment brokers, managing over 87,500 retail accounts, totaling over \$13.6 billion in assets. These brokers will be key to the success of the retail sales of the bonds for the City.
- **Public Finance Commitment:** Stifel has been providing investment banking services to development clients throughout Missouri and the country for decades. The Firm views development as a critical focus area of public finance in general, and one that meets the continuous demand of its retail and institutional investor client appetite for municipal bonds. **In 2016, Stifel's market share for national negotiated development transactions was over 40%, ranking #1 with over \$2.9 billion in par for 118 transactions by Thomson Reuters.** The annual appropriation pledge on these financings will help to deliver a low cost financing to the City, which helps to increase the interest rate savings on the refunding bonds, in particular. **Since January 1, 2012, Stifel has been the #1 underwriter for Missouri lease revenue/COPs transactions with an annual appropriation pledge.**
- **Balance Between Retail and Institutional Sales will Produce the Lowest Interest Cost:** The City will benefit most from an underwriter that can blend both institutional and retail sales of bonds. Both buyers bring a unique value, but each investor sector will focus on and provide the most aggressive pricing and bond structure in different parts of the yield curve. Stifel is one of the premier investment banking firms that brings both comprehensive Missouri retail distribution and institutional sales coverage second to none across all investor types from large insurance companies to small regional banks.

Again, we are pleased to be given this opportunity and believe you will find the depth of our experience, our approach, and the quality of our execution provide the right combination for Stifel to serve the City as its underwriter. If you should have any further questions or need additional information, please feel free to contact us. We look forward to hearing from you.

Sincerely,



Martin Ghafoor
Director

ghafoorim@stifel.com

314/342-8467

**City of Raytown, Missouri
Request for Proposals for Bond Underwriting Services**

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Appendix A – Pricing Forms

Appendix B – Experience List

Appendix C – Comparable Transactions

RFP RESPONSE DISCLOSURE: As outlined in the SEC’s Municipal Advisor Rule, Stifel, Nicolaus & Company, Incorporated (“Stifel”) is providing the attached material and all information and advice contained therein in response to a request for proposals or request for qualifications (the “RFP”) by a municipal issuer or obligated person with respect to a specific issue of municipal securities. Stifel has not acted, and will not act, as your municipal advisor with respect to the issuance of the municipal securities that is the subject to the RFP.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm’s- length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its’ own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not be relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and is subject to change without notice. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.

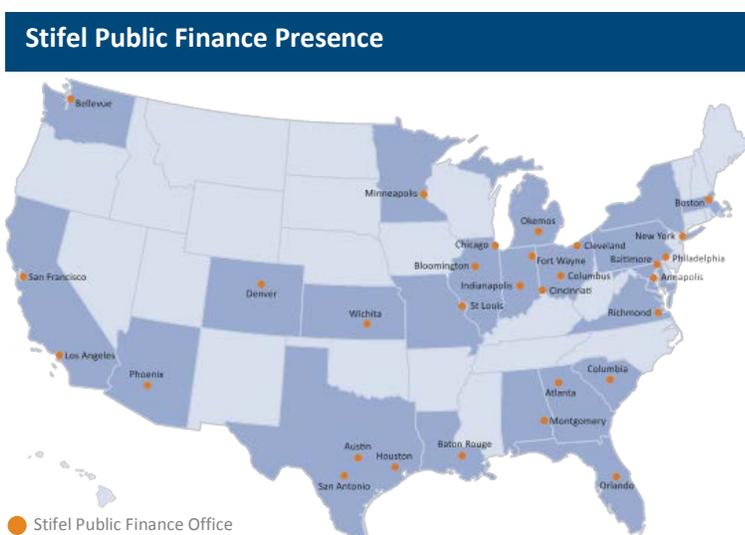
A. Firm and Team Information

Provide a brief description of your firm’s public finance capabilities, along with a discussion of the team your firm will assign to execute this transaction. Specifically identify the bankers who will have day-to-day contact with the City, its advisors and counsel. Please provide short bios for the day-to-day engagement leads, including the location of their primary office.

FIRM OVERVIEW

Stifel is a wholly owned subsidiary of Stifel Financial Corp., headquartered in St. Louis, Missouri. We are a publicly traded broker-dealer providing securities brokerage, investment banking, research, trading, investment advisory, and related financial services to individual investors, professional money managers, businesses, and municipalities throughout the country. Stifel Financial Corp. shares were publicly listed in 1983 and trade on the NYSE under the ticker symbol “SF.”

Stifel was founded in 1890 and has more than 7,400 employees globally with over \$2 billion in annual revenue. Stifel’s growth has been a result of strategic acquisitions and organic expansion. On January 3, 2017, Stifel closed on the acquisition of City Financial Corporation, and its wholly owned subsidiary City Securities Corporation, an independent investment bank focused primarily on offering wealth management and public finance services across the Midwest and Indiana. On December 4, 2015, Stifel’s acquired Barclay’s Private Client Group constituting a material expansion of our brokerage force. Our growth is particularly evident in our continued commitment to public finance, having acquired Stone & Youngberg in 2011, E.J. De La Rosa in March 2014, Merchant Capital in December 2014 and Sterne Agee Group, Inc. in June 2015. Since 2005, the firm has increased the number of public finance bankers, client assets, and firm revenues nearly eightfold, and our retail sales professionals and branch offices have more than tripled.



PUBLIC FINANCE

Public Finance is a core line of business for Stifel. Unlike many of our competitors who have downsized their Public Finance business, or even closed it altogether due to SEC enforcement actions over the last five years, Stifel has expanded the scope of its Public Finance practice. Stifel has continued its commitment to municipal finance by adding new offices across the country. Stifel’s Public Finance department now has 162 experienced investment bankers in 30 public finance offices in 22 states. Stifel was the #1 underwriter in the country in 2016, 2015 and 2014 based on the number of senior managed negotiated transactions completed.

Stifel National Underwriting Rankings and Experience				
Year	Rank (Issues)	Rank (Par)	Issues	Par Amount
2016	1	7	801	\$16,924,300,000
2015	1	6	811	16,718,300,000
2014	1	8	587	11,402,800,000
2013	2	11	473	7,824,100,000
2012	8	11	436	8,041,300,000
2011	10	10	404	7,972,800,000
2010	7	13	332	4,647,400,000
2009	13	17	196	2,663,400,000
2008	27	36	72	1,033,800,000

STIFEL FINANCING TEAM

Name	Key Contact Information Role in Financing	Contact Information
Martin Ghafoori, Director	Lead Banker	(314) 342-8467 ghafoorim@stifel.com
Lorenzo Boyd, Managing Director	Banker	(314) 342-8477 lorenzo.boyd@stifel.com
Becky Esrock, Associate	Support Banker	(314) 342-2923 esrockb@stifel.com
Paul Luhmann, Managing Director	Quantitative Analyst	(314) 342-8439 luhmannp@stifel.com
Mark Shamleffer, Managing Director	Underwriter	(314) 342-2740 shamlefferm@stifel.com

Mr. Ghafoori, Director of Public Finance, will be working closely with a team of professionals to assist in structuring, credit analysis, financial analysis, market timing, pre-marketing, pricing and syndication. The entire financing team works from Stifel's public finance headquarters in St. Louis. The resumes below detail the proposed front-line team. Additional professional staffing that includes sales and marketing and brokerage will be involved behind the scenes to support the proposed financing and ensure its success by every measure.

Senior Day-to-Day Banker

**MARTIN J. GHAFOORI, DIRECTOR, PUBLIC FINANCE | ST. LOUIS, MISSOURI**E-MAIL: GHAFOORIM@STIFEL.COM

PHONE: (314) 342-8467

Mr. Ghafoori joined Stifel in June of 2008 after beginning his career in public finance in 2005 with A.G. Edwards & Sons, Inc. He has experience working on over 150 municipal bond financings in the Midwest for a par amount in excess of \$1.5 billion, with a focus on school districts, cities, counties, pooled financings and fire protection districts. Mr. Ghafoori has experience working with numerous clients, including the City of Kansas City, the City of Wentzville, the City of St. Louis, St. Louis Public Schools, Wentzville School District and the City of St. Charles. Additionally, Mr. Ghafoori worked on financings for the College in 2008, 2009 and 2012. Mr. Ghafoori is a licensed Registered Representative (Series 7), Municipal Advisor (Series 50) and Securities Agent and Investment Advisor (Series 66).

Senior Support Banker

**LORENZO M. BOYD, MANAGING DIRECTOR, PUBLIC FINANCE | ST. LOUIS, MISSOURI**E-MAIL: LORENZO.BOYD@STIFEL.COM

PHONE: (314) 342-8477

Mr. Boyd joined Stifel in May 2008 and previously worked in the public finance industry with A.G. Edwards & Sons, Inc. since 1997 in the capacity of managing underwriter and financial advisor. Mr. Boyd focuses on financings for school districts, cities, fire protection districts and counties across the Midwest. Mr. Boyd has completed over 300 financings in the Midwest valued at over \$7 billion. Mr. Boyd received his B.S.B.A from Lindenwood University in St. Charles, Missouri and is a NYSE and FINRA General Securities Registered Representative Series 7, Series 63, Series 50, Series 53 and

Series 52 licensed.

Support Banker

**BECKY ESROCK, ASSOCIATE, PUBLIC FINANCE | ST. LOUIS, MISSOURI**E-MAIL: ESROCKB@STIFEL.COM

PHONE: (314) 342-2923

Ms. Esrock joined the Public Finance group at Stifel in January of 2014, following two years of interning in the department. She currently assists the Public Finance group in the research, marketing and analysis for the structure of municipal bond issues. Ms. Esrock has experience working with various issuers across the Midwest. Ms. Esrock has worked with the financing team with the City of St. Louis, the City of Springfield, IL, the City of Owensboro, KY, the City of Atlanta, GA, the City of Baltimore, MD, the City of St. Charles, Hickman Mills C-1 School District, St. Louis Public Schools and Center School District. Ms. Esrock received a Bachelor of Science degree in Economics and International

Relations from Lake Forest College in 2013 and is a Registered Municipal Securities Representative (Series 52 and Series 63) and licensed Municipal Advisor (Series 50) of FINRA.

Senior Underwriter



MARK SHAMLEFFER, MANAGING DIRECTOR, MUNICIPAL UNDERWRITING | ST. LOUIS, MISSOURI

E-MAIL: SHAMLEFFERM@STIFEL.COM

PHONE: (314) 342-2740

Mr. Shamleffer would be responsible for the underwriting of the City's Bonds, including advising on pre-pricing and pricing views. Mr. Shamleffer joined Stifel in July 2008 from A.G. Edwards and has underwritten more than \$20 billion of bonds throughout the nation over the past twenty-plus years, and specializes in negotiated and competitive underwritings in the Midwest. Annually under his leadership, Stifel's St. Louis underwriting desk has been a top underwriter of tax-exempt and taxable Missouri municipal and non-profit bonds. Mr. Shamleffer's role as lead underwriter includes managing the marketing of publicly issued bonds through Stifel's retail and institutional sales networks and coordinating with other financial institutions that are interested in participating in the sales process in order to minimize the cost of funds for Stifel's issuer clients. Mr. Shamleffer graduated from the University of Missouri-Columbia with a B.S.B.A. in Finance. Mr. Shamleffer is a licensed Registered Representative (Series 7) and Series 54 of FINRA and also holds the CFA (Chartered Financial Analyst) Designation since 1993.

Lead Quantitative Analyst



PAUL LUHMANN, MANAGING DIRECTOR, PUBLIC FINANCE | ST. LOUIS, MISSOURI

E-MAIL: LUHMANNP@STIFEL.COM

PHONE: (314) 342-8439

Mr. Luhmann joined the Financial Analysis group at Stifel in 2008 after working as one of the senior quantitative specialists at A.G. Edwards/Wachovia since 1990. Mr. Luhmann has structured hundreds of transactions, including synthetic advance refundings, forward refundings, synthetic fixed rate transactions and synthetic variable rate transactions. Mr. Luhmann has significant experience in the investment of bond proceeds, including construction funds, debt service reserve funds, advance refunding escrows and escrow restructurings. Mr. Luhmann received a B.S.B.A degree with highest honors from Washington University in St. Louis, and an M.B.A with specializations in finance and statistics from the University of Chicago.

B. Relevant Experience

Provide a brief discussion of your firm's relevant experience underwriting similar transactions. Include recent case studies.

ANNUAL APPROPRIATION FINANCING EXPERIENCE

#1 Missouri Annual Appropriation Lease Revenue/COPs Underwriter. During the period from January 1, 2012 to April 27, 2017, Stifel was the #1 underwriter of negotiated Missouri Lease Revenue/COPs transactions, serving as senior manager on over \$580 million of bonds. As a Missouri-based firm, Stifel's commitment to Missouri is unwavering and our robust distribution system strategically positions Stifel to

January 1, 2012 to Present			
MO Negotiated Lease Revenue/COPs Transaction Rankings			
Rank	Book Runner	Par Amount	# of Issues
1	Stifel Nicolaus & Co Inc	\$582,100,000	47
2	George K Baum & Company Inc	\$499,500,000	54
3	LJ Hart & Company	\$400,400,000	166
4	Piper Jaffray & Co	\$373,300,000	41
5	Bank of America Merrill Lynch	\$148,400,000	3

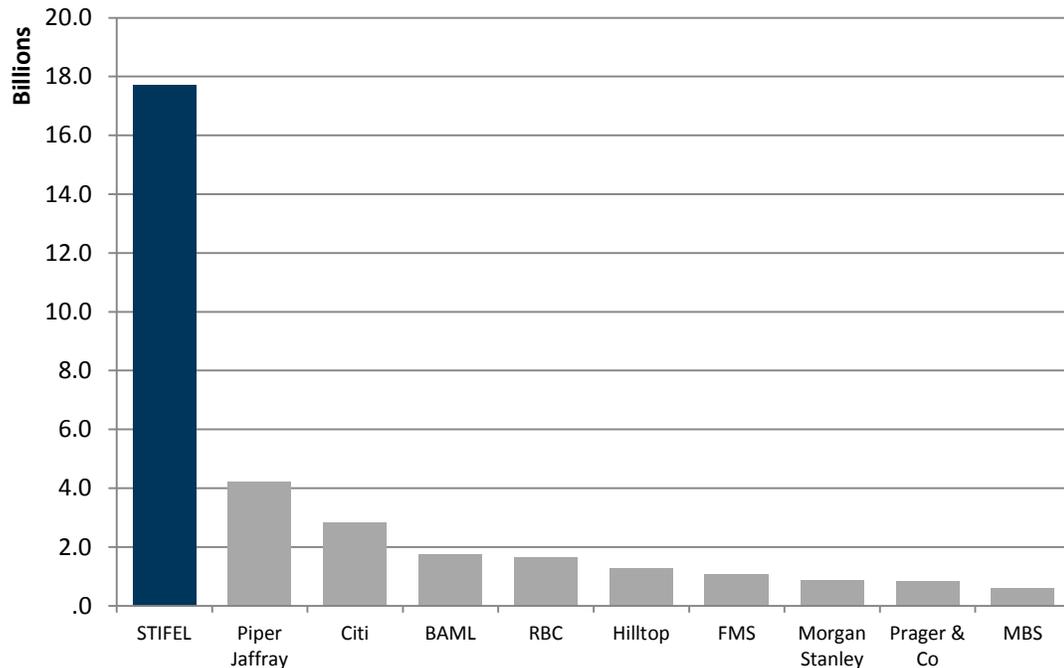
Source: Thomson Reuters/SDC; Lease Type C & L

be a top underwriter of certificates of participation/leasehold revenue bond transactions on a national level. Nationally, Stifel has senior managed 206 certificates of participation/leasehold revenue bond transactions with a total par amount in excess of \$4 billion since January 2015. A complete experience list is included as **Appendix B**.

DEVELOPMENT EXPERIENCE

From a development financing standpoint, Stifel by far outranks the competition. Since 2007, Stifel served as the senior manager on 879 development financings with a total par in excess of \$17.7 billion. In calendar year 2016, Stifel completed 118 development financings for a total par of \$2.9 billion, representing a market share in excess of 40%. The following chart and table demonstrate Stifel’s prominence in the economic development financing sector.

National Development Rankings
2007 - 2016 Lead Managed Issues (Ranked by Par)



National Development 2016 Negotiated Deal Rankings by Par

Rank	Book Runner	Par Amount (US\$ mil)	Mkt. Share	# of Issues
1	Stifel Nicolaus & Co Inc	2,916.3	43.2	118
2	Citi	890.9	13.2	18
3	Piper Jaffray & Co	591.9	8.8	23
4	Morgan Stanley	415.9	6.2	6
5	FMSbonds Inc	405.6	6.0	46

Source: Thomson Reuters: SDC (True Economics to Book) senior managed negotiated assessment district, mello-roos, tax increment/allocation revenue bond transactions ranked by par.

RECENT CASE STUDIES

Our underwriters are respected market experts in both development and annual appropriation credits, as demonstrated by Stifel’s market share depicted in the above charts and tables. With the tax-increment and annual appropriation hybrid on the proposed refunding Bonds, we find our expertise in both areas strategically positions Stifel to provide the City with the best execution. Based on discussions with our underwriting desk, the proposed annual appropriation refunding Bonds will price at the same levels as the Certificates of Participation. In accordance with these discussions, Stifel has provided recent case studies for several annual appropriation transactions.

City of St. Charles, Missouri

Stifel was selected to serve as sole underwriter for the City of St. Charles, Missouri’s Series 2017 Certificates of Participation through an RFP process. The City of St. Charles issued \$43,615,000 of Certificates in order to fund \$21,000,000 of park improvements and more than \$25,500,000 for improvements to the City’s stormwater control system. Stifel’s distribution system helped to lower the cost of capital for the City, as we were able to tighten the spreads that were in our proposal by more than 10 basis points on the day of pricing from the proposed indexed spreads that were originally submitted to the City and its financial advisor. Stifel’s robust distribution system, coupled with a dearth of supply, aided in this remarkable pricing result.

Reference:

City of St. Charles, Missouri
 Gina Jarvis, Finance Director
 636/949-3210

Gina.Jarvis@stcharlescitymo.gov

Wentzville R-IV School District

Stifel was the sole managing underwriter for the \$54,005,000 Wentzville R-IV School District Series 2016 Lease Participation Refunding and Improvement Certificates. With participation from a variety of money managers, banks and trust departments and retail, total orders for the District’s bonds were in excess of \$94 million. This competition for the District’s bonds allowed Stifel to lower interest rates by 5 to 12 basis points in every maturity between pre-pricing and final pricing. Stifel’s distribution system and ability to attract investors of all types is discussed in more detail in response to Question C and helps to ensure that our issuer clients receive the lowest possible cost of funds.

Reference:

Wentzville R-IV School District
 Pam Frazier, Chief Financial Officer
 636/ 327-3800

pamelafrazier@wsdr4.org

C. Marketing Considerations

Based on current market conditions, identify the types of investors likely to purchase the Bonds and Certificates at yields favorable to the City, and any advantages or impediments the City is likely to face. Discuss any marketing concerns related to the credit or the proposed structure.

PROJECTED INVESTORS

Under current market conditions, Stifel finds that likely investors in the City’s Bonds and Certificates will include the following:

- 1) Money managers
- 2) Banks
- 3) Bond Funds
- 4) Insurance Companies
- 5) Retail

Current holders of the City’s existing 2007 Bonds to be refunded, according to Bloomberg data, are found in the following table. Bloomberg holder information is available for just over 40% of the outstanding 2007 Bonds. Stifel’s institutional salesforce would reach out to these accounts to inquire on their interest in purchasing the refunding Bonds upon redemption of their existing holdings.

Legg Mason	Invesco	Massachusetts Mutual Life Insurance
Conning Inc	Nuveen Missouri Bond Fund	

With Stifel as the City’s managing underwriter, the City can increase its investor base by utilizing both arms of the Stifel distribution system. ***Stifel retail investors already have shown an appetite for the City’s bonds by purchasing them in the secondary market. Stifel manages 93 accounts holding a total par amount of \$2,485,000 of the City’s 2007 Bonds.***

The City will benefit from the competition between retail and institutional investors on the day of pricing. Institutions are more price sensitive than retail investors, but place larger orders. Stifel will be able to balance these two groups to lower the City's costs of funds as much as possible.

MARKETING AND BOND SALE PRACTICES

The ability of Stifel's retail and institutional distribution systems to secure the lowest possible interest rates will be optimized with a customized marketing plan for the City. Stifel prepares its sales force for the bond pricing. We also make sure buyers are prepared for the upcoming issue. These activities begin approximately two weeks in advance of the targeted pricing date:

- Distribution of the preliminary official statement, both in hard copy and electronically;
- Conference calls for our sales force to acquaint them with the issue;
- Preparation of compliance-approved literature to provide to brokers to begin cultivating orders for the Bonds;
- Discussions and presentations to investors and institutional analysts;
- E-mail reminders to brokers to encourage continued contact with prospective investors;
- A pre-pricing call is held the day prior to pricing the Bonds and a post-pricing call is held once the pricing is finalized; and
- Comparables provided to the City and its financial advisor.

On the day of pricing, **Stifel will run a fair, competitive, open book order period.** Representatives of the City are invited to visit our St. Louis office during that time. Our trading desk is impressive, and you will gain insight into the market on the day of the bond sale. If the City officials and its Financial Advisor choose not to travel to St. Louis for the pricing, this information is communicated to the City and its Financial Advisor on a conference call on the day before the pricing is set to take place. The morning of the sale date, Stifel will host another call with the City and its Financial Advisor to discuss any developments that may have taken place overnight and discuss the market tone for the day and any updates to the scale. During the order period, the City and its Financial Advisor can receive a login that allows for the ability to see the order flow as orders are received through iPreo's Order Monitor. Stifel's desk is in constant communication with the bankers and the City's financing team, throughout the order period. This allows the underwriter to inform the City and their financing team of the status of order flow. If there are more orders than bonds available, the underwriter will leverage investors in an effort to lower the interest rates and thereby lowering the City's cost of funds. The underwriter will discuss changes in the scale and their pricing thoughts before and throughout the process with the City and their financing team.

DISTRIBUTION CAPABILITIES

Stifel always runs a fair, competitive, open-book pricing period. The key to running an effective marketing and pricing for any issue is maximizing communication with investors and preparing as many investors, and as many types of investors, as possible to participate in the order period. We offer some of the most experienced and professional syndicate account managers in the business, whose strong working relationships with investors and the underwriting desks of other firms are a crucial component of the services we provide as a senior book-running manager. We believe in running an open book pricing period to create an auction-like competition during pricing in order to achieve the lowest cost of financing. The client can follow the orders and can truly participate in the discussions of the pricing options during the pricing period.

The Stifel Distribution Network



Institutional Distribution System

Stifel's retail network is complemented by one of the largest institutional sales forces in the securities industry. With more than 220 institutional sales professionals nationwide, Stifel covers nearly every major institutional bond purchaser throughout the country. Stifel's institutional sales force is larger than, or comparable in size to, the New York wire houses. The institutional fixed income sales group maintains active relationships with over 4,000 accounts. An important distinction from our competitors is the regional locations of our institutional investment brokers. Stifel maintains institutional sales offices in both national and regional financial centers in the country, including Boston, Chicago, Denver, Houston, Memphis, Minneapolis, New York City, Phoenix, Pittsburgh, Richmond, **St. Louis** and San Francisco. This broad geographic distribution of offices allows Stifel's brokers to focus not only on the large mutual bond funds, but also on regional and local institutional buyers such as banks, bank trust departments and small insurance companies.

As stated in the previous paragraph, in addition to covering large institutional ("Tier I category") clients, Stifel also covers small institutions in the Tier II and III categories (such as regional corporations and trust departments), frequently overlooked by institutional sales desks of major investment banks, even though these small institutions are major buyers of municipal bonds. Stifel is one of the few major investment banks to maintain significant contact with smaller institutions. Support for institutional investors results in blanket coverage of the institutional market and, as a result, benefits our municipal clientele. To maintain its competitive edge, Stifel's sales force constantly endeavors to gain a "knowledge advantage" by servicing such accounts through: (i) enhanced product availability; (ii) detailed portfolio analysis; (iii) current market research; (iv) ongoing secondary market support; and (v) stronger liquidity through our retail system. As institutional participation in the market has become more cautious over the past year, these services have helped us to better understand the specific portfolio needs of each investor. This in turn allows us to target the best candidates for an offering, particularly in poor markets, resulting in consistently aggressive pricing of the new issues.

Missouri Retail Distribution

As a firm headquartered in St. Louis, Missouri, Stifel maintains an extremely large retail and institutional presence throughout the state. As indicated in the table to the right, Stifel currently has 126 financial consultants across the state with assets under management of more than \$13.6 billion. **Stifel also maintains a branch office in Kansas City with 13 brokers managing more than \$1.1 billion in 6,300 accounts.** This impressive distribution system will help Stifel to provide the lowest possible cost of capital to the City.

National Retail Distribution

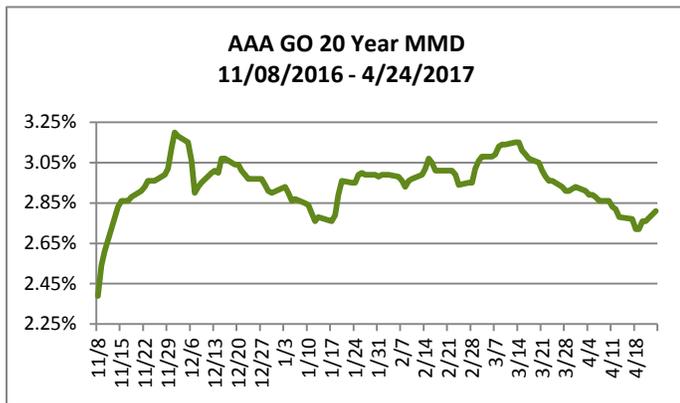
Nationwide, Stifel maintains a retail brokerage force of nearly 2,300 financial consultants who manage more than 1.1 million client accounts with more than \$206 billion in client assets.

MARKETING ADVANTAGES AND IMPEDIMENTS

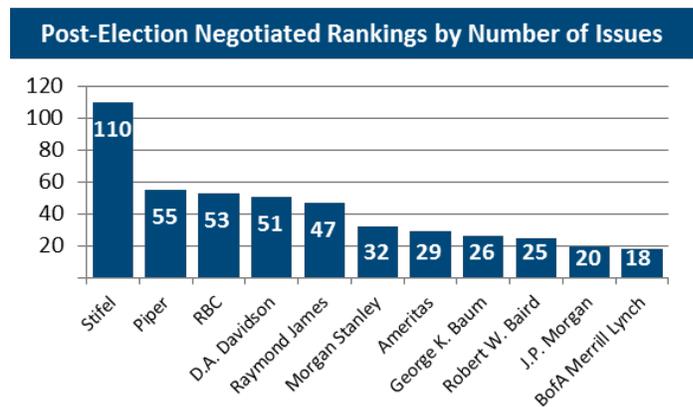
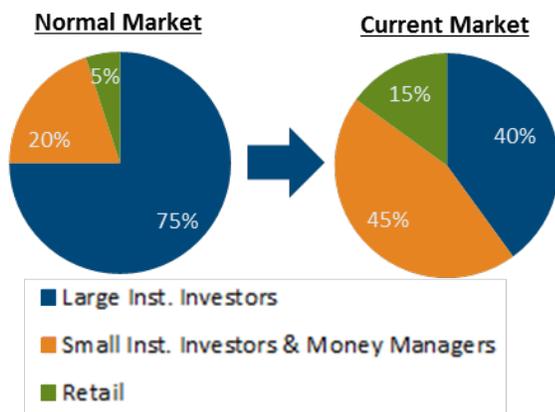
Since the election in November 2016, there has been a sharp upward shift in municipal yields. Municipal yields rose across all maturities from 16 to 42 basis points from November 8, 2016 to April 24, 2017. The overall volatility in the market is depicted in the chart below. With this volatility, investors started to move assets out of municipal mutual funds. Calendar year 2016 ended with 8 consecutive weeks of outflows for a total of approximately \$23 billion. In early

STIFEL Offices within Missouri			
Location	Brokers	Accounts	AUM (\$mil)
Cape Girardeau	1	1,338	125.9
Chesterfield	13	7,042	1,181.6
Chillicothe	1	1,083	135.5
Clayton (1)	3	1,139	354.5
Clayton (2)	24	15,161	3,090.2
Clayton (3)	4	7,829	690.2
Columbia	8	7,403	820.9
Frontenac	17	10,753	1,776.4
Jefferson City	3	1,871	223.4
Joplin	1	1,892	226.4
Kansas City	13	6,333	1,131.8
O'Fallon	8	7,500	698.9
Rolla	3	2,151	158.5
Springfield	4	3,009	602.3
St. Joseph	11	5,976	730.9
St. Louis (1)	3	1,101	791.4
St. Louis (2)	1	646	226.8
Sunset Hills	8	5,578	671.8
Total	126	87,805	\$13,637.4

2017, municipal mutual fund flows reversed and were slightly positive. With this volatility and the mutual fund outflows, the composition of buyers is changing, as shown below.



Stifel is well positioned to underwrite bonds in challenging markets and is one of few firms that cover all three groups of investors comprehensively. Stifel’s competitive advantage in distribution helps in volatile markets and is exemplified by Stifel’s market share in 2016 before and after the election. For senior managed negotiated underwritings in 2016 by number of issues, **Stifel’s market share increased from 10.1% before the election to 13.8% after the election, which is an increase of 37%.** In the post-election environment of 2016, Stifel underwrote 55 more issues than the #2 ranked firm and 92 more issues than the #1 ranked negotiated underwriter for 2016 by par value.



Note: Table includes issues priced 11/9/16-12/31/16

Interest rate uncertainty has been the theme of early 2017 as well. With questions about the new political landscape in Washington and, particularly, the impact on lowering marginal tax rates, thereby reducing the benefit of tax-exemption, numerous accounts are hesitant to participate in the market at this time. In this market environment, it is essential to have an underwriter that is able to access all types of investors.

STRUCTURING CONSIDERATIONS

With the City’s current fiscal year end of October 31, the payment dates for the proposed Bonds and Certificates may need to be altered in order to allow ample time to appropriate funds per Standard & Poor’s requirement in the absence of a debt service reserve fund. See Stifel’s response to Question F for further discussion on this topic.

D. Underwriting Team

The City anticipates selecting a single senior manager to underwrite both transactions. However, the City may select separate underwriters for each financing if the City and its advisors deem it advantageous to do so. Provide your thoughts on this approach and explicitly state whether or not the pricing quotations submitted (Form I and Form II) constitute offers to underwrite each financing independently, or if the quotations are contingent upon your firm being selected to underwrite BOTH financings.

As shown in our Pricing Forms attached, we do not see any pricing differential between the 2017 Refunding Bonds and the 2017 Certificates. Pricing both transactions at the same time with the same underwriter, would allow orders to be fluid between the two series – if one is oversubscribed in certain maturities, it is possible to shift investors between the series. The 2017 Certificates have smaller block size and combining the marketing and pricing of the two series may

bring in more buyers that may not traditionally spend the time diligencing a smaller transaction. While we see a benefit to selecting a single senior manager, Stifel's quotations are not contingent on being selected to underwrite both financings.

E. Optional Redemption

The City expects the Bonds to be subject to optional redemption at par on and after June 1, 2025 (an eight-year call option). Please discuss the market penalty in terms of yield, if any, related to an eight-year call provision versus a traditional ten-year call provision. The City does not expect the Certificates to be subject to redemption prior to maturity.

Under current market conditions, we do not see any yield penalty for an eight-year call provision versus a traditional ten-year call option. Additionally, we do not believe that this shorter call option will alienate any potential purchaser of the City's Bonds. Stifel's scale contains mainly discount bonds after the proposed June 1, 2025 call date. The first three years after the call date have premium bonds, so the shorter call does incur an additional yield-to-maturity "kicker." However, there is no impact to the yield-to-call.

F. Debt Service Reserve Fund

It is the City's preference that both the Bonds and the Certificates are issued without debt service reserve funds. Please discuss your firm's thoughts on this approach, including the marketing implications, if any.

Stifel does not foresee any marketing implications from selling the Bonds or Certificates without a debt service reserve fund. Since the Bonds and Certificates are annual appropriation credits, the payment dates of the Bonds and Certificates will need to be taken into consideration in order to avoid any negative impact on the rating. The rating agencies typically require ample time for the City to pass a budget and appropriate funds for transactions without debt service reserve funds (90 days between the end of the fiscal year and the payment date), so the current payment dates may need to be revisited.

G. Credit Enhancement

Discuss whether or not your firm believes either the Bonds or the Certificates would benefit from bond insurance.

Stifel has had preliminary discussions with two bond insurers in an effort to receive an indication of interest in the City's Bonds and Certificates. While our underwriting desk did provide yield benefits that increase to 10 basis points in certain maturities, the insurance companies both said that the Bonds would not be a fit for their portfolio as the lack of a mortgage or collateral (if the same assumptions are made for the upcoming sale of the Bonds as for the original 2007 issuance) would not be able to get through committee to provide a full commitment. If, by chance, the Bonds were going to have an essential use collateral pledge or a mortgage was going to secure the Bonds, then we would suggest going back to the insurers to have further discussions. Since the 2007 Bonds did not have a mortgage or collateral backing, we did not see this as a viable option available to the City.

The Certificates did receive an insurance bid, but due to the short final maturity on the Certificates (2024) the benefit to the City did not overcome the cost. Also, the insurer would require the use of a surety bond to further support the insurance commitment, which is not in line with the City's preference of not maintaining a debt service reserve fund.

Stifel does not believe that the City would benefit from bond insurance with the Bonds or the Certificates, based on the information above.

H. Underwriter's Counsel

Identify whether your firm will require the use of underwriters' counsel. If so, please include estimated fees in Form I and Form II, as applicable. Kutak Rock LLP as bond/disclosure counsel will provide the City with a 10b-05 opinion.

Stifel commits to the timely completion of this financing. To that end, Stifel will retain Debbie Rush with Thompson Coburn to serve as Stifel's Underwriter's Counsel. **The fee for underwriter's counsel is included on the attached Forms I**

and II. The address for Thompson Coburn is One U.S. Bank Plaza, St. Louis, MO 63101. Debbie Rush’s phone number is (314) 552-6193 and her email address is drush@thompsoncoburn.com.

I. Comparable Transactions

Please provide no less than three (3) recent comparable market transactions to justify your firm’s pricing quotation.

Stifel’s pricing quotations as shown on Form I and Form II are supported by recent pricing comparables as shown in **Appendix C.**

J. Pricing Quotation

Please indicate expected spreads to the MMD for the City’s Bonds and Certificates using Form I and Form II assuming an “A+” rating from S&P Global Ratings for both transactions. Please also identify all expected expenses, as applicable.

Please refer to Forms I and II attached for the expected spreads, pricing information and underwriting expenses. Based on the proposed interest rates and expenses provided on Forms I and II, the following tables are financing summaries for both the proposed Bonds and Certificates.

The refunding summary below for the 2017 Bonds is based on the following assumptions:

- Level annual interest savings
- Release and contribution of the City’s prior debt service reserve fund
- Conditional call for the refunded bonds, so they are called on closing (6/27/2017)
- Costs of issuance of \$6.25 per bond

Series 2017 Bonds*	
Assumed Closing Date	June 27, 2017
Par Amount Issued	\$28,225,000
Maturities Refunded	Series 2007 - All Outstanding Bonds
Par Amount Refunded	\$33,950,000
Call Date for Refunded Bonds	June 1, 2017 @ 100%
Total Debt Service for Refunding Bonds	\$37,116,653
Structure and Maturities	December 1, 2017 - December 1, 2031
True Interest Cost	2.818%
Cumulative Savings	\$6,755,097
Average Annual Savings	\$465,900
Net Present Value Savings	\$5,576,512
Percentage Savings	16.426%

*The financing was evaluated at interest rate spreads to the generic “AAA” municipal yield index ('MMD') of +4 basis points beginning in 2017, increasing to +87 basis points in 2031, the final maturity of the bonds. The interest rates assumed in this presentation are based on current market conditions and similar credits. The actual results may differ, and Stifel makes no commitment to underwrite at these levels. The use of the "A+" underlying rating is consistent with the S&P rating of the outstanding prior bonds.

The new money summary below for the 2017 Certificates is based on the following assumptions:

- Amortization schedule and underwriter’s discount included in Form II
- Costs of issuance of \$6 per bond

Series 2017 Certificates*	
Assumed Closing Date	July 18, 2017
Par Amount Issued	\$4,200,000
Total Debt Service for Certificates	\$5,005,224
Average Annual Debt Service	\$719,888
Structure and Maturities	July 1, 2018 - July 1, 2024
True Interest Cost	2.039%
Project Fund Deposit	\$4,609,686

*The financing was evaluated at interest rate spreads to the generic "AAA" municipal yield index ('MMD') of +20 basis points beginning in 2018, increasing to +54 basis points in 2024, the final maturity of the certificates. The interest rates assumed in this presentation are based on current market conditions and similar credits. The actual results may differ, and Stifel makes no commitment to underwrite at these levels. The use of the "A+" underlying rating is consistent with the instructions of the RFP.

Stifel will review the opportunity for our retail distribution system to reduce the overall cost of funds on the transaction by targeting specific maturities or components of the bond issue to retail investors. If we can reduce the overall cost of funds in such a manner, we would present to the City a separate underwriter's discount associated with that portion of the transaction, as well as its net benefit, for the City's review and approval. This would change the overall underwriter's discount based upon the outline of such plan and the portion of the bonds sold at the revised underwriter's discount only if a reduction in the overall cost of funds is achieved for the Bonds.

APPENDIX A
Pricing Forms

Form I

Pricing Quotation For The Series 2017 Bonds

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

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

Maturity (Dec. 1)	Principal (Est.)	Coupon Rate	Reoffering Yield	MMD Tenor*	Spread To MMD	Takedown (Per \$1,000)
2017	\$ 1,430,000	2.000%	0.900%	1-yr	0.040%	\$1.50
2018	1,360,000	3.000%	1.060%	1-yr	0.200%	\$2.00
2019	1,430,000	4.000%	1.280%	2-yr	0.300%	\$2.50
2020	1,565,000	4.000%	1.460%	3-yr	0.350%	\$2.75
2021	1,685,000	5.000%	1.650%	4-yr	0.400%	\$3.00
2022	1,825,000	5.000%	1.860%	5-yr	0.450%	\$3.25
2023	1,955,000	5.000%	2.050%	6-yr	0.500%	\$3.25
2024	2,095,000	5.000%	2.240%	7-yr	0.540%	\$3.25
2025	2,205,000	5.000%	2.480%	8-yr	0.580%	\$3.25
2026	2,340,000	4.000%	2.640%	9-yr	0.600%	\$3.25
2027	2,475,000	4.000%	2.780%	10-yr	0.650%	\$3.25
2028	2,630,000	4.000%	2.930%	11-yr	0.700%	\$3.25
2029	2,780,000	3.000%	3.130%	12-yr	0.800%	\$3.25
2030	2,375,000	3.000%	3.260%	13-yr	0.840%	\$3.25
2031	875,000	3.125%	3.380%	14-yr	0.870%	\$3.25

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

MMD dated April 25, 2017

Underwriting Expenses:

Description	Amount	Basis (Fixed or Per \$1,000)
Management Fee	\$38,103.75	\$1.35 per Bond

Underwriter’s Counsel, if required:

Firm	Fees
1. Thompson Coburn	\$15,000
2.	

Form II

Pricing Quotation For The Series 2017 Certificates

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

Maturity (July 1)	Principal (Est.)	Coupon Rate	Reoffering Yield	MMD* Tenor	Spread To MMD	Takedown (Per \$1,000)
2018	\$ 570,000	3.000%	1.060%	1-yr	0.200%	\$2.00
2019	580,000	4.000%	1.280%	2-yr	0.300%	\$2.50
2020	590,000	4.000%	1.460%	3-yr	0.350%	\$2.75
2021	595,000	5.000%	1.650%	4-yr	0.400%	\$3.00
2022	610,000	5.000%	1.860%	5-yr	0.450%	\$3.25
2023	620,000	5.000%	2.050%	6-yr	0.500%	\$3.25
2024	635,000	5.000%	2.240%	7-yr	0.540%	\$3.25

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

MMD dated April 25, 2017

Underwriting Expenses:

Description	Amount	Basis (Fixed or Per \$1,000)
Management Fee	\$8,400	\$2.00 per Bond
Expenses	\$1,500	Fixed - \$1,500

Underwriter's Counsel, if required:

Firm	Fees
1. Thompson Coburn	\$7,500
2.	

APPENDIX B
Experience List

January 1, 2015 to Present					
Stifel's National Negotiated Senior Managed Lease Revenue/COPs Transactions					
Sale Date	Par Amount	Issuer	Issue Description	County	State
04/25/17	\$32,445,000	Hillsborough Co School Board	Ref Certificates of Participation	Hillsborough	FL
04/18/17	\$28,865,000	Aurora City-Colorado	Certificates of Participation	Adams/Arapahoe	CO
04/12/17	\$17,570,000	Aspen City-Colorado	Certificates of Participation	Pitkin	CO
03/31/17	\$130,120,000	Avon Comm School Bldg Corp	Ad Val Prop Tx 1st Mtg Ref & Imp	Hendricks	IN
03/29/17	\$1,105,000	Desert Hot Springs Pub Fin Auth	Lease Revenue Bonds	Riverside	CA
03/29/17	\$13,895,000	Desert Hot Springs Pub Fin Auth	Lease Revenue Bonds	Riverside	CA
03/28/17	\$26,775,000	Colorado Mountain College	Certificates of Participation	Eagle/Lake/Pitkin/Summit	CO
03/15/17	\$12,765,000	Johnson Co Parks & Rec Dt	Certificates of Participation	Johnson	KS
03/14/17	\$8,510,000	Washington Co Muni Bldg Auth	Lease Revenue Bonds	Washington	UT
03/08/17	\$2,000,000	North Spencer Co Middle Sch Bldg Corp	Ad Val Prop Tax First Mtg Bonds	North Spencer	IN
03/02/17	\$14,305,000	Cuyahoga Co (Fairview Park) SD	Certificates of Participation	Cuyahoga	OH
02/22/17	\$47,100,000	Polaris Career Center	Certificates of Participation	Cuyahoga	OH
02/16/17	\$11,395,000	Cherry Hills Village-Colorado	Certificates of Participation	Arapahoe	CO
02/14/17	\$28,335,000	Commerce City-Colorado	Ref Certificates of Participation	Adams	CO
02/07/17	\$19,995,000	Cuyahoga Co (Mayfield) SD	Ref & Certs of Participation	Cuyahoga	OH
02/07/17	\$79,615,000	El Paso Co (Falcon) SD #49	Certificates of Participation	El Paso	CO
01/18/17	\$5,580,000	Kirkwood Municipal Library Dt	Ref Certificates of Participation	St Louis	MO
01/17/17	\$43,615,000	St Charles City-Missouri	Certificates of Participation	St Charles	MO
01/09/17	\$15,730,000	Will Co (Laraway) CCSD #70-C	GO Lease Alt Rev Source Oblig	Will	IL
01/05/17	\$7,040,000	El Cerrito City-California	Certificates of Participation	Contra Costa	CA
12/20/16	\$3,680,000	San Joaquin Co (Lincoln) USD	Certificates of Participation	San Joaquin	CA
12/15/16	\$2,470,000	Steamboat Springs City-Colorado	Certificates of Participation	Routt	CO
12/15/16	\$3,750,000	Steamboat Springs City-Colorado	Certificates of Participation	Routt	CO
12/14/16	\$4,995,000	St Louis Co (Ferguson-Florissant) RSD #R-2	Certificates of Participation	St Louis	MO
12/08/16	\$9,260,000	Will Co (Laraway) CCSD #70-C	GO Lease Oblig Alt Rev Source	Will	IL
12/01/16	\$9,485,000	Avon Comm School Bldg Corp	Ad Val Prop Tax 1st Mtg Bonds	Hendricks	IN
11/30/16	\$10,025,000	Oakley Public Fin Auth	Lease Revenue Bonds	Contra Costa	CA
11/30/16	\$48,260,000	Warsaw School Building Corp	Ad Val Prop Tx 1st Mtg Ref & Imp	Kosciusko	IN
11/22/16	\$24,655,000	Moreno Valley Public Fin Auth	Lease Revenue Refunding Bonds	Riverside	CA
11/18/16	\$39,610,000	Fort Wayne Comm Schools Bldg Corp	Ad Valorem Prop Tax 1st Mtg Bonds	Allen	IN
11/17/16	\$9,860,000	Cuyahoga Co (Fairview Park) SD	Certificates of Participation	Cuyahoga	OH
11/17/16	\$1,905,000	Los Angeles Co (Palmdale) SD	Certificates of Participation	Los Angeles	CA
11/17/16	\$6,535,000	Los Angeles Co (Palmdale) SD	Certificates of Participation	Los Angeles	CA
11/16/16	\$1,930,000	Dekalb Central Elem Sch Bldg Cp	Ad Val Property Tax 1st Mtg Bonds	De Kalb	IN
11/16/16	\$20,295,000	Huntington Co School Bldg Corp	Ad Val Prop Tax 1st Mtg Ref Bonds	Huntington	IN
11/15/16	\$1,955,000	NW Hendricks Multi-Sch Bldg Corp	Ad Valorem Prop Tax 1st Mtg Bonds	Litzton	IN
11/10/16	\$19,405,000	Riverside Co (Murrieta Valley) USD	Ref Certificates of Participation	Riverside	CA
11/01/16	\$10,410,000	Lake Elsinore Pub Fin Auth	Lease Revenue Bonds	Riverside	CA
11/01/16	\$8,520,000	Monroe-Gregg Sch Bldg Renov Corp	Ad Val Property Tax 1st Mtg Bonds	Morgan	IN
11/01/16	\$2,465,000	Monterey Co (Greenfield) USD	Ref Certificates of Participation	Monterey	CA
11/01/16	\$14,125,000	San Leandro Pub Fin Auth	Refunding Lease Revenue Bonds	Alameda	CA
10/25/16	\$1,500,000	Middlebury Schools Bldg Corp	Ad Valorem Prop Tax 1st Mtg Bonds	Elkhart	IN
10/19/16	\$5,000,000	Hobart Building Corporation	Ad Valorem Prop Tax 1st Mtg Bonds	Lake	IN
10/19/16	\$36,530,000	Lawrence Twp School Bldg Corp	First Mortgage Refunding Bonds	Marion	IN
10/13/16	\$8,165,000	California Municipal Fin Auth	Loc Meas A Sales Tx Certs of Part	San Diego	CA
10/13/16	\$10,085,000	Teller Co (Woodland Park) SD #RE-2	Ref Certificates of Participation	Teller	CO
10/13/16	\$15,045,000	Tri-Creek 2002 High School Bldg Corp	Ad Val Prop Tax 1st Mtg Ref Bonds	Lake	IN
10/06/16	\$27,010,000	South Feather Water & Power Agency	Certificates of Participation	Butte	CA
10/04/16	\$27,295,000	Malibu City-California	Certificates of Participation	Los Angeles	CA
09/22/16	\$7,510,000	Monroe-Gregg Sch Bldg Renov Corp	Ad Val Prop Tx 1st Mtg Ref Bonds	Morgan	IN
09/19/16	\$11,355,000	Carroll Co (Carrollton) EVSD	Certificates of Participation	Carroll	OH
09/16/16	\$42,890,000	Franklin Twp School Bldg Corp	Ad Val Prop Tax 1st Mtg Ref Bonds	Marion	IN
09/14/16	\$34,085,000	Hamilton SE Consol Schl Bldg Corp	Ad Val Prop Tax 1st Mtg Ref Bonds	Hamilton	IN
09/09/16	\$34,001,000	Utah Housing Corporation (UHC)	Tax Exempt Mtg-backed Securities	Salt Lake	UT
09/01/16	\$12,150,000	Coachella Financing Authority	Lease Revenue Bonds	Riverside	CA
08/30/16	\$25,545,000	Greeley City-Colorado	Certificates of Participation	Weld	CO
08/23/16	\$5,085,000	Amarillo-Potter Events Venue Dt	Special Tax & Lease Rev Ref Bonds	Potter/Randall	TX
08/18/16	\$54,005,000	St Charles Co (Wentzville) SD R-IV	Lease Participation & Imp Certs	St Charles	MO
08/17/16	\$35,770,000	Michigan City School Bldg Corp	Ad Val Prop Tax 1st Mtg Rev Bonds	LaPorte/Porter	IN
08/09/16	\$32,877,000	Idaho Housing & Fin Assoc	Mortgage-Backed Securites	State Authority	ID
08/05/16	\$44,955,000	Concord Community Schools	First Mortgage Ref & Imp Bonds	Elkhart	IN
08/03/16	\$46,695,000	Merrillville Multi-Sch Bldg Corp	Ad Val Prop Tax 1st Mtg Ref Bonds	Lake	IN
08/02/16	\$19,050,000	South Adams Sch Bldg Corp	Ad Val Prop Tax 1st Mtg & Imp	Adams	IN
07/28/16	\$10,055,000	South Tahoe Jt Powers Fin Auth	Refunding Lease Revenue Bonds	El Dorado	CA
07/14/16	\$11,140,000	Fishers Redevelopment Auth	Lease Rental Revenue Bonds	Hamilton	IN
07/14/16	\$12,905,000	Guam Education Financing Found	Refunding Certs of Participation	Hagatna	GU
07/14/16	\$13,150,000	Mission Viejo Comm Dev Fin Auth	Lease Revenue Refunding Bonds	Orange	CA

January 1, 2015 to Present						
Stifel's National Negotiated Senior Managed Lease Revenue/COPs Transactions						
Sale Date	Par Amount	Issuer	Issue Description	County	State	
07/13/16	\$25,665,000	Guam Education Financing Found	Refunding Certs of Participation	Hagatna	GU	
07/12/16	\$11,070,000	Middlebury Schools Bldg Corp	Ad Val Prop Tax 1st Mtg Ref Bonds	Elkhart	IN	
07/12/16	\$40,429,000	Utah Housing Corporation (UHC)	Mortgage Backed Securities	Salt Lake	UT	
07/06/16	\$23,039,000	Idaho Housing & Fin Assoc	Mortgage-Backed Securites	State Authority	ID	
06/30/16	\$13,235,000	Mahoning Co (Jackson-Milton) LSD	Certificates of Participation	Mahoning/Trumbull	OH	
06/30/16	\$30,470,000	Pico Rivera Pub Financing Auth	Lease Revenue Refunding Bonds	Los Angeles	CA	
06/29/16	\$8,600,000	Chula Vista City-California	Refunding COPs	San Diego	CA	
06/29/16	\$25,885,000	Chula Vista Muni Fin Auth	Lease Revenue Refunding Bonds	San Diego	CA	
06/23/16	\$24,520,000	Corona Public Financing Auth	Lease Revenue Refunding Bonds	Riverside	CA	
06/21/16	\$9,420,000	Corte Madera Town-California	Ref Certificates of Participation	Marin	CA	
06/16/16	\$19,845,000	Wawasee Comm School Corp	Ad Val Prop 1st Mtg Ref&Imp Bonds	Kosciusko	IN	
06/14/16	\$22,148,000	Idaho Housing & Fin Assoc	Mortgage Backed Securities	State Authority	ID	
06/14/16	\$1,997,000	Porter Twp High School Bldg Corp	Ad Valorem Prop Tax 1st Mtg Bonds	Porter	IN	
06/13/16	\$64,275,000	Hobart Building Corporation	Ad Val Prop Tx 1st Mtg Ref Bonds	Lake	IN	
06/09/16	\$3,805,000	Daviess Co Building Corp	First Mortgage Refunding Bonds	Daviess	IN	
06/09/16	\$85,015,000	West Hollywood Public Fin Auth	Lease Revenue Bonds	Los Angeles	CA	
06/07/16	\$25,002,000	Utah Housing Corporation (UHC)	Mortgaged Backed Securities	Salt Lake	UT	
06/07/16	\$29,000,000	Utah Housing Corporation (UHC)	Mortgaged Backed Securities	Salt Lake	UT	
06/02/16	\$50,000,000	Perry Twp Multi Sch Bldg Corp of 1996	Ad Valorem Prop Tax 1st Mtg Bonds	Marion	IN	
05/26/16	\$6,805,000	Wayne Twp School Building Corp	Ad Val Prop Tax First Mtg Bonds	Marion	IN	
05/23/16	\$12,455,000	IPS Multi-School Bldg Corp	Ad Val Prop Tax 1st Mtg Ref Bonds	Marion	IN	
05/19/16	\$49,815,000	Greenfield Middle Sch Bldg Corp	Ad Val Prop Tax 1st Mtg Ref Bonds	Hancock	IN	
05/18/16	\$50,895,000	Tri-Creek 2002 High School Bldg Corp	Ad Val Tax 1st Mtg Ref&Imp Bonds	Lake	IN	
05/10/16	\$25,416,000	Idaho Housing & Fin Assoc	Mortgage Backed Securities	State Authority	ID	
05/10/16	\$31,497,000	Utah Housing Corporation (UHC)	Mortgaged Backed Securities	Salt Lake	UT	
05/05/16	\$10,175,000	Summit Co Dev Finance Auth	Development Lease Revenue Bonds	Summit	OH	
05/04/16	\$3,615,000	Westfield High School 1995 Bldg Corp	Ad Val Prop Tax 1st Mtg Bonds	Hamilton	IN	
05/04/16	\$3,855,000	Westfield Washington Multi Sch Bldg Corp	Ad Val Prop Tax 1st Mtg Bonds	Hamilton	IN	
04/28/16	\$26,895,000	San Bernardino Co (Victor Valley) UHSD	Ref & Certs of Participation	San Bernardino	CA	
04/27/16	\$5,955,000	Ventura Co (Rio) ESD	Ref Certificates of Participation	Ventura	CA	
04/26/16	\$3,855,000	St Louis Co (Pattonville) R-III SD	Certificates of Participation	St Louis	MO	
04/21/16	\$8,970,000	North Spencer Co Middle Sch Bldg Corp	First Mortgage Bonds	North Spencer	IN	
04/20/16	\$1,910,000	Monroe Central School Bldg Corp	Ad Val Prop Tax 1st Mtg Bonds	Randolph	IN	
04/13/16	\$600,000	Maconaquah School Building Corp	Ad Val Prop Tax First Mtg Bonds	Miami	IN	
04/13/16	\$8,220,000	Maconaquah School Building Corp	Ad Val Prop Tax First Mtg Bonds	Miami	IN	
04/07/16	\$17,037,000	Idaho Housing & Fin Assoc	Mortgaged Backed Securities	State Authority	ID	
04/07/16	\$9,611,000	Utah Housing Corporation (UHC)	Mortgage-Backed Securities	Salt Lake	UT	
04/07/16	\$13,500,000	Utah Housing Corporation (UHC)	Mortgage-Backed Securities	Salt Lake	UT	
03/23/16	\$44,250,000	San Bernardino Co (Hesperia) USD	Ref Certificates of Participation	San Bernardino	CA	
03/22/16	\$8,000,000	Ventura Co (Oxnard) SD	Certificates of Participation	Ventura	CA	
03/17/16	\$6,355,000	California Statewide CDA (CSCDA)	Certificates of Participation	Contra Costa	CA	
03/16/16	\$4,800,000	Cuyahoga Co (Beachwood) SD	Certificates of Participation	Cuyahoga	OH	
03/08/16	\$1,895,000	Liberty-Perry Wapahani HS Bldg Corp	Ad Val Property tax 1st Mtg Bonds	Delaware	IN	
02/26/16	\$8,360,000	West Lafayette Redev Auth	Lease Rental Revenue Bonds	Tippecanoe	IN	
02/25/16	\$2,015,000	Waynesville City-Missouri	Certificates of Participation	Pulaski	MO	
02/24/16	\$10,060,000	Breckenridge Town-Colorado	Certificates of Participation	Summit	CO	
02/17/16	\$11,000,000	Utah Housing Corporation (UHC)	Mortgaga-Backed Securities	Salt Lake	UT	
02/08/16	\$45,489,000	Idaho Housing & Fin Assoc	Mortgage Backed Securities	State Authority	ID	
02/05/16	\$8,485,000	Warsaw School Building Corp	Ad Val Prop Tax 1st Mtg Bonds	Kosciusko	IN	
02/04/16	\$39,710,000	NW Hendricks Multi-Sch Bldg Corp	Ad Val Prop Tx 1st Mtg Ref Bonds	Lizton	IN	
01/26/16	\$11,285,000	Humboldt Co (Klamath-Trinity) JUSD	Certificates of Participation	Humboldt	CA	
01/21/16	\$3,700,000	Jackson Co (Hickman Mills) C-1 SD	Certificates of Participation	Jackson	MO	
01/13/16	\$77,725,000	Orange Co (Placentia-Yorba Linda) USD	Certificates of Participation	Orange	CA	
12/17/15	\$9,860,000	Jackson Co (Hickman Mills) C-1 SD	Certificates of Participation	Jackson	MO	
12/16/15	\$3,125,000	Avon Comm School Bldg Corp	Ad Val Prop Tax 1st Mtg Bonds	Hendricks	IN	
12/09/15	\$1,825,000	Greater Jasper Ireland Sch Bldg Corp	Ad Valorem Prop Tax 1st Mtg Bonds	Dubois	IN	
12/09/15	\$21,000,000	Utah Housing Corporation (UHC)	Mortgage Backed Securities	Salt Lake	UT	
12/03/15	\$10,810,000	Glendale City-Colorado	Ref Certificates of Participation	Arapahoe	CO	
12/01/15	\$5,680,000	Palm Springs Financing Authority	Lease Revenue Refunding Bonds	Riverside	CA	
11/24/15	\$10,430,000	Moreno Valley Public Fin Auth	Lease Revenue Bonds	Riverside	CA	
11/24/15	\$17,910,000	Sacramento Co (Folsom Cordova) USD	Ref Certificates of Participation	Sacramento	CA	
11/20/15	\$40,205,000	Highlands Co School Board	Ref Certificates of Participation	Highlands	FL	
11/19/15	\$3,210,000	MSD Wabash Co Multi Sch Bldg Corp	Ad Val Prop Tax 1st Mtg Bonds	Wabash	IN	
11/17/15	\$2,990,000	St Louis Co (Hazelwood) SD	Ref Certificates of Participation	St Louis	MO	
11/12/15	\$11,055,000	Foothills Park & Rec Dt	Refunding & Improvement COP	Jefferson	CO	
11/10/15	\$2,620,000	St Louis Co (Riverview Gardens) SD	Ref Certificates of Participation	St Louis	MO	
11/05/15	\$16,878,000	Idaho Housing & Fin Assoc	Mortgage-Backed Securities	State Authority	ID	

January 1, 2015 to Present

Stifel's National Negotiated Senior Managed Lease Revenue/COPs Transactions

Sale Date	Par Amount	Issuer	Issue Description	County	State
11/04/15	\$5,275,000	Westfield Washington Multi Sch Bldg Corp	Ad Val Property Tax 1st Mtg Ref	Hamilton	IN
10/28/15	\$9,915,000	Whitko High School Building Corp	Ad Val Prop Tax 1st Mtg Ref Bonds	Kosciusko	IN
10/28/15	\$19,410,000	Will Co (Reed Custer) CUSD #255-U	Lease Certificates	Will/Kankakee	IL
10/14/15	\$20,655,000	Douglas Co Libraries	Certificates of Participation	Douglas	CO
10/08/15	\$29,893,000	Idaho Housing & Fin Assoc	Mortgaged Backed Securities	State Authority	ID
09/22/15	\$9,915,000	Colorado	Certificates of Participation	State	CO
09/15/15	\$730,000	Westlake Village-California	Certificates of Participation	Los Angeles	CA
09/15/15	\$16,675,000	Westlake Village-California	Certificates of Participation	Los Angeles	CA
09/09/15	\$5,300,000	Colma Town-California	Certificates of Participation	San Mateo	CA
09/03/15	\$6,960,000	Valparaiso Multi-Schools Bldg Corp	Unltd Ad Val Prop Tax 1st Mtg	Porter	IN
09/03/15	\$143,035,000	Valparaiso Multi-Schools Bldg Corp	Unltd Ad Val Prop Tax 1st Mtg	Porter	IN
08/26/15	\$3,895,000	Hazelwood City-Missouri	Ref Certificates of Participation	St Louis	MO
08/26/15	\$96,120,000	Vista Joint Powers Fin Auth	Refunding Lease Revenue Bonds	San Diego	CA
08/20/15	\$17,910,000	Visalia City-California	Certificates of Participation	Tulare	CA
08/12/15	\$34,330,000	Chula Vista Public Fin Auth	Ref Certificates of Participation	San Diego	CA
08/11/15	\$23,090,000	Missouri Housing Dev Commission	Single Family Mortgage Rev Bonds	State Authority	MO
08/11/15	\$50,000,000	Missouri Housing Dev Commission	Single Family Mortgage Rev Bonds	State Authority	MO
07/31/15	\$5,400,000	Greene Co Development Auth	Adj Rate Sub First Mortgage Bonds	Greene	GA
07/31/15	\$31,925,000	Greene Co Development Auth	First Mortgage Revenue Bonds	Greene	GA
07/29/15	\$32,860,000	Marion Co School Board	Ref Certificates of Participation	Marion	FL
07/22/15	\$54,245,000	Middlebury Schools Bldg Corp	Ad Val Prop Tax 1st Mtg Ref & Imp	Elkhart	IN
07/22/15	\$15,675,000	Wentzville City-Missouri	Ref Certificates of Participation	St Charles	MO
07/21/15	\$8,335,000	Oceanside Pub Financing Auth	Lease Revenue Bonds	San Diego	CA
07/16/15	\$3,785,000	Clermont Co (Goshen) LSD	Certificates of Participation	Clermont/Warren	OH
07/16/15	\$30,000,000	St Charles Co (Wentzville) SD R-IV	Lease Participation Certificates	St Charles	MO
06/30/15	\$4,500,000	Humboldt Co (Klamath-Trinity) JUSD	Certificates of Participation	Humboldt	CA
06/30/15	\$22,145,000	Jefferson Co (Fox) CSD #6	Certificates of Participation	Jefferson	MO
06/18/15	\$8,250,000	Portage Redevelopment Authority	Lease Rental Revenue Bonds	Porter	IN
06/16/15	\$21,955,000	Perry Twp Multi Sch Bldg Corp of 1996	Ad Val Prop Tax 1st Mtg Ref Bonds	Marion	IN
06/16/15	\$1,425,000	Smith-Green Multi Sch Bldg Corp	Ad Val Prop Tax 1st Mtg Bonds	White/Noble	IN
06/15/15	\$1,855,000	Northwestern Consol Sch Bldg Corp	Ad Valorem Prop Tax 1st Mtg Bonds	Shelby	IN
06/12/15	\$7,545,000	Tri-Creek 2002 High School Bldg Corp	Ad Val Prop Tax 1st Mtg Bonds	Lake	IN
06/11/15	\$5,895,000	Noblesville Redevelopment Auth	Redevelopment Lease Rev Bonds	Hamilton	IN
06/09/15	\$4,655,000	Northstar Comm Svc Dt Fin Auth	Lease Revenue Bonds	Placer	CA
06/03/15	\$2,425,000	Sugar Creek City-Missouri	Ref Certificates of Participation	Jackson	MO
06/02/15	\$2,870,000	Adams 12 Five Star SD	Ref Certificates of Participation	Adams	CO
05/28/15	\$27,765,000	Rangeview Library Dt	Ref Certificate of Participation	Adams	CO
05/21/15	\$6,380,000	Ventura Co (Rio) ESD	Certificates of Participation	Ventura	CA
05/20/15	\$21,090,000	Baugo Community Schools	Ad Val Prop 1st Mtg Ref Bonds	Elkhart	IN
05/14/15	\$27,500,000	Adams 12 Five Star SD	Certificates of Participation	Adams	CO
05/11/15	\$16,960,000	Bluffton-Harrison Middle Sch Bldg Corp	Ad Val 1st Mtg Ref & Imp Bonds	Wells	IN
05/08/15	\$40,065,000	Hamilton SE Consol Schl Bldg Corp	Ad Val Prop Tax 1st Mtg Bonds	Hamilton	IN
04/29/15	\$31,025,000	Indiana University	Lease Purchase Obligations	College or Univ	IN
04/28/15	\$13,930,000	Avon Comm School Bldg Corp	Ad Val 1st Mtg Ref & Imp Bonds	Hendricks	IN
04/27/15	\$3,995,000	Willard City-Missouri	Ref Certificates of Participation	Greene	MO
04/22/15	\$8,895,000	Malibu City-California	Ref Certificates of Participation	Los Angeles	CA
04/22/15	\$11,940,000	Malibu City-California	Ref Certificates of Participation	Los Angeles	CA
04/22/15	\$24,445,000	Medina City SD	Certificates of Participation	Medina	OH
04/16/15	\$10,990,000	NW Hendricks Multi-Sch Bldg Corp	Ad Val Prop Tax 1st Mtg Ref Bonds	Lizton	IN
04/14/15	\$12,795,000	Cuyahoga Co (Mayfield) SD	Ref Certificates of Participation	Cuyahoga	OH
04/01/15	\$3,940,000	Cuyahoga Co (Strongsville City) SD	Ref Certificates of Participation	Cuyahoga	OH
04/01/15	\$26,920,000	Kern Co (Panama-Buena Vista) USD	Ref Certificates of Participation	Kern	CA
03/26/15	\$27,130,000	Sheridan Comm Sch Bldg Corp	Ad Val Prop 1st Mtg Ref Imp Bonds	Martin	IN
03/25/15	\$5,550,000	Hamilton SE Consol Schl Bldg Corp	Ad Val Prop Tax 1st Mtg Ref Bonds	Hamilton	IN
03/25/15	\$35,750,000	Hamilton SE Consol Schl Bldg Corp	Ad Val Prop Tax 1st Mtg Ref Bonds	Hamilton	IN
03/24/15	\$4,315,000	Park Hills City-Missouri	Certificates of Participation	St Francois	MO
03/23/15	\$920,000	Jackson Co (Center) SD #58	Ref Certificates of Participation	Jackson	MO
03/18/15	\$2,143,000	California Municipal Fin Auth	Lease Revenue Bonds	San Diego	CA
03/18/15	\$27,845,000	California Municipal Fin Auth	Lease Revenue Bonds	San Diego	CA
03/18/15	\$9,515,000	Pioneer Career & Tech Center	Ref Certificates of Participation	Richland/Crawford/Morrow/Huron	OH
03/11/15	\$12,980,000	Noblesville Multi-School Bldg Corp	First Mortgage Refunding Bonds	Hamilton	IN
03/10/15	\$9,955,000	Cuyahoga Co (Mayfield) SD	Ref Certificates of Participation	Cuyahoga	OH
03/05/15	\$4,715,000	Hamilton SE Consol Schl Bldg Corp	Ad Val Prop Tax 1st Mtg Ref Bonds	Hamilton	IN
03/05/15	\$14,745,000	Hamilton SE Consol Schl Bldg Corp	Ad Val Prop Tax 1st Mtg Ref Bonds	Hamilton	IN
03/05/15	\$22,095,000	Hamilton SE Consol Schl Bldg Corp	Ad Val Prop Tax 1st Mtg Ref Bonds	Hamilton	IN
02/20/15	\$70,575,000	El Paso Co (Falcon) SD #49	Certificates of Participation	El Paso	CO
02/19/15	\$6,900,000	Cape Girardeau Muni Library Dt	Ref Certificates of Participation	Cape Girardeau	MO

January 1, 2015 to Present					
Stifel's National Negotiated Senior Managed Lease Revenue/COPs Transactions					
Sale Date	Par Amount	Issuer	Issue Description	County	State
02/18/15	\$4,255,000	San Pablo Joint Powers Fin Auth	Lease Revenue Bonds	Contra Costa	CA
02/18/15	\$11,555,000	San Pablo Joint Powers Fin Auth	Lease Revenue Bonds	Contra Costa	CA
02/12/15	\$19,055,000	Wayne Twp School Building Corp	Ad Val Prop 1st Tax Mtg Ref Bonds	Marion	IN
01/13/15	\$8,350,000	Franklin Twp Multi School Bldg Cp	Ad Val Prop Tax 1st Mtg Ref Bonds	Marion	IN
01/13/15	\$29,610,000	Franklin Twp Multi School Bldg Cp	Ad Val Prop Tax 1st Mtg Ref Bonds	Marion	IN
Total	\$4,004,882,000				206

APPENDIX C
Comparable Financings

YEAR	ISSUE								ISSUE								ISSUE										
	CLAY CNTY MO SCH DIST #R-II SM, #N/A Field Not Applicable								SAINT CHARLES MO COPS, COPS								CAPITAL REGION WTR PA SWR REVE, REF-SYS										
	PRICED	3/15/2017			SALE TYPE		NEGOTIATED			PRICED	1/17/2017			SALE TYPE		NEGOTIATED			PRICED	4/25/2017			SALE TYPE		NEGOTIATED		
	TAX STATUS	N (NON-BQ) / N			SIZE	\$15,750,000			TAX STATUS	N (NON-BQ) / N			SIZE	\$43,615,000			TAX STATUS	N (NON-BQ) / N			SIZE	\$43,915,000					
	RATING	NR / A+ / NR			UNDERWRITER				RATING	Aa3 / NR / NR			UNDERWRITER				RATING	NR / A+ / NR			UNDERWRITER						
	UNDERLYING	NR / NR / NR			GEORGE K BAUM & CO				UNDERLYING	Aa3 / NR / NR			STIFEL NICOLAUS & CO INC				UNDERLYING	NR / NR / NR			MORGAN STANLEY & CO LLC						
CALL DATE	4/1/2025 @ 100			UW DISCOUNT		\$7.00			CALL DATE	4/1/2026 @ 100			UW DISCOUNT		\$4.75			CALL DATE	7/15/2027 @ 100			UW DISCOUNT		#VALUE!			
MTY	AMT	CPN	YTW	SPR	YTM	SPR	MTY	AMT	CPN	YTW	SPR	YTM	SPR	MTY	AMT	CPN	YTW	SPR	YTM	SPR							
0																											
1	4/1/2018	435,000	3.000%	1.200%	36	1.200%	36	4/1/2018	2,055,000	2.000%	1.060%	13	1.060%	13	7/15/2018	700,000	3.000%	1.150%	25	1.150%	25						
2	4/1/2019	425,000	3.000%	1.450%	36	1.450%	36	4/1/2019	2,230,000	3.000%	1.340%	22	1.340%	22	7/15/2019	715,000	4.000%	1.280%	27	1.280%	27						
3	4/1/2020	450,000	3.000%	1.650%	35	1.650%	35	4/1/2020	2,305,000	4.000%	1.580%	27	1.580%	27	7/15/2020	750,000	5.000%	1.470%	32	1.470%	32						
4	4/1/2021	455,000	3.000%	1.900%	43	1.900%	43	4/1/2021	2,400,000	4.000%	1.770%	32	1.770%	32	7/15/2021	785,000	2.000%	1.660%	37	1.660%	37						
5	4/1/2022	470,000	3.000%	2.100%	41	2.100%	41	4/1/2022	2,495,000	4.000%	1.970%	37	1.970%	37	7/15/2022	800,000	5.000%	1.860%	42	1.860%	42						
6	4/1/2023	485,000	3.000%	2.400%	49	2.400%	49	4/1/2023	2,605,000	5.000%	2.150%	42	2.150%	42	7/15/2023	845,000	5.000%	2.050%	47	2.050%	47						
7	4/1/2024	500,000	3.000%	2.650%	53	2.650%	53	4/1/2024	2,735,000	5.000%	2.340%	47	2.340%	47	7/15/2024	885,000	5.000%	2.240%	53	2.240%	53						
8	4/1/2025	515,000	3.000%	2.850%	57	2.850%	57	4/1/2025	2,875,000	5.000%	2.480%	51	2.480%	51	7/15/2025	930,000	5.000%	2.450%	56	2.450%	56						
9	4/1/2026	530,000	3.000%	3.000%	60	3.000%	60	4/1/2026	3,020,000	5.000%	2.640%	55	2.640%	55	7/15/2026	975,000	5.000%	2.620%	60	2.620%	60						
10	4/1/2027	550,000	3.000%	3.100%	61	3.100%	61	4/1/2027	3,165,000	4.000%	2.850%	67	2.944%	76	7/15/2027	1,025,000	5.000%	2.730%	62	2.730%	62						
11	4/1/2028	560,000	3.125%	3.270%	69	3.270%	69	4/1/2028	3,295,000	4.000%	2.970%	72	3.123%	87	7/15/2028	1,075,000	5.000%	2.830%	62	2.981%	77						
12	4/1/2029	575,000	3.250%	3.420%	76	3.420%	76	4/1/2029	3,425,000	4.000%	3.090%	75	3.276%	94	7/15/2029	1,130,000	5.000%	2.930%	62	3.194%	88						
13	4/1/2030	600,000	3.375%	3.570%	83	3.570%	83	4/1/2030	3,555,000	3.125%	3.320%	91	3.320%	91	7/15/2030	1,180,000	5.000%	3.010%	62	3.362%	97						
14	4/1/2031	625,000	3.500%	3.650%	82	3.650%	82	4/1/2031	3,670,000	3.125%	3.350%	87	3.350%	87	7/15/2031	1,240,000	5.000%	3.100%	63	3.515%	105						
15	4/1/2032	640,000	3.625%	3.770%	86	3.770%	86	4/1/2032	3,785,000	3.250%	3.420%	88	3.420%	88	7/15/2032	1,305,000	5.000%	3.180%	63	3.643%	109						
16	4/1/2033	665,000	3.750%	3.850%	87	3.850%	87							7/15/2033	1,370,000	5.000%	3.250%	63	3.751%	113							
17	4/1/2034	690,000	3.750%	3.900%	86	3.900%	86							7/15/2034	1,440,000	5.000%	3.310%	63	3.840%	116							
18	4/1/2035	715,000	3.875%	3.970%	88	3.970%	88																				
19	4/1/2036	740,000	4.000%	4.000%	87	4.000%	87																				
20	4/1/2037	770,000	4.000%	4.020%	87	4.020%	87							7/15/2037	4,760,000	5.000%	3.440%	63	4.031%	122							
21																											
22																											
23																											
24																											
25	4/1/2042	4,355,000	4.000%	4.050%	85	4.050%	85							7/15/2042	9,665,000	5.000%	3.530%	63	4.194%	129							
26																											
27																											
28																											
29																											
30														7/15/2047	12,340,000	5.000%	3.580%	63	4.287%	134							

CITY OF RAYTOWN
Request for Board Action

Date: July 5, 2018

Resolution No.: R-3111-18

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: Approval of emergency Sanitary Sewer Repairs to occur at 9703 & 9705 E. 80th Terrace.

Recommendation: Authorization for emergency sanitary sewer repairs.

Analysis: On Friday, June 29th our sanitary sewer crews along with a supervisor were working on follow-up maintenance of WOW-564/WOW-563, a sanitary sewer segment located in the 9700 block of east 80th Terrace when they encountered several areas of roots and defects in the pipe. The follow-up maintenance involved several root-cutting procedures and immediate CCTV work to confirm the amount of success.

Crews encountered some defects sufficient enough to trap our CCTV crawler/camera and were unable to retrieve it. The segment involved is located behind the curb on the south side of 80th Terrace and is about 10-foot deep which will require trench shoring. It may require more than a normal length of pipeline (10 feet) to make the connections due to the condition of the downstream pipe, and possibly over 100 feet in length. This area also has sidewalks and possibly 2 or 3 driveway approaches that will need to be replaced after the dig up.

This dig up and restoration exceeds our capacities for in-house repairs. Staff reached out to the City's on-call contractor Wiedenmann Inc. for their assistance in recovering our crawler/camera and repairing the amount of pipe affected.

Wiedenmann estimated cost of \$40,805.00 + 10% (\$4,080.50) = \$44,885.50

Alternatives: N/A

Budgetary Impact:

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

Amount to Spend: Not to exceed \$44,885.50
Account No.: 501.62.00.100.53250
Fund: Sewer Fund, Capital Expenditures

Additional Reports Attached: Wiedenmann, Inc. cost estimates, Location Map, and Emergency Memo.

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH WIEDENMANN, INC. FOR AN EMERGENCY REPAIR PROJECT TO THE SANITARY SEWER MAIN LOCATED NEAR 9703 AND 9705 E. 80th TERRACE IN AN AMOUNT NOT TO EXCEED \$44,885.50

WHEREAS, the City of Raytown periodically identifies sanitary 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 sanitary sewer repair project located at 9703 and 9705 E. 80th Terrace and would like to utilize the services of Wiedenmann, Inc. in an amount of \$40,805.00 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 \$4,080.50 to fund any changes for a total amount not to exceed \$44,885.50; 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 sanitary sewer infrastructure repair from Wiedenmann, Inc. utilizing the City of Lee's Summit, Missouri cooperative purchase contract and approve project expenses for 9703 and 9705 E. 80th Terrace in an amount not to exceed \$44,880.50;

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

THAT the professional services of sanitary sewer infrastructure repair from Wiedenmann, Inc. utilizing the City of Lee's Summit, Missouri cooperative purchase contract and approving project expenses for 9703 and 9705 E. 80th Terrace in the amount of \$40,805.00, 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 \$4,080.50 to fund any changes for a total amount not to exceed \$44,885.50; 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 10th day of July, 2018.

ATTEST:

Michael McDonough, Mayor

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

July 6th, 2018

Engineering Department
10000 East 59th Street
Raytown, Missouri 64133

Attn: Tony Mesa

RE: 9705 80th Terrace
Point Repair
Camera Retrieval

Pursuant to your request we hereby submit the following budget price to locate and recover the tv camera, repair 8" main, and perform incidental restoration. This price includes driveway repair, sidewalk repair, and commercial seed and fertilizer.

The total budget value of this work is:

1	Mob	1	LS	\$ 3,000.00	\$ 3,000.00
2	Point Repair/Locate & Retrieve Camera	10	LF	\$ 553.00	\$ 5,530.00
3	Driveway R&R	25	SY	\$ 100.00	\$ 2,500.00
4	Restoration	1	LS	\$ 750.00	\$ 750.00
				Total	\$ 11,780.00

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

We appreciate the opportunity to price and perform work for the City of Raytown.

Please call with questions.

Sincerely
Wiedenmann Inc.
Daniel Forbes



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

July 6th, 2018

Engineering Department
10000 East 59th Street
Raytown, Missouri 64133

Attn: Tony Mesa

RE: 9705 80th Terrace
8" Main Replacement
Camera Retrieval

Pursuant to your request we hereby submit the following budget price to locate and recover the tv camera, remove and replace 129' of 8" sanitary main, 3 service lines, and perform incidental restoration. This price includes driveway repair, sidewalk repair, and commercial seed and fertilizer.

The total budget value of this work is:

1 Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00
2 Locate & Retrieve Camera	1	LS	\$ 3,500.00	\$ 3,500.00
3 R&R 8" Sanitary Main	129	LF	\$ 171.00	\$ 22,059.00
4 R&R Driveway	50	SY	\$ 100.00	\$ 5,000.00
5 R&R Sidewalk	516	SF	\$ 10.00	\$ 5,160.00
6 Restoration	1	LS	\$ 2,086.00	\$ 2,086.00
			Total	\$ 40,805.00

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

We appreciate the opportunity to price and perform work for the City of Raytown.

Please call with questions.

Sincerely
Wiedenmann Inc.
Daniel Forbes



Public Works Department

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

Inter-office Memorandum

Date: July 2, 2018

To: Damon Hodges and Missy Wilson, Assistant City Administrators
cc: Jason Hanson

From: Tony Mesa, Public Works Superintendent

re: Sanitary sewer pipe failure and stuck camera emergency dig up

On Friday, June 29th our sanitary sewer crews along with a supervisor were working on follow up maintenance of WOW-564/WOW-563, a sanitary sewer segment located in the 9700 block of east 80th Terrace when they encountered several areas of roots and defects in the pipe. The follow up maintenance involved several root-cutting procedures and immediate follow up CCTV work to confirm the amount of success.

Crews encountered some defects sufficient enough to trap our CCTV crawler/camera and were unable to retrieve it. The segment involved is located behind the curb on the south side of 80th Terrace and is about 10-foot deep which will require trench shoring. It may require more than a normal length of pipeline (10ft) to make the connections due to the condition of the downstream pipe, and possibly over 100 feet in length. This area also has sidewalks and possibly 2 or 3 driveway approaches that will need to be restored after the dig up.

This dig up and restoration exceeds our capacities for in-house repairs. I have reached out to the City's on-call contractor Wiedenmann Inc. for their assistance in recovering our crawler/camera and repairing the amount of pipe affected. I am working with Wiedenmann Inc. to determine and estimated cost but due to the timing of the incident and the potential for affecting the operation of the sewer system in the immediate area I recommend moving forward with the recovery and repairs as quickly as possible.

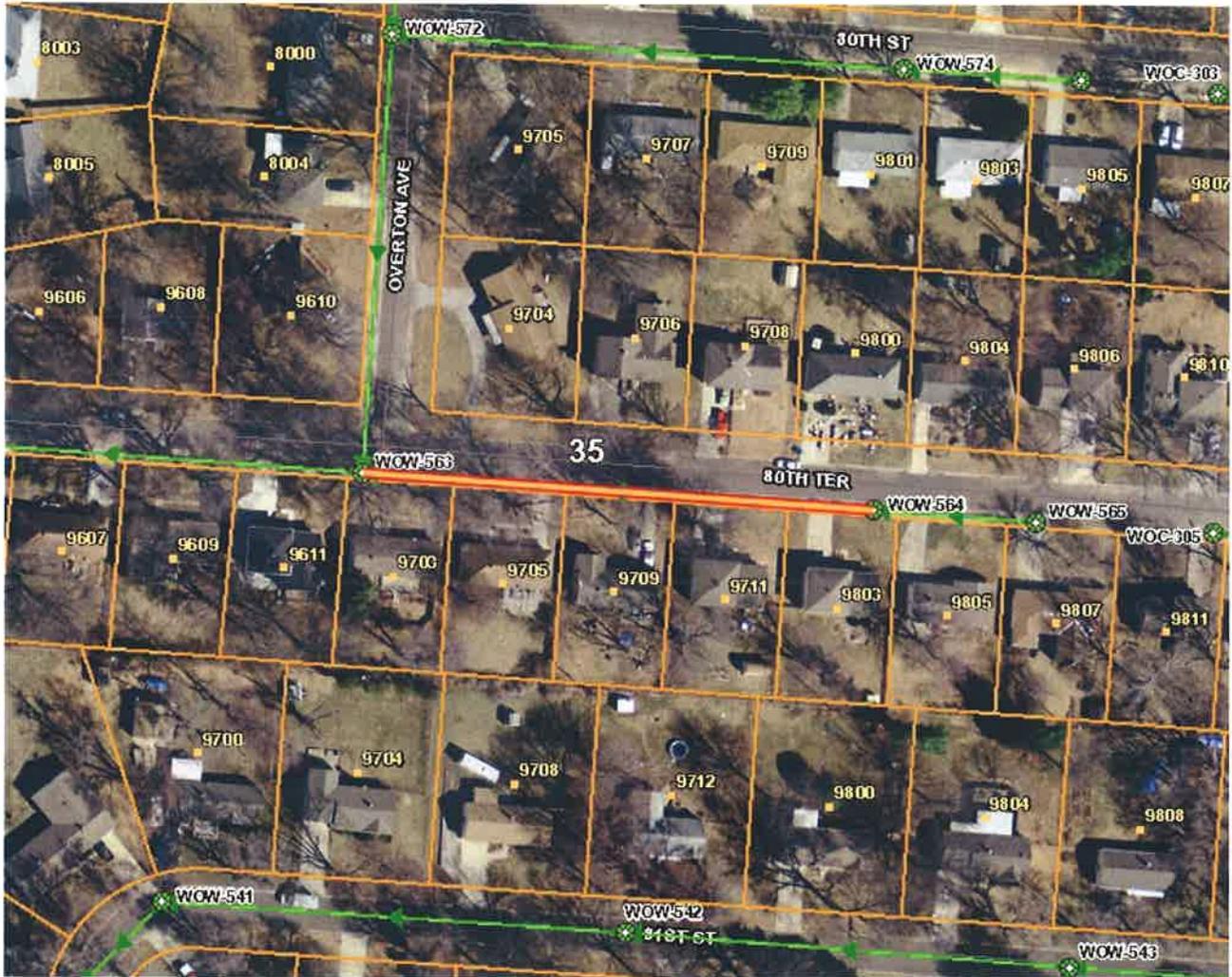
Tony Mesa
Public Works Superintendent



Public Works Department

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

Inter-office Memorandum



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



Public Works Department

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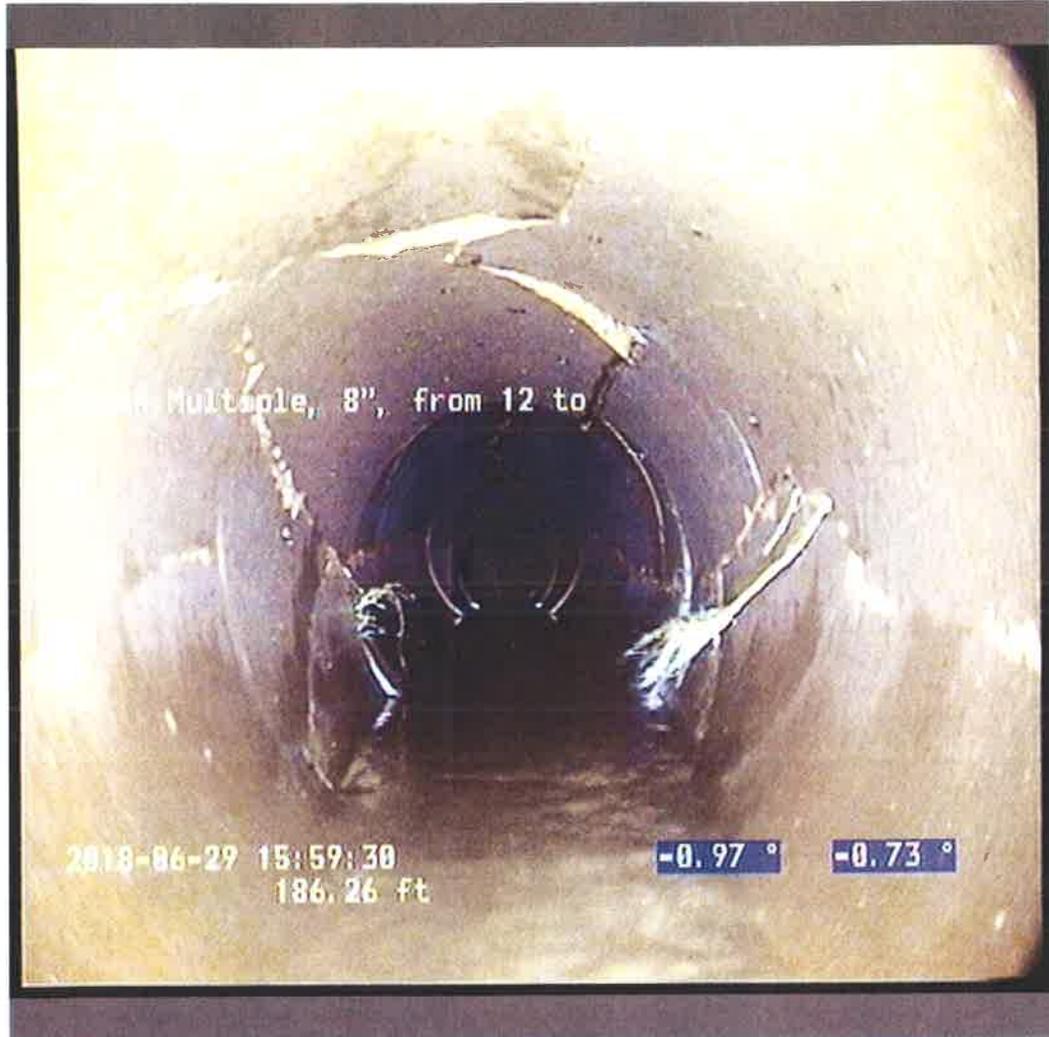


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Location Map

