

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
AUGUST 14, 2018
REGULAR SESSION No. 33
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
6:00 P.M.

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

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.

OPENING SESSION – CONTINUED
IMMEDIATELY FOLLOWING CLOSED SESSION

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 July 17, 2018 Board of Aldermen meeting minutes.
Approval of the Special July 31, 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. **R-3117-18: A RESOLUTION** AUTHORIZING AND APPROVING THE ACCEPTANCE OF A RAYTOWN VOLUNTEERS IN POLICE SERVICE GRANT IN THE AMOUNT OF \$7,000.00 AND AMENDING THE FISCAL YEAR 2017-2018 BUDGET. Point of Contact: Jim Lynch, Police Chief.
3. **R-3118-18: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT WITH DUKE'S ROOT CONTROL, INC. UTILIZING THE HOUSTON-GALVESTON AREA COOPERATIVE CONTRACT IN AN AMOUNT NOT TO EXCEED \$31,550.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Damon Hodges, Assistant City Administrator.
4. **R-3119-18: A RESOLUTION** AUTHORIZING AND APPROVING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH KENTON BROTHERS SYSTEMS FOR SECURITY FOR THE PURCHASE AND INSTALLATION OF A VIDEO SURVEILLANCE SYSTEM FOR COLMAN-LIVENGOOD PARK IN AN AMOUNT NOT TO EXCEED \$26,877.44 AND AMENDING THE FISCAL YEAR 2017-2018 BUDGET. Point of Contact: Dave Turner, Parks and Recreation Director.

ADJOURNMENT

DRAFT
MINUTES
TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
JULY 17, 2018
REGULAR SESSION No. 32
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

OPENING SESSION

Mayor Michael McDonough called the July 17, 2018 Board of Aldermen meeting to order at 7:02 p.m. and 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 Steve Meyers, Alderman Ryan Myers, Alderman Jim Aziere, Alderman Karen Black, Alderman Bill Van Buskirk, Alderman Jason Greene, Alderman Mark Moore, Alderman Frank Hunt, Alderman Bonnaye Mims (Arrived at 7:05 p.m.).

Absent: Alderman Derek Ward

Proclamations/Presentations

Alderman Mims arrived at 7:05 p.m.

Chief Lynch presented Officers Tommy Speakman and Rudy Hernandez and they were sworn in by Teresa Henry, City Clerk.

Public Comments

Michael Anderson, 8609 E 83 Terrace, spoke regarding the Raytown Citizens 4 Progress campaign for the tax questions on the August 7, 2018 election ballot.

Brian Morris, 7304 Sterling Avenue, spoke regarding the Raytown Citizens 4 Progress campaign for the tax questions on the August 7, 2018 election ballot.

Susan Vorbeck Brown, 16821 E 40 Street, spoke regarding the Raytown Citizens 4 Progress campaign for the tax questions on the August 7, 2018 election ballot.

Tony Jacob, 10201 E 64 Street, spoke regarding the City budget and expenditures, past statements about City business, the tax questions on the August 7, 2018 election ballot and items on the meeting's agenda.

Kathie Schutte spoke regarding the annual Police Department Safety Fair, and the tax questions on the August 7, 2018 election ballot.

Sam Dawson, 6800 Hawthorne Avenue, spoke regarding the tax questions on the August 7, 2018 election ballot.

Jodie Smith, 9316 E 57 terrace, spoke regarding the tax questions on the August 7, 2018 election ballot.

Alderman Meyers spoke regarding the tax questions on the August 7, 2018 election ballot.

Alderman Greene, 9813 Gregory, spoke regarding the tax questions on the August 7, 2018 election ballot.

Mayor McDonough, 11715 E 78 Street, spoke regarding the tax questions on the August 7, 2018 election ballot.

Communication from the Mayor

The Mayor spoke regarding the following items:

- Jessica Leslie Tolbert, 2001 Raytown High School graduate, now plays on the Major League Softball team, Bryant Express, and has been selected to play for team USA in Canada on July 27-29. She will be wearing #5.
- July 14 was the third installment of the Raytown Live Concert.
- Volunteers are needed for Committees, Commissions and Boards.

Communication from the City Administrator

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

Committee Reports

None

LEGISLATIVE SESSION

1. CONSENT AGENDA

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Approval of the Regular July 10, 2018 Board of Aldermen meeting minutes.

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

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

Nays: None

Absent: Alderman Ward

REGULAR AGENDA

NEW BUSINESS

2. **SECOND READING: Amended 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.

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

Damon Hodges, Assistant City Administrator and Josh Boehm of the Jackson County Rock Island Rail Corridor Authority remained available for any discussion.

Alderman Myers, seconded by Alderman Aziere, made a motion to adopt.

The ordinance was discussed.

Project updates and information on public safety regarding the path will be shared with the Board.

Alderman Myers' motion to adopt, seconded by Alderman Aziere, was approved by a vote of 9-0-1.

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

Nays: None

Absent: Alderman Ward

BECAME ORDINANCE 5573-18

3. **Amended 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.

The resolution was discussed.

Alderman Van Buskirk made a motion to amend the speaking time to four minutes. The motion failed with no second.

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

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

Nays: None

Absent: Alderman Ward

4. **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.

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

Jim Lynch, Police Chief and Captain Michelle Rogers remained available for any discussion.

The resolution was discussed.

Alderman Greene, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 8-1-1.

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

Nays: Alderman Moore

Absent: Alderman Ward

Mayor McDonough called for a five-minute recess.

Mayor McDonough reconvened the meeting at 8:45 p.m.

5. **R-3112-18: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF COMPUTER EQUIPMENT AND SUPPLIES FROM DELL MARKETING, L.P. OFF THE DELL MASTER AGREEMENT IN AN AMOUNT NOT TO EXCEED \$24,623.27 FOR FISCAL YEAR 2017-2018. Point of Contact: Jim Lynch, Police Chief.

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

Jim Lynch, Police Chief and Captain Candice Schwarz remained available for any discussion.

The resolution was discussed.

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

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

Nays: None

Absent: Alderman Ward

6. **R-3113-18: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF PANASONIC TOUGHBOOKS FOR POLICE DEPARTMENT VEHICLES FROM COMPUTER DISCOUNT WAREHOUSE-GOVERNMENT OFF THE NATIONAL COOPERATIVE PURCHASING CONTACT IN AN AMOUNT NOT TO EXCEED \$27,238.14 FOR FISCAL YEAR 2017-2018. Point of Contact: Jim Lynch, Police Chief.

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

Jim Lynch, Police Chief and Captain Michelle Rogers remained available for any discussion.

The resolution was discussed.

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

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

Nays: None

Absent: Alderman Ward

7. **R-3114-18: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF MOBILE AND PORTABLE RADIOS AND ACCESSORIES FROM MOTOROLA SOLUTIONS, INCORPORATED OFF THE JOHNSON COUNTY, KANSAS RADIO AND ACCESSORIES CONTRACT IN AN AMOUNT NOT TO EXCEED \$81,586.95. Point of Contact: Jim Lynch, Police Chief.

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

Jim Lynch, Police Chief and Krista McIntire of Dispatch remained available for any discussion.

The resolution was discussed.

Alderman Aziere, seconded by Alderman Myers, made a motion to adopt.

Discussion continued.

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

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

Nays: None

Absent: Alderman Ward

8. **R-3115-18: A RESOLUTION** AUTHORIZING THE POLICE DEPARTMENT TO MAKE A GRANT APPLICATION TO THE RAYTOWN VOLUNTEERS IN POLICE SERVICE INC. Point of Contact: Jim Lynch, Police Chief.

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

Jim Lynch, Police Chief and Reserve Major Ted Bowman remained available for any discussion.

The resolution was discussed.

Alderman Mims, seconded by Alderman Myers, made a motion to table R-3115-18 for legal review.

Discussion continued.

Alderman Mims' motion to table R3115-18 for legal review, seconded by Alderman Myers, was approved by a vote of 5-4-1.

Ayes: Aldermen Mims, Myers, Van Buskirk, Hunt, Aziere

Nays: Aldermen Greene, Moore, Black, Meyers

Absent: Alderman Ward

9. **R-3116-18: A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH DOUBLE CHECK COMPANY FOR THE FUELING SYSTEM PROJECT IN A TOTAL AMOUNT NOT TO EXCEED \$353,000.00. Point of Contact: Damon Hodges, Assistant City Administrator.

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

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

The resolution was discussed.

Alderman Van Buskirk inquired about re-voting on the previous motion regarding item R-3115-18.

Discussion of R-3116-18 continued.

Alderman Greene, seconded by Alderman Moore, made a motion to adopt R-3116-18. The motion was approved by a vote of 9-0-1.

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

Nays: None

Absent: Alderman Ward

Alderman Van Buskirk, seconded by Alderman Greene, made a motion to reconsider R-3115-18. The motion was approved by a vote of 5-4-1.

Ayes: Aldermen Van Buskirk, Greene, Moore, Black, Meyers

Nays: Aldermen Mims, Hunt, Aziere, Myers

Absent: Alderman Ward

Joe Willerth, City Attorney, stated that he will review the agreement in R-3115-18.

Alderman Greene, seconded by Alderman Moore, made a motion to adopt R-3115-18. The motion was approved by a vote of 5-4-1.

Ayes: Aldermen Greene, Moore, Van Buskirk, Black, Meyers
Nays: Aldermen Hunt, Mims, Myers, Aziere
Absent: Alderman Ward

CLOSED SESSION

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ADJOURNMENT

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

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

The meeting adjourned at 9:50 p.m.

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

The Closed Session adjourned at 10:09 p.m.

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
JULY 31, 2018
SPECIAL SESSION No. 9
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
6:00 P.M.

Roll Call

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

Absent: Alderman Bonnaye Mims, Alderman Karen Black

REGULAR AGENDA

CLOSED SESSION

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- 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.

Alderman Ward, seconded by Alderman Greene, made a motion to adjourn and reconvene in Closed Session. The motion was approved by a vote of 8-0-2.

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

Nays: None

Absent: Aldermen Mims, Black

ADJOURNMENT

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

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

Nays: None

Absent: Aldermen Mims, Black

The meeting adjourned at 6:37 pm.

CITY OF RAYTOWN
Request for Board Action

Date: August 8, 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 14th day of August, 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: August 8, 2018
To: Mayor and Board of Aldermen
From: Jason Hanson, City Engineer

Resolution No.: R-3118-18

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Authorization to allocate \$31,550.00 from the Sanitary Sewer Fund for Root Treatments from Duke's Root Control.

Recommendation: Staff recommends approval.

Analysis: Staff contacted Duke's Root Control to investigate the needed repairs. Duke's developed the attached cost estimate of \$28,686.05 to do this work. This cooperative contract is through the Houston-Galveston Area Cooperative.

Staff is recommending Board of Aldermen approval to be approximately 10% higher than this estimate, to cover unforeseen circumstances and overruns that may arise with this underground work. Ten percent is \$2,868.61 and added to \$28,686.05 approximately equals \$31,550.00.

Current year's budget has a line item for \$25,000.00 in sanitary contractual services, and we will use \$6,550.00 out of sanitary repair and maintenance services.

Alternatives: to not perform root treatments

Budgetary Impact:

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

Fund: Sanitary Sewer Fund, Contractual Services
Account Number: 501.62.00.100.53999
Amount to Spend: \$25,000.00

Fund: Sanitary Sewer Fund, Repair & Maintenance Services
Account Number: 501.62.00.100.53600
Amount to Spend: \$6,550.00

Additional Reports Attached: Duke's quote, Duke's guarantee and HGAC Coop Contract.

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH DUKE'S ROOT CONTROL, INC. UTILIZING THE HOUSTON-GALVESTON AREA COOPERATIVE CONTRACT IN AN AMOUNT NOT TO EXCEED \$31,550.00 FOR FISCAL YEAR 2017-2018

WHEREAS, the City desires to engage the services of Duke's Root Control, Inc. to provide for root control in the sanitary sewer; and

WHEREAS, the Scope of Work to be provided by Duke's Root Control, Inc. as described in the Agreement is set forth in the attached Exhibit 'A'; and

WHEREAS, this scope of work was competitively bid through the Houston-Galveston Area Cooperative Contact and determined Duke's Root Control, Inc. to be the most competitive bid; and

WHEREAS, the Board of Aldermen find that it is in the best interest of the citizens of the City of Raytown that the City enter into an agreement with Duke's Root Control, Inc. for root control in the sanitary sewer in an amount not to exceed \$28,686.05 for Fiscal Year 2017-2018 for such purposes; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$2,868.61 to fund any changes for a total amount not to exceed \$31,550.00.

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

THAT the Agreement by and between the City of Raytown, Missouri and Duke's Root Control, Inc. for root control in the sanitary sewer in an amount not to exceed \$26,686.05 for Fiscal Year 2017-2018 is hereby authorized and approved; and

FURTHER THAT the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$2,868.61 to fund any changes for a total amount not to exceed \$31,550.00; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents necessary in connection with this Agreement and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 14th day of August 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney



1020 Hiawatha Blvd., West
Syracuse, NY 13204-1131
1-800-44-ROOTS
(315) 472-4781
FAX (315) 475-4203

July 27, 2018

Mr. Tony Mesa
Public Works Superintendent
City of Raytown
10000 East 59Th Street
Raytown, MO 64133

Dear Mr. Mesa:

As per your request, we submit the following quote for Duke's foaming root control service. Please note that these are estimated quantities, and the actual invoice will be determined by field measurements made at the time of application.

Pipe Size	Unit Price	Quantity	Total
6 inch	\$1.45/ft	0 feet	\$0.00
8 inch	\$1.45/ft	18,875 feet	\$27,368.75
10 inch	\$1.60/ft	100 feet	\$160.00
12 inch	\$1.60/ft	430 feet	\$688.00
15 inch	\$1.75/ft	0 feet	\$0.00
18 inch	\$3.61/ft	130 feet	\$469.30
		19,535 feet	\$28,686.05

Prices are computed per linear foot, manhole to manhole and include all Labor, Materials, Equipment, and Mobilization for the chemical treatment of the approximate quantity referenced above. Duke's standard guarantee applies to all sanitary sewers treated, and a \$3,000-minimum charge is required on this project.

If you require any further information, please call 1-800-447-6687. Thank you for your interest in our service.

Sincerely,

Brian Conroy

GUARANTEE

We guarantee to kill all the roots in every sewer we treat and to eliminate the main line stoppages caused by live tree roots.

If live roots are found in a sewer within six months after the application, or if a treated sewer plugs up and floods due to tree roots during the guarantee period (see below), we will **re-treat that section, at our own expense, or remit to the customer 100% of the payment we received to treat that section of sewer.**

The decision of the customer as to the cause of the plug-up is binding.

This guarantee applies only to sewer stoppages caused by live tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. **This guarantee applies to main line sewers only.**

Guarantee Period

Any section of sanitary sewer we treat will not plug up and flood due to tree root obstructions for a period of **two years**. The guarantee period begins on the date of treatment, and ends two years after the date of treatment

Extended Guarantee With Repeat Treatments

Whenever we perform a repeat application to a section of sewer within six months of the expiration of the previous guarantee, the guarantee is extended for an **additional three years**.

Re-treatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee.

Liability

Duke's is an insured, fully licensed pesticide application company, and is certified to apply EPA registered herbicides to sanitary sewers in compliance with Federal and State regulations.

Duke's accepts responsibility for any damage to above-ground vegetation. Duke's is not responsible for damages caused by sewer stoppages.



1020 Hiawatha Blvd., West • Syracuse, NY 13204-1131
(315) 472-4781 • 800-447-6687 • Fax (315) 475-4203

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
DUKE'S ROOT CONTROL, INC.
Syracuse, New York

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Duke's Root Control, Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 1020 Hiawatha Boulevard West, Syracuse, New York 13204.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into a **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** Contract to become effective as of January 1, 2018, and to continue through December 31, 2020 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **SC01-18**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **SC01-18**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However, this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only

effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: **SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: **REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: **MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. **EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.**

ARTICLE 11: **SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: **DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of

such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13:

LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR'S** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:

LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC'S liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR'S** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15:

TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16:

TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17:

CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:

GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19:

PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or

not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *IF APPLICABLE*

CONTRACTOR will, for the duration of this Contract, maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



Jack Steele, Executive Director

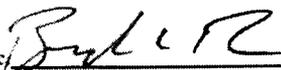
Attest for Houston-Galveston
Area Council, Houston, Texas:



Director

Date: JANUARY 9, 2018

Signed for Duke's Root Control, Inc.
Syracuse, New York:



Printed Name & Title: Braden L. Boyko vice President

Attest for Duke's Root Control, Inc.
Syracuse, New York:



Date: 11/28 2017

Printed Name & Title: Valerie Butler Bookkeeper

Date: 11/28/ 2017

Attachment A
Duke's Root Control, Inc.
Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous
Services
Contract No.: SC01-18

H-GAC PRODUCT ITEM BASE OFFERING PRICES

H-GAC Product Code	Description	Base Offered Price
Duke's Root Control		
I. Miscellaneous Sewer Cleaning Services		
1003	Razeroooter II - Chemical Root Control, 4" thru 9" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$ 1.45
1004	Razeroooter II - Chemical Root Control, 10" thru 12" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$ 1.60
1005	Razeroooter II - Chemical Root Control, 13" thru 16" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$ 1.75
1006	Razeroooter II - Chemical Root Control, 18" thru 22" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$ 3.61
1007	Razeroooter II - Chemical Root Control, 24" thru 30" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$ 5.78
1008	Razeroooter II - Chemical Root Control, 32" thru 36" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$ 5.78
1009	Razeroooter II - Chemical Root Control, 36" thru 48" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$ 5.78

CITY OF RAYTOWN
Request for Board Action

Date: August 8, 2018

Resolution No.: R-3117-18

To: Mayor and Board of Aldermen

From: Chief Jim Lynch, Raytown Police Department

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Acceptance of a Raytown Volunteers in Police Service grant in the amount of \$7,000.00 and amend the Fiscal Year 2017-2018 budget.

Recommendation: Staff recommends accepting the grant.

Analysis: On July 17, 2018 pursuant to Resolution R-3115-18, the Board of Aldermen approved the Raytown Police Department's submission of a grant application to Raytown Volunteers in Police Service for the 2017-2018 Fiscal Year. The purpose of the grant is to support the Raytown Police Department's public education and community support programs. Subject to Board of Aldermen approval, the Raytown Police Department may be reimbursed \$7,000.00 in Fiscal Year 2017-2018. Eligible reimbursable expenses include but are not limited to approved overtime assignments, purchase of any new supplies, materials, equipment and contracting for printing or other services necessary to operate programs such as, Citizen's Police Academy, Safety Fairs, Coffee-With-A-Cop, Community Forums and community requests for public speaking events by members of the Police Department. There is no match required by the City for this grant.

The reimbursement process is the following:

1. The Police Department and Finance Department jointly submit a request for reimbursement to the Board of Directors for Raytown Volunteers in Police Service (RVIPS)
2. The Board of Directors for RVIPS will consider approval of the request from Raytown Police Department.
3. Once the request is approved by RVIPS, RVIPS will notify Truman Heartland Community Foundation* to remit a check payable to the City of Raytown for deposit in Raytown Police Department's grant account.

*Neither Truman Heartland Community Foundation nor Raytown Community Foundation participate in the Raytown Volunteers in Police Service grant evaluation process. Truman Heartland Community Foundation confirms the granting of funds complies with the IRS 501(c) rules and regulations.

At the Board of Aldermen meeting on July 17, 2018, Alderman Mims requested a legal review of the proposed grant. Joe Willerth, City's Legal Counsel, conducted a review of the information provided to the Board of Aldermen and found nothing legally inappropriate with the proposed grant or the use of 501 (c) 3 entity to receive contributions to be granted to cities.

Alternatives: The Board of Aldermen could choose not to accept the grant fund.

Budgetary Impact:

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

Revenue:

Account: 101-72-00-751-43050
Amount: \$7,000.00
Department: Police
Fund: General Fund

Expenses:

Account No.:	101-32-00-100-51112	101-32-00-100-52101	101-32-00-100-53644
Fund:	General Fund	General Fund	General Fund
Department:	Police	Police	Police
Object Code:	Overtime	Office Supplies	Services
Amount:	\$5,600.00	\$1,000.00	\$400.00

Attachments: Raytown Volunteers in Police Service Articles of Incorporation
Raytown Volunteers in Police Service Bylaws

A RESOLUTION AUTHORIZING AND APPROVING THE ACCEPTANCE OF A RAYTOWN VOLUNTEERS IN POLICE SERVICE GRANT IN THE AMOUNT OF \$7,000.00 AND AMENDING THE FISCAL YEAR 2017-2018 BUDGET

WHEREAS, the City of Raytown (the "City") Police applied for and received a grant from the Raytown Volunteers in Police Service in the amount of \$7,000.00; and

WHEREAS, the City desires to accept this grant and amend the Fiscal Year 2017-2018 Budget to reflect the funding; and

WHEREAS, the Board of Aldermen find it is in the best interests of the City to authorize and approve the acceptance of the Raytown Volunteers in Police Service Grant and amend the Fiscal Year 2017-2018 Budget;

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

THAT the acceptance of the Raytown Volunteers in Police Service Grant is hereby approved; and

FURTHER THAT the Fiscal Year 2017-2018 Budget approved by Resolution No. R-3031-17 is hereby amended as follows:

Revenue:

Account: 101-72-00-751-43050
Amount: \$7,000.00
Department: Police
Fund: General Fund

Expenses:

Account No.:	101-32-00-100-51112	101-32-00-100-52101	101-32-00-100-53644
Fund:	General Fund	General Fund	General Fund
Department:	Police	Police	Police
Object Code:	Overtime	Office Supplies	Services
Amount:	\$5,600.00	\$1,000.00	\$400.00

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 14th day of August, 2018.

Michael McDonough, Mayor

ATTEST:

Approved at to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney



Raytown Volunteers in Police Service

A Missouri Non-profit Corporation

ARTICLES OF INCORPORATION

ARTICLE I NAME

1.01 Name

The name of this corporation shall be Raytown Volunteers in Police Service. The business of the corporation may be conducted as Raytown Volunteers in Police Service or Raytown VIPS.

ARTICLE II LOCATION

2.01 Location

The place where the principal office of the Corporation is to be located is within the bounds of the Raytown C-2 School District, doing business at the time of this incorporation as "Raytown Quality Schools" in Jackson County, Missouri

ARTICLE III DURATION

3.01 Duration

The period of duration of the corporation is perpetual.

ARTICLE IV

PURPOSE

4.01 Purpose

Raytown Volunteers in Police Service is a non-profit corporation and shall operate exclusively for educational and charitable purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code. Raytown Volunteers in Police Service exists as a bridge between the Raytown Police Department and the Raytown community to:

- a) provide a public benefit;
- b) foster understanding and promote open communication between the community and police forces;
- c) encourage community involvement in public safety efforts and activities;
- d) provide resources that support, assist and/or enhance safe and just public safety efforts;
- e) promote community education in all subjects related to public safety, law enforcement and emergency preparedness; and
- f) promote education for first responders, police officers, police administrators, emergency managers and other government officials critical to the delivery of safe and just public safety for the entire community.

4.02 Non-Profit

Raytown Volunteers in Police Service is designated as a non-profit corporation.

ARTICLE V

NON-PROFIT NATURE

5.01 Non-profit Nature

Raytown Volunteers in Police Service is organized exclusively for charitable and educational purposes including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. No part of the net earnings of Raytown Volunteers in Police Service shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof.

Notwithstanding any other provision of this document, the corporation shall not carry on any other activities not permitted to be carried on (a) by any organization exempt from federal income tax under section 501 (c) (3) of the Internal Revenue Code, corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Raytown Volunteers in Police Service is not organized and shall not be operated for the private gain of any person. The property of the corporation is irrevocably dedicated to its educational and charitable purposes. No part of the assets, receipts, or net earnings of the corporation shall inure to

the benefit of, or be distributed to any individual. The corporation may, however, pay reasonable compensation for services rendered, and make other payments and distributions consistent with these Articles.

5.02 Personal Liability

No officer or director of this corporation shall be personally liable for the debts or obligations of Raytown Volunteers in Police Service of any nature whatsoever, nor shall any of the property or assets of the officers or directors be subject to the payment of the debts or obligations of this corporation.

5.03 Dissolution

Upon termination or dissolution of the Raytown Volunteers in Police Service, any assets lawfully available for distribution shall be distributed to one (1) or more qualifying organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986 (or described in any corresponding provision of any successor statute) which organization or organizations have a charitable purpose which, at least generally, includes a purpose similar to the terminating or dissolving corporation.

The organization to receive the assets of the Raytown Volunteers in Police Service hereunder shall be selected by the discretion of a majority of the managing body of the Raytown Volunteers in Police Service and if its members cannot so agree, then the recipient organization shall be selected pursuant to a verified petition in equity filed in a court of proper jurisdiction against the Raytown Volunteers in Police Service by one (1) or more of its managing body which verified petition shall contain such statements as reasonably indicate the applicability of this section. The court upon a finding that this section is applicable shall select the qualifying organization or organizations to receive the assets to be distributed, giving preference if practicable to organizations located within Jackson County in the State of Missouri.

In the event that the court shall find that this section is applicable but that there is no qualifying organization known to it which has a charitable purpose, which, at least generally, includes a purpose similar to this corporation, then the court shall direct the distribution of its assets lawfully available for distribution to the Treasurer of the State of Missouri to be added to the general fund.

5.04 Prohibited Distributions

No part of the net earnings or properties of this corporation, on dissolution or otherwise, shall inure to the benefit of, or be distributable to, its members, directors, officers or other private person or individual, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III, Section 3.01.

5.05 Restricted Activities

No substantial part of the corporation's activities shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene (including the publishing or distribution of statements) in any political campaign on behalf of or in opposition to any candidate for public office.

5.06 Prohibited Activities

Notwithstanding any other provision of these Articles, the corporation shall not carry on any activities not permitted to be carried on (I) by a corporation exempt from federal income tax as an organization described by Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (II) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE VI
BOARD OF DIRECTORS

6.01 Governance

The government of the Raytown Volunteers in Police Service shall be within control of its Board of Directors in accordance with the Bylaws as established by the Board of Directors. The number of the Directors shall be fixed by the Bylaws; provided, however, that the number of directors shall not be less than three (3).

6.02 Initial Directors

The initial directors of the corporation shall be:

- Ted Bowman 10000 E. 59th St., Raytown, MO 64133
- Phyllis Goforth 11700 E. 86th St., Raytown, MO 64138
- Todd Hembree 4737 Overton, Kansas City, MO 64133
- Tonya Holmes 11815 E. 59th Terr. Cir., Kansas City, MO 64133
- Terri Lancaster 9020 E. 85th Pl., Raytown, MO 64138
- Mindy McDaniel 5917 Hunter, Raytown, MO 64133
- Mackenzie Pavlicek 9804 E. 67th Terr., Raytown, MO 64133
- Mary Frances Scalisi 8104 Raytown Rd., Raytown, MO 64138
- Kathie Schutte 11622 E. 85th St., Raytown, MO 64138
- Jennifer Singleton 6724 Corrington, Kansas City, MO 64133
- Joe Watts 8003 Evanston, Raytown, MO 64133
- Paul Watts 7912 Maple, Raytown, MO 64138

ARTICLE VII
MEMBERSHIP

7.01 Membership

Raytown Volunteers in Police Service shall have no members. The management of the affairs of the corporation shall be vested in a board of directors, as defined in the corporation's bylaws.

ARTICLE VIII
AMENDMENTS

8.01 Amendments

Any amendment to the Articles of Incorporation may be adopted by approval of two-thirds (2/3) of the board of directors.

ARTICLE IX
ADDRESSES OF THE CORPORATION

9.01 Corporate Address

The address of the corporation is:

Raytown Volunteers in Police Service
10000 E. 59th. St.
Raytown, MO 64133

The mailing address of the corporation is:

Raytown Volunteers in Police Service
P.O. Box 18695
Raytown, MO 64133

ARTICLE X
APPOINTMENT OF REGISTERED AGENT

10.01 Registered Agent

The registered agent of the corporation shall be:

Theodore J. (Ted) Bowman
P.O. Box 18695
Raytown, MO 64133

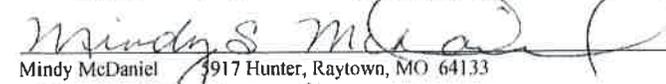
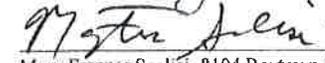
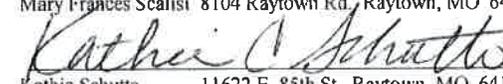
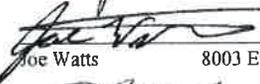
ARTICLE XI
INCORPORATOR

The incorporator of the corporation is:

Theodore J. (Ted) Bowman
10000 E. 59th St.
Raytown, MO 64133

CERTIFICATE OF ADOPTION OF ARTICLES OF INCORPORATION

We, the undersigned, do hereby certify that the above stated Articles of Incorporation of Raytown Volunteers in Police Service were approved by the board of directors on October 11, 2017 and constitute a complete copy of Articles of Incorporation of the Raytown Volunteers in Police Service

- 
Theodore Bowman 10600 E. 59th St., Raytown, MO 64133
- 
Todd Hembree 4737 Overton, Kansas City, MO 64133
- 
Tonya Holmes 11815 E. 59th Terr. Cir., Kansas City, MO 64133
- 
Mindy McDaniel 917 Hunter, Raytown, MO 64133
- 
Mary Frances Scalisi 8104 Raytown Rd., Raytown, MO 64138
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- 
Paul Watts 7912 Maple, Raytown, MO 64138

Mackenzie Pasolich 9804 E 67th Terr, Raytown, MO 64133

**ACKNOWLEDGMENT OF CONSENT
TO APPOINTMENT AS REGISTERED AGENT**

I, Theodore J. Bowman, agree to be the registered agent for Raytown Volunteers in Police Service as appointed herein.


Theodore J. (Ted) Bowman, Registered Agent

Date: 10/11/2017

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

I, Nicole R Growney, a Notary Public in and for Jackson County, Missouri, do hereby certify that on the 16 day of October, 2017 personally appeared before me Theodore J. Bowman, who being by me duly sworn, declared that he is the person who signed the foregoing document as the incorporator, and that the statements contained therein are true.

Nicole R Growney
Notary Public in and for Jackson County, Missouri

My Commission Expires: 3/7/2020



NICOLE R GROWNEY
My Commission Expires
March 7, 2020
Jackson County
Commission #03387225

Seal Notary Public

BYLAWS

OF

RAYTOWN VOLUNTEERS IN POLICE SERVICE

A MISSOURI NON-PROFIT CORPORATION

ADOPTED OCTOBER 15, 2017

PREAMBLE

Raytown Volunteers in Police Service was formed by the community members serving as the Raytown Police Volunteer Corps and certain members of the Raytown Police Department who believed that their association had provided substantial public benefit to the Raytown community and who desired to assure that such benefit would continue. We believe that it is important for the community and its police to communicate and interact together to promote understanding, public safety and just administration of the law. We believe that education of our community and our police is imperative to safe and just law enforcement. We believe that the safety of our community is inextricably tied to the safety and education of all of our first responders. We believe that preparedness and education will serve the collective good in times of emergency or disaster, and that such preparedness and education is the responsibility of all persons. We believe that through direct participation with police services in Raytown, we can improve public safety and maintain an open, supportive relationship with and for our police department.

ARTICLE I

NAME

1.01 Name

The name of this corporation shall be Raytown Volunteers in Police Service. The business of the corporation may be conducted as Raytown Volunteers in Police Service or Raytown VIPS. References hereinafter to the Corporation or the Organization specifically mean the Raytown Volunteers in Police Service.

1.02 Location of Principle Business Office

The principal offices are intended to be located within the corporate city limits of Raytown, Missouri. At no time will such offices be located beyond the boundaries of the Raytown C-2 School District.

1.03 Corporate Seal

The Corporation may use a seal of such design as may be adopted by the Board of Directors.

ARTICLE II

PURPOSES AND POWERS

2.01 Purpose

Raytown Volunteers in Police Service is a non-profit corporation and shall operate exclusively for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 as it now exists or may be amended or corresponding provisions of any subsequent Federal tax laws.

Raytown Volunteers in Police Service exists as a bridge between the Raytown Police Department and the Raytown community to:

- a) foster understanding and promote open communication between the community and police forces;
- b) encourage community involvement in public safety efforts and activities;
- c) provide resources that support, assist and/or enhance safe and just public safety efforts;
- d) promote community education in all subjects related to public safety, law enforcement and emergency preparedness; and
- e) promote education for first responders, police officers, police administrators, emergency managers and other government officials critical to the delivery of safe and just public safety for the entire community.

2.02 Powers

The Corporation shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the charitable purposes, for which the corporation is organized, and to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes. The powers of the corporation may include, but not be limited to, the acceptance of contributions from the public and private sectors, whether financial or in-kind contributions.

2.03 Non-Profit Status and Limitations

- (a) Non-profit Legal Status. It is the intent of the Raytown Volunteers in Police Service to qualify as a Missouri non-profit public benefit corporation, recognized as tax exempt under section 501(c)(3) of the United States Internal Revenue Code. At all times, and notwithstanding merger, consolidation, reorganization, termination or dissolution of the corporation, voluntary or involuntary, or by operation of law or any other provision hereof, the Corporation shall

neither have nor exercise any power, nor shall it engage in any activity, that would prevent it from obtaining or retaining an exemption from Federal income taxation as a corporation described in Section 501(c)(3) of the Internal Revenue Code of 1986 as it now exists or may be amended or corresponding provisions of any subsequent Federal tax laws, or cause it to lose such tax exempt status.

- (b) Exempt Activities Limitation. Notwithstanding any other provision of these Bylaws, no director, officer, employee, member, or representative of this corporation shall take any action or carry on any activity by or on behalf of the corporation not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 as it now exists or may be amended or corresponding provisions of any subsequent Federal tax laws, or by any organization contributions to which are deductible under Section 170(c)(2) of such Code and Regulations as it now exists or may be amended. No part of the net earnings of the corporation shall inure to the benefit or be distributable to any director, officer, member, or other private person, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Articles of Incorporation and these Bylaws.
- (c) Distribution Upon Dissolution. Upon termination or dissolution of the Raytown Volunteers in Police Services, Inc., any assets lawfully available for distribution shall be distributed to one (1) or more qualifying organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986 as it now exists or may be amended or corresponding provisions of any subsequent Federal tax laws, which organization or organizations have a charitable purpose which, at least generally, includes a purpose similar to the terminating or dissolving corporation or has as its focus a public benefit specifically to the community of and around Raytown, Missouri.

The organization to receive the assets of Raytown Volunteers in Police Service Inc., hereunder shall be selected in the discretion of a majority of the managing body of the Corporation, and if its members cannot so agree, then the recipient organization shall be selected pursuant to a verified petition in equity filed in a court of proper jurisdiction against Raytown Volunteers in Police Service Inc., by one (1) or more of its managing body which verified petition shall contain such statements as reasonably indicate the applicability of this section. The court upon a finding that this section is applicable shall select the qualifying organization or organizations to receive the assets to be distributed, giving preference, if practicable, to organizations located within the City of Raytown, Missouri.

In the event that the court shall find that this section is applicable but that there is no qualifying organization known to it which has a charitable purpose, which, at least generally, includes a

purpose similar to Raytown Volunteers in Police Service Inc., then the court shall direct the distribution of its assets lawfully available for distribution to the Treasurer of the State of Missouri to be added to the general fund.

ARTICLE III

MEMBERSHIP

3.01 No Membership Classes

The Corporation shall have no members who have any right to vote or title or interest in or to the Corporation, its properties and franchises.

3.02 Non-Voting Affiliates

The board of directors may approve classes of non-voting affiliates with rights, privileges, and obligations established by the board. Affiliates may be individuals, businesses, and other organizations that seek to support the mission of the corporation. The board, a designated committee of the board, or any duly elected officer in accordance with board policy, shall have authority to admit any individual or organization as an affiliate, to recognize representatives of affiliates, and to make determinations as to affiliates' rights, privileges, and obligations. At no time shall affiliate information be shared with or sold to other organizations or groups without the affiliate's consent. At the discretion of the board of directors, affiliates may be given endorsement, recognition and media coverage at fundraising activities, clinics, other events or at the corporation website. Affiliates have no voting rights, and are not members of the corporation.

3.03 Dues

Any dues for affiliates shall be determined by the board of directors

ARTICLE IV

BOARD OF DIRECTORS

4.01 Composition

The Corporation shall have a board of directors consisting of at least five (5) and no more than fifteen (15) directors. Within these limits, the board may increase or decrease the number of directors serving on the board, including for the purpose of staggering the terms of directors. Unless otherwise defined or specified herein, the term "Board" and "Board of Directors" shall be synonymous within this document.

4.02 Powers

All corporate powers shall be exercised by or under the authority of the board of directors and the affairs of the Raytown Volunteers in Police Service, Inc. shall be managed under that board, except as otherwise provided by law.

4.03 Duties

Every Director shall be supplied a copy of the Articles of Incorporation, a copy of the current Bylaws, a copy of the Conflict of Interest Policy and copies of all other Board policies. Beginning no later than April 01, 2018 every Board member will execute an approved agreement describing the duties, responsibilities, limitations and expectations imposed upon them as a Director of the Corporation.

4.04 Terms of Office

- (a) Except as outlined in part (e) of this section, all directors shall be elected to serve three year terms, however the term may be extended until a successor has been elected.
- (b) Director terms shall be staggered so that not all of directors will end their term in any given year.
- (c) Directors may serve terms in succession.
- (d) The normal term of office shall be considered to begin on April 01 and end on March 31 of the second year in office, unless the term is extended until such time as a successor has been elected.
- (e) The initial board of directors shall be those twelve persons named in the Articles of Incorporation filed with the Missouri Secretary of State. The initial term of the first four directors listed therein shall end March 31, 2018; the initial term of the fifth, sixth, seventh and eighth directors listed therein shall end March 31, 2019; and the initial term of the last four directors listed therein shall end March 31, 2020.

4.05 Qualifications and Election of Directors

In order to be eligible to serve on the Board of Directors of the Raytown Volunteers in Police Service, Inc., the individual must be 18 years of age and agree to execute a signed agreement with the Board acknowledging their duties, responsibilities and limitations, including the Conflict of Interest Policy. Individuals convicted of any felony criminal act in any of the United States of America shall not be eligible to serve as a director of the Corporation. Directors may be elected at any board meeting by the majority vote of the existing board of directors. The election of directors to replace those who have fulfilled their term of office shall take place in March of each year.

4.06 Ex-Officio Members

- (a) City Marshal or Chief of Police. The Board may invite the City Marshal or Chief of Police of the Raytown Police Department to serve on the Board in a non-voting capacity as an Ex-Officio Board Member.
- (b) Advisory Board. The Chairman may, at his or her discretion, appoint no more than four (4) persons to an Advisory Board to serve in a non-voting capacity as Ex-Officio Members of the Board for the purpose of providing advice and assistance to the Board and its officers. Advisory Board appointments shall be subject to Board approval. Advisory Board Members shall acknowledge in writing the purpose and mission of the Corporation, and agree to serve their term in the furtherance of that purpose and mission.

4.07 Vacancies

The board of directors may fill vacancies due to the expiration of a director's term of office, resignation, death, or removal of a director or may appoint new directors to fill a previously unfilled board position, subject to the maximum number of directors under these Bylaws.

- (a) Unexpected Vacancies. Vacancies in the board of directors due to resignation, death, or removal shall be filled by the board for the balance of the term of the director being replaced.

4.08 Removal of Directors

A director may be removed by two-thirds ($\frac{2}{3}$) vote of the remaining board of directors then in office, if:

- (a) the director is absent and unexcused from two or more meetings of the board of directors in a twelve month period. The board chairman is empowered to excuse directors from attendance for a reason deemed adequate by the board chairman. The chairman shall not have the power to excuse him/herself from the board meeting attendance and in that case, the board first vice chairman shall excuse the chairman. Or:
- (b) for cause or no cause, if before any meeting of the board at which a vote on removal will be made the director in question is given electronic or written notification of the board's intention to discuss her/his case and is given the opportunity to be heard at a meeting of the board.

4.09 Board of Directors Meetings

- (a) Regular Meetings. The Board of Directors shall have a minimum of four (4) regular meetings each calendar year at times and places fixed by the Board. Board Meetings shall be held upon no less than four (4) days notice by first-class mail, electronic mail, or facsimile transmission or no less than forty-eight (48) hours notice delivered personally or

by telephone. If sent by mail, facsimile transmission or electronic mail, the notice shall be deemed to be delivered upon its deposit in the mail or transmission system. Notice of meetings shall specify the place, day, and hour of meeting. The purpose of the meeting need not be specified unless otherwise required by these Bylaws.

- (b) Special Meetings. Special meetings of the board may be called by any officer or any two (2) other directors of the Board of Directors. A special meeting must be preceded by at least two (2) days notice to each director of the date, time and place, but not the purpose, of the meeting.
- (c) Waiver of Notice. Any director may waive notice of any meeting, in accordance with Missouri law.

4.10 Manner of Acting

- (a) Quorum. A majority of the directors in office immediately before a meeting shall constitute a quorum for the transaction of business at that meeting of the board. No business shall be considered by the board at any meeting at which a quorum is not present.
- (b) Majority Vote. Except as otherwise required by law, by the articles of incorporation, or these Bylaws, the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board. All votes must be cast by the participating Director themselves. Proxy voting is prohibited.
- (c) Hung Board Decisions. On the occasion that directors of the board are unable to make a decision based on a tied number of votes, the chairman shall have the power to swing the vote based on his/her discretion.
- (d) Participation. Except as required otherwise by law, the Articles of Incorporation, or these Bylaws, directors may participate in a regular, special or emergency meeting through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting, including in person, internet video meeting or by telephonic conference call.

4.11 Informal Action by the Board of Directors

Any action required or permitted to be taken by the board of directors at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, shall be agreed by the consensus of a quorum. For purposes of this section an e-mail transmission from an e-mail address on record constitutes a valid writing. The intent of this provision is to allow the board of directors to use email to approve actions, as long as a quorum of board members gives consent.

4.12 Compensation for Board Service

Directors shall receive no compensation for carrying out their duties as directors. The Board may adopt policies providing for reasonable reimbursement of directors for expenses incurred in conjunction with carrying out board responsibilities.

4.13 Compensation for Professional Services by Directors

Directors are not restricted from being remunerated for professional services provided to the Corporation. Such remunerations shall be reasonable and fair to the Corporation and must be reviewed and approved in accordance with the Conflict of Interest policy and state law.

ARTICLE V

EXECUTIVE OFFICERS

5.01 Composition

The officers of the corporation shall be a board Chairman, First Vice-Chair, Second Vice-Chair, Secretary, and Treasurer, all of whom shall be chosen by, and serve at the pleasure of, the board of directors. Each board officer shall have the authority and shall perform the duties set forth in these Bylaws or by resolution of the board or by direction of an officer authorized by the board to prescribe the duties and authority of other officers. The board may also appoint additional vice-chairmen and such other officers as it deems expedient for the proper conduct of the business of the corporation, each of whom shall have such authority and shall perform such duties, for such a term, as the board of directors may determine.

5.02 Powers and Duties

Except as hereinafter provided, the officers of The Organization shall have such powers and duties as generally pertains to their respective offices, as well as those that from time to time may be conferred the Board of Directors. Each officer is a voting member of the Board of Directors.

At the beginning of every term of office in or after the year 2018, each Officer will execute a signed agreement with the Board of Directors that describes the duties, responsibilities expectations and limitations of the office, stating that they understand and accept those conditions.

- (a) Chairman. The Chairman shall be the chief volunteer officer of the Corporation. The Board Chairman shall lead the board of directors in performing its duties and responsibilities, including, if present, presiding at all meetings of the Board of Directors, and shall perform all other duties incident to the office or properly required by the Board of Directors.

- (b) First Vice Chair. In the absence or disability of the Board Chairman, the First Vice-Chair shall perform the duties of the Board Chairman. When so acting, the First Vice-Chair shall have all the powers of, and be subject to all the restrictions upon, the Board Chairman. The First Vice-Chair shall have such other powers and perform such other duties prescribed for them by the Board of Directors or the Board Chairman. Upon the resignation, removal, death or permanent disability of the Board Chairman, the First Vice-Chair shall serve as the Chairman through the end of that Chairman's term or until the Board selects another replacement.

The First Vice-Chair shall serve as, or appoint with the approval of the Board of Directors, the Chair of the ByLaws Committee, and shall ensure that the Bylaws are reviewed and revised as necessary no less frequently than once during every term of office, reporting on the progress of same at regular board meetings.

The First Vice-Chair shall be responsible to the Board for communications between the Board and any stakeholders, the public, affiliates, volunteers, staff and the police department.

- (c) Second Vice Chair. In the absence or disability of the Board Chairman and the First Vice-Chair, the Second Vice-Chair shall perform the duties of the Board Chairman. When so acting, the Second Vice-Chair shall have all the powers of, and be subject to all the restrictions upon, the Board Chairman. The Second Vice-Chair shall have such other powers and perform such other duties prescribed for them by the Board of Directors or the Board Chairman.

The Second Vice Chair will serve as Chair of the Nominating Committee and be responsible for the interactions between the Board of Directors and those affiliates being considered for selection to the Board of Directors.

The Second Vice-Chair will be responsible to maintain rosters of the affiliates involved in the various projects, services and activities undertaken on behalf of, or in the name of, the Corporation. Such rosters being kept current to include dates of revisions or updates. Such rosters to be included in the report to the board at every regular meeting.

- (d) Secretary. The secretary shall keep, or cause to be kept, a book of minutes of all meetings and actions of directors and committees of directors. The minutes of each meeting shall state the time and place that it was held and such other information as shall be necessary to determine the actions taken and whether the meeting was held in accordance with the law and these Bylaws.

The Secretary is responsible to provide the Board with safe and accessible record keeping and storage in accordance with these Bylaws, the requirements of the law and the policies of the Board of Directors.

The secretary shall cause notice to be given of all meetings of directors and committees as required by the Bylaws. The Secretary shall provide the entire Board with the roster of the Board Directors to include their contact information.

The Secretary shall be responsible for keeping, or causing to be kept, a record of all volunteer hours expended in the furtherance of the Corporations purpose and responsibilities, including time expended by the Board of Directors in executing their duties.

The secretary shall have such other powers and perform such other duties as may be prescribed by the board of directors or the board president. The secretary has the power to produce and adjust policies necessary to carry out these responsibilities. The secretary may appoint, with approval of the board, a director to assist in performance of all or part of the duties of the secretary.

- (e) **Treasurer.** The treasurer shall be the lead director for oversight of the financial condition and affairs of the corporation. The treasurer shall oversee and keep the board informed of the financial condition of the corporation and of audit or financial review results. The treasurer shall be responsible to the board for the filing of all IRS and other government reports and returns, and do so in such a fashion that they are presented to the Board for their review well in advance of the due dates.

The Treasurer shall be a member the Ways and Means Committee; shall oversee budget preparation; and shall ensure that appropriate financial reports, including an account of major transactions and the financial condition of the corporation, are made available to the board of directors on a timely basis or as may be required by the board of directors.

The Treasurer shall cooperate with the Board Secretary to ensure that all reports and records created by their activities are stored in a safe and accessible fashion according to these Bylaws and the policies of the Board of Directors.

The treasurer shall perform all duties properly required by the board of directors or the board president. The treasurer may appoint, with approval of the board, a qualified fiscal agent, a qualified affiliate, another director or other qualified volunteer to assist in performance of all or part of the duties of the treasurer.

5.03 Term of Office

Each officer shall serve a two-year term of office. Each board officer's term of office shall begin upon the adjournment of the board meeting at which elected and shall end upon the adjournment of the board meeting during which a successor is elected.

5.04 Qualifications and Election of Executive Officers

Directors that have cast at least one vote as Director are eligible for election to Executive Offices. Nominations and elections for Executive Officers shall take place in even-numbered years at a regular meeting of the Board of Directors as determined by that Board.

The initial Raytown Police Volunteers in Police Service Executive Officers shall be selected by the Board of Directors named in the Articles of Incorporation with the adoption of these Bylaws. Those Officers' terms shall expire at the conclusion of meeting of the Board of Directors to consider the expiration of the terms of those Directors that expire in March of 2018. The Board of Directors shall, at that same meeting, elect Officers for the first full, two-year term. Newly elected Directors may not be elected to Executive Office unless the Board of Directors extends the term of the previous Executive Officer to April 01 when the newly elected Director takes office.

5.05 Vacancies

The Board of Directors has the authority to fill any vacancies in an Executive Office position for the remaining period of the term that was vacated.

5.06 Removal of Executive Officers

The Board of Directors may remove an Officer at any time with or without cause.

5.07 Resignation of Executive Officers

Any Officer may resign at any time by giving written notice to the Corporation without prejudice to the rights, if any, of the Corporation under any contract to which the Officer is party. Any resignation shall take effect at the date of the receipt of the notice unless otherwise specified in the notice and acceptable to the Board. The Board may reject any date beyond the date of receipt of the resignation at its discretion.

5.08 Non-Director Officers

The Board of Directors may designate additional officer positions of the corporation and may appoint and assign duties to other non-director officers of the Corporation.

ARTICLE VI

COMMITTEES

6.01 Committees Generally

The board of directors may, by the resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Any committee, to the extent provided in the resolution of the board, shall have all the authority of the board, except that no committee, regardless of board resolution, may:

- (a) take any final action on matters which also requires board members' approval or approval of a majority of all members;
- (b) fill vacancies on the board of directors or in any committee which has the authority of the board;
- (c) amend or repeal Bylaws or adopt new Bylaws;
- (d) amend or repeal any resolution of the board of directors which by its express terms is not so amendable or repealable;
- (e) appoint any other committees of the board of directors or the members of these committees;
- (f) expend corporate funds to support a nominee for director; or
- (g) approve any transaction;
 - i. to which the corporation is a party and one or more directors have a material financial interest; or
 - ii. between the corporation and one or more of its directors or between the corporation or any person in which one or more of its directors have a material financial interest.

6.02 Standing Committees

Notwithstanding any other section of this Article, the Corporation shall have the following standing committees:

- (a) **Bylaws.** The First Vice-Chair shall serve as, or appoint with the approval of the Board of Directors, the Chair of the ByLaws Committee. No fewer than two (2) other Directors shall constitute the Bylaws Committee. The Bylaws Committee is responsible to the Board to:
 - i. be familiar with the Articles of Incorporation, Bylaws, Resolutions and policies of the Corporation in order to ensure that the purpose of the Corporation is carried out effectively;
 - ii. review any proposed changes to the Bylaws to ensure that they adhere to the purpose of the Corporation and do not create conflict with the rest of the Bylaws;

- iii. review any policies of the Board to avoid conflict with the purposes of the Corporation, the Bylaws or Articles of Incorporation;
- iv. conduct a complete review of the Bylaws of the Corporation no less than every term of Executive Officers to correct any errors, clarify or eliminate any conflict, clean up any language, formatting or grammar

(b) Nominations. The Nominations Committee is responsible to the Board to seek, identify, recruit and educate potential new Directors who appear best suited to further the purpose of the Raytown Volunteers in Police Service, Inc. They shall supply the names of such candidates to the Board of Directors with their findings, recommendations and a biography or resume of each in advance of any meeting where the existing Board will be considering filling an opening on the Board of Directors.

The Nominating Committee shall ensure that any potential Director candidates meet the eligibility requirements set within these Bylaws. They shall ensure that every candidate for the Board of Directors has direct access to a member of the Nomination Committee for the purpose of answering questions and aiding in the decision by both the candidate and the Board whether or not the proposed directorship is in the best interest of the Corporation.

(c) Ways and Means. The Ways and Means Committee is responsible for:

- i. overseeing fundraising efforts of the Raytown Volunteers in Police Service and
- ii. setting budgeting policy and proposing the operating budgets of the Corporation under the direction of the Treasurer

The Ways and Means Committee shall be made up of at least five Directors, including the Treasurer. The Board Chairman shall appoint, with the approval of the Board of Directors, the Chairman of the Ways and Means Committee.

6.03 Committee Meetings

Meetings and action of the committees shall be governed by, and held and taken in accordance with, the provisions of Article IV of these Bylaws concerning meetings of the directors, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee. Special meetings of the committee may also be called by resolution of the board of directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The board of

directors may adopt rules for the governing of the committee not inconsistent with the provisions of these Bylaws.

ARTICLE VII

CONTRACTS, CHECKS, LOANS, INDEMNIFICATION AND RELATED MATTERS

7.01 Contracts and Other Writings

Except as otherwise provided by resolution of the board or board policy, all contracts, deeds, leases, mortgages, grants, and other agreements of the corporation shall be executed on behalf of the Board of Directors by the treasurer or other persons to whom the corporation has delegated authority to execute such documents in accordance with policies approved by the board.

7.02 Checks, Drafts

All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the board.

7.03 Deposits

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depository as the board or a designated committee of the board may select.

7.04 Loans

No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the board. Such authority may be general or confined to specific instances.

7.05 Indemnification

- (a) Mandatory Indemnification. The corporation shall indemnify a director or former director, who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she is or was a director of the corporation against reasonable expenses incurred by him or her in connection with the proceedings.
- (b) Permissible Indemnification. The corporation shall indemnify a director or former director made a party to a proceeding because he or she is or was a director of the corporation, against liability incurred in the proceeding, if the determination to indemnify him or her

has been made in the manner prescribed by the law and payment has been authorized in the manner prescribed by law.

- (c) Advance for Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the board of directors in the specific case, upon receipt of (I) a written affirmation from the director, officer, employee or agent of his or her good faith belief that he or she is entitled to indemnification as authorized in this article, and (II) an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation in these Bylaws.
- (d) Indemnification of Officers, Agents and Employees. An officer of the corporation who is not a director is entitled to mandatory indemnification under this article to the same extent as a director. The corporation may also indemnify and advance expenses to an employee or agent of the corporation who is not a director, consistent with Missouri Law and public policy, provided that such indemnification, and the scope of such indemnification, is set forth by the general or specific action of the board or by contract.

7.06 Fiscal Year

The fiscal year of the corporation shall be from January 1 to December 31 of each year.

ARTICLE VIII

BOOKS AND RECORDS

8.01 Books and Records in General

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of all meetings of its board of directors, a record of all actions taken by board of directors without a meeting, and a record of all actions taken by committees of the board. In addition, the corporation shall keep a copy of the corporation's Articles of Incorporation and Bylaws as amended to date.

8.02 Document Retention Policy

The purpose of this document retention policy is establishing standards for document integrity, retention, and destruction and to promote the proper treatment of Raytown Volunteers in Police Service Inc. records.

- (a) General Guidelines. Records should not be kept if they are no longer needed for the operation of the business or required by law. Unnecessary records should be eliminated

from the files. The cost of maintaining records is an expense which can grow unreasonably if good housekeeping is not performed. A mass of records also makes it more difficult to find pertinent records.

From time to time, Raytown Volunteers in Police Service Inc., may establish retention or destruction policies or schedules for specific categories of records in order to ensure legal compliance, and also to accomplish other objectives, such as preserving intellectual property and cost management. Several categories of documents that warrant special consideration are identified below. While minimum retention periods are established, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by the application of the general guidelines affecting document retention, as well as the exception for litigation relevant documents and any other pertinent factors.

(b) Exception for Litigation Relevant Documents. Raytown Volunteers in Police Service Inc., expects all officers, directors, and employees to comply fully with any published records retention or destruction policies and schedules, provided that all officers, directors, and employees should note the following general exception to any stated destruction schedule: If you believe, or the Raytown Volunteers in Police Service Inc., informs you, that corporate records are relevant to litigation, or potential litigation (i.e. a dispute that could result in litigation), then you must preserve those records until it is determined that the records are no longer needed. That exception supersedes any previously or subsequently established destruction schedule for those records.

(c) Minimum Retention Periods for Specific Categories

- i. *Corporate Documents.* Corporate records include the corporation's Articles of Incorporation, By-Laws and IRS Form 1023 and Application for Exemption. Corporate records should be retained permanently. IRS regulations require that the Form 1023 be available for public inspection upon request.
- ii. *Tax Records.* Tax records include, but may not be limited to, documents concerning payroll, expenses, proof of contributions made by donors, accounting procedures, and other documents concerning the corporation's revenues. Tax records should be retained for at least seven years from the date of filing the applicable return.
- iii. *Employment Records/Personnel Records.* State and federal statutes require the corporation to keep certain recruitment, employment and personnel information. The corporation should also keep personnel files that reflect performance reviews and any complaints brought against the corporation or individual employees under applicable

state and federal statutes. The corporation should also keep in the employee's personnel file all final memoranda and correspondence reflecting performance reviews and actions taken by or against personnel. Employment applications should be retained for three years. Retirement and pension records should be kept permanently. Other employment and personnel records should be retained for seven years.

- iv. *Board and Board Committee Materials.* Meeting minutes should be retained in perpetuity in the corporation's minute book. A clean copy of all other Board and Board Committee materials should be kept for no less than three years by the corporation.
- v. *Press Releases/Public Filings.* The corporation should retain permanent copies of all press releases and publicly filed documents under the theory that the corporation should have its own copy to test the accuracy of any document a member of the public can theoretically produce against the corporation.
- vi. *Legal Files.* Legal counsel should be consulted to determine the retention period of particular documents, but legal documents should generally be maintained for a period of ten years.
- vii. *Marketing and Sales Documents.* The corporation should keep final copies of marketing and sales documents for the same period of time it keeps other corporate files, generally three years. An exception to the three-year policy may be sales invoices, contracts, leases, licenses, and other legal documentation. These documents should be kept for at least three years beyond the life of the agreement.
- viii. *Development/Intellectual Property and Trade Secrets.* Development documents are often subject to intellectual property protection in their final form (e.g., patents and copyrights). The documents detailing the development process are often also of value to the corporation and are protected as a trade secret where the corporation:
 - a. derives independent economic value from the secrecy of the information; and
 - b. has taken affirmative steps to keep the information confidential.

The corporation should keep all documents designated as containing trade secret information for at least the life of the trade secret.

- ix. *Contracts.* Final, execution copies of all contracts entered into by the corporation should be retained. The corporation should retain copies of the final contracts for at least three years beyond the life of the agreement, and longer in the case of publicly filed contracts.

- x. *Correspondence.* Unless correspondence falls under another category listed elsewhere in this policy, correspondence should generally be saved for two years.
- xi. *Banking and Accounting.* Accounts payable ledgers and schedules should be kept for seven years. Bank reconciliations, bank statements, deposit slips and checks (unless for important payments and purchases) should be kept for three years. Any inventories of products, materials, and supplies and any invoices should be kept for seven years.
- xii. *Insurance.* Expired insurance policies, insurance records, accident reports, claims, etc. should be kept permanently.
- xiii. *Audit Records.* External audit reports should be kept permanently. Internal audit reports should be kept for three years.

(d) Electronic Mail.

E-mail that needs to be saved should be either:

- i. printed in hard copy and kept in the appropriate file; or
- ii. downloaded to a computer file and kept electronically or on disk as a separate file. The retention period depends upon the subject matter of the e-mail, as covered elsewhere in this policy.

ARTICLE IX

TRANSPARENCY AND ACCOUNTABILITY

Disclosure of Financial Information With the General Public

9.01 Purpose

By making full and accurate information about its mission, activities, finances, and governance publicly available, Raytown Volunteers in Police Service, Inc. practices and encourages transparency and accountability to the general public. This policy will:

- (a) indicate which documents and materials produced by the corporation are presumptively open to staff and/or the public
- (b) indicate which documents and materials produced by the corporation are presumptively closed to staff and/or the public
- (c) specify the procedures whereby the open/closed status of documents and materials can be altered.

The details of this policy are as follow:

9.02 Financial and IRS documents (The form 1023 and the form 990)

Raytown Volunteers in Police Service, Inc. shall provide its Internal Revenue forms 990, 990-T, 1023 and 5227, bylaws, conflict of interest policy, and financial statements to the general public for inspection free of charge.

9.03 Means and Conditions of Disclosure

Raytown Volunteers in Police Service, Inc. shall make the aforementioned documents available upon any request.

At the point that the Raytown Volunteers in Police Service, Inc. can begin to operate an internet web site, the aforementioned documents shall be posted thereupon to be viewed and inspected by the general public.

- (a) The documents shall be posted in a format that allows an individual using the Internet to access, download, view and print them in a manner that exactly reproduces the image of the original document filed with the IRS (except information exempt from public disclosure requirements, such as contributor lists).
- (b) The website shall inform readers that the document is available.
- (c) Raytown Volunteers in Police Service, Inc. shall not charge a fee for the information. Documents shall not be posted in a format that would require special computer hardware or software (other than software readily available to the public free of charge).
- (d) Raytown Volunteers in Police Service, Inc. shall inform anyone requesting the information where this information can be found, including the web address. This information must be provided immediately for in-person requests and within 7 days for mailed requests.

9.04 IRS Annual Information Returns (Form 990)

Raytown Volunteers in Police Service, Inc. shall submit the Form 990 to its board of directors prior to the filing of the Form 990. While neither the approval of the Form 990 or a review of the 990 is required under Federal law, the corporation's Form 990 shall be submitted to each member of the board of director's via (hard copy or email) at least 10 days before the Form 990 is filed with the IRS.

9.05 Board Activities

- (a) All board deliberations shall be open to the public except where the board passes a motion to make any specific portion confidential.
- (b) All board minutes shall be open to the public once accepted by the board, except where the board passes a motion to make any specific portion confidential.
- (c) All papers and materials considered by the board shall be open to the public following the meeting at which they are considered, except where the board passes a motion to make any specific paper or material confidential.

11.06 Staff Records

- (a) All staff records shall be available for consultation by the staff member concerned or by their legal representatives.
- (b) No staff records shall be made available to any person outside the corporation except the authorized governmental agencies.
- (c) Within the corporation, staff records shall be made available only to those persons with managerial or personnel responsibilities for that staff member, except that
- (d) Staff records shall be made available to the board when requested.

11.07 Donor Records

- (a) All donor records shall be available for consultation by the members and donors concerned or by their legal representatives.
- (b) No donor records shall be made available to any other person outside the corporation except the authorized governmental agencies.
- (c) Within the corporation, donor records shall be made available only to those persons with managerial or personnel responsibilities for dealing with those donors, except that ;
 - i. Donor records shall be made available to the board when requested.

ARTICLE X

CODES OF ETHICS AND RELATED MATTERS

10.01 Purpose

Raytown Volunteers in Police Service, Inc. requires and encourages Directors, Officers, Affiliates and employees to observe and practice high standards of business and personal ethics in the conduct of their duties and responsibilities. The employees and representatives of the corporation must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. It is the intent of Raytown Volunteers in Police Service, Inc. to adhere to all laws and regulations that apply to the corporation and the underlying purpose of this policy is to support the corporation's goal of legal compliance. The support of all corporate staff is necessary to achieving compliance with various laws and regulations. Dishonesty shall be cause for removal of any Director, Officer, Affiliate, employee or other staff from service with the Corporation.

10.02 Reporting Violations

If any Director, Officer, Affiliate, Employee or other staff member reasonably believes that some policy, practice, activity, Director, Officer, Affiliate, employee, or any other associate of Raytown Volunteers in Police Service, Inc. is in violation of law, a written complaint must be filed by that person with an Officer of the Board of Directors.

10.03 Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of the Code must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false shall be viewed as a serious disciplinary offense.

10.04 Retaliation

Any person reporting or alleging a violation is protected from retaliation only if she/he brings the alleged unlawful activity, policy, or practice to the attention of Raytown Volunteers in Police Service, Inc. in accordance with these Bylaws and provides Raytown Volunteers in Police Service, Inc. with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to individuals that comply with this requirement.

Raytown Volunteers in Police Service, Inc. shall not retaliate against any director, officer, staff or employee who in good faith, has made a protest or raised a complaint against some practice of Raytown Volunteers in Police Service, Inc. or of another individual or entity with whom Raytown Volunteers in Police Service, Inc. has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, or a clear mandate of public policy.

Raytown Volunteers in Police Service, Inc. shall not retaliate against any Director, Officer, staff or employee who disclose or threaten to disclose to a supervisor or a public body, any activity, policy, or practice of Raytown Volunteers in Police Service, Inc. that the individual reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment.

10.05 Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

10.06 Handling of Reported Violations

The Officer receiving the complaint will forward same as soon as practical to the Board Chairman, who shall then notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports shall be promptly investigated by the Board and its appointed committee and appropriate corrective action shall be taken if warranted by the investigation.

This policy shall be made available to all Directors, Officers, Affiliates employees and other staff and they shall have the opportunity to ask questions about the policy.

10.07 Conflict of Interest

The board shall adopt, and periodically review, a conflict of interest policy to protect the corporation's interest when it is contemplating any transaction or arrangement which may benefit any Director, Officer, Affiliate, employee or member of a committee with board-delegated powers. All Directors shall be required to acknowledge that policy in writing.

10.08 Nondiscrimination Policy

The Officers, Directors, committee members, employees, and persons served by this corporation shall be selected entirely on a nondiscriminatory basis with respect to age, sex, race, religion, national origin, and sexual orientation. It is the policy of Raytown Volunteers in Police Service, Inc. not to discriminate on the basis of race, creed, ancestry, marital status, gender, sexual orientation, age, physical disability, veteran's status, political service or affiliation, color, religion, or national origin. Furthermore, harassment of any person on any of these bases shall be cause for removal from the Corporation and/or termination of any association therewith.

ARTICLE XI

AMENDMENT OF THE BYLAWS

11.01 Amending the Bylaws

These Bylaws may be amended, altered, repealed, or restated by a vote of the majority of the board of directors then in office at a meeting of the Board, provided, however,

- (a) that no amendment shall be made to these Bylaws which would cause the corporation to cease to qualify as an exempt corporation under Section 501 (c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future Federal tax code; and,
- (b) that an amendment does not affect the voting rights of directors. An amendment that does affect the voting rights of directors further requires ratification by a two-thirds ($\frac{2}{3}$) vote of a quorum of directors at a Board meeting.
- (c) that all amendments be consistent with the Articles of Incorporation.

ARTICLE XII

AMENDMENT OF THE ARTICLES OF INCORPORATION

12.01 Amending the Articles of Incorporation

Any amendment to the Articles of Incorporation may be adopted by approval of two-thirds (2/3) of the board of directors.

CERTIFICATE OF ADOPTION OF BYLAWS

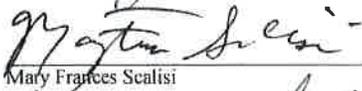
We the undersigned, hereby certify that we act as Directors of the Board of the Raytown Volunteers in Police Service and hereby further certify that the foregoing constitute true, accurate, and complete Bylaws of the Raytown Volunteers in Police Service as approved by us on October 11, 2017.


Theodore Bowman


Todd Hembree

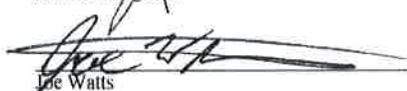

Tonya Holmes


Mindy McDaniel

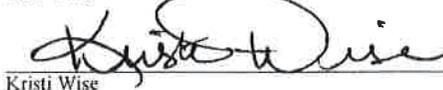

Mary Frances Sealisi


Kathie Schutte


Jennifer Singleton


Joe Watts


Paul Watts


Kristi Wise

CITY OF RAYTOWN
Request for Board Action

Date: August 14, 2018
To: Mayor and Board of Aldermen
From: Dave Turner, Park Director

Resolution No.: R-3119-18

Department Head Approval: _____

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

City Administrator Approval: _____



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

Recommendation: Approve the resolution.

Analysis: On July 16, 2018 the Park Board approved a resolution to request approval of a budget amendment to transfer up to \$35,000 from expense appropriated for fiscal year 2017-18 from Elections to Capital Expenditures Park Improvements.

Parks staff sent an RFP for a security camera system to three businesses listed on the Kansas City Regional Purchasing Cooperative on July 23, 2018. Parks staff recommends accepting the proposal from Kenton Brothers Inc. to purchase and install a video surveillance system for Colman Park not to exceed \$26,877.44, in order to witness and/or prevent crimes happening in Colman Park that are affecting the safety of our citizens and Park users.

Alternatives: Do not approve resolution for security cameras in one of our park problem areas.

Transfer To:

Amount Requested: \$26,877.44
Fund: Parks
Department: Capital Expenditures
Park Improvements
Account No.: 201-92-00-100-57000

Transfer From:

Amount Requested: \$26,877.44
Fund: Parks
Department: Elections
Account No.: 201-92-00-100-53563

Budgetary Impact:

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

Additional Reports Attached: Bid Tab

A RESOLUTION AUTHORIZING AND APPROVING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH KENTON BROTHERS SYSTEMS FOR SECURITY FOR THE PURCHASE AND INSTALLATION OF A VIDEO SURVEILLANCE SYSTEM FOR COLMAN-LIVENGOOD PARK IN AN AMOUNT NOT TO EXCEED \$26,877.44 AND AMENDING THE FISCAL YEAR 2017-2018 BUDGET

WHEREAS, the City of Raytown Parks and Recreation Department solicited sealed bids from qualified firms interested in providing a video surveillance system; and

WHEREAS, the City of Raytown Parks and Recreation Department received two (2) sealed bids in response which were opened on August 9, 2018; and

WHEREAS, the bid submitted by Kenton Brothers Systems for Security was determined to be the lowest and best bidder qualified to provide such services; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve the expenditure of funds with Kenton Brothers Systems for Security in the amount of \$24,434.04; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$2,443.40 to fund any unforeseen changes to the project for a total amount not to exceed \$26,877.44; and

WHEREAS, the Board of Aldermen find it is in the best interests of the City to authorize and approve the expenditure of funds with Kenton Brothers Systems for Security and amend the Fiscal Year 2017-2018 Budget;

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

THAT the Board of Aldermen find it is in the best interest of the City to authorize and approve an agreement with Kenton Brothers Systems for Security for purchase and installation of a video surveillance system for Colman-Livengood Park in the amount of \$24,434.04; and

FURTHER THAT the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$2,443.40 to fund any unforeseen changes to the project for a total project amount not to exceed \$26,877.44 is hereby authorized and approved; and

FURTHER THAT the Fiscal Year 2017-2018 Budget approved by Resolution No. R-3031-17 is hereby amended as follows:

FROM:		TO:
Amount:	\$26,877.44	\$26,877.44
Department:	Parks	Parks
Fund:	Elections	Capital Expenditures-Park Improvements
Account:	201-92-00-100-53563	201-92-00-100-57000

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary and to take any and all actions necessary to effectuate the terms of the agreement and the City Clerk is authorized to attest to the same.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 14th day of August, 2018.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

