

**AMENDED – ADDITION OF A CLOSED SESSION – 610.021(1)**

**TENTATIVE AGENDA**

**RAYTOWN BOARD OF ALDERMEN**

**AUGUST 15, 2017**

REGULAR SESSION No. 9

RAYTOWN CITY HALL

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

RAYTOWN, MISSOURI 64133

**OPENING SESSION**

**7:00 P.M.**

Roll Call

Proclamations/Presentations

- ★ Swearing in of Police Officer Logan Dale

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 August 1, 2017 Board of Aldermen meeting minutes.

**R-3010-17: A RESOLUTION** AUTHORIZING AND APPROVING THE REAPPOINTMENT OF TERRY COPELAND TO THE RAYTOWN PARK BOARD. Point of Contact: Teresa Henry, City Clerk.

**R-3011-17: A RESOLUTION** AUTHORIZING AND APPROVING THE REAPPOINTMENT OF MICHAEL ATTWOOD AS THE WARD 1 REPRESENTATIVE TO THE SPECIAL SALES TAX REVIEW COMMITTEE. Point of Contact: Teresa Henry, City Clerk.

**R-3012-17: A RESOLUTION** AUTHORIZING AND APPROVING THE REAPPOINTMENT OF LISA EMERSON AS THE WARD 3 REPRESENTATIVE TO THE SPECIAL SALES TAX REVIEW COMMITTEE. Point of Contact: Teresa Henry, City Clerk.

**REGULAR AGENDA**

**NEW BUSINESS**

2. Public Hearing: A public hearing to consider an amendment Chapter 50 related to the land use table.

2a. **FIRST READING: Bill No. 6447-17, Section XIII. AN ORDINANCE** AMENDING CHAPTER 50 (ZONING), SECTION 107 (LAND USE TABLE) SECTION 2 OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, BY REPEALING A PORTION OF SECTION 2 OF ORDINANCE NO. 5566-17 AND ADOPTING AND INSERTING THE TABLE ATTACHED AS EXHIBIT "A" IN SECTION 2 AS THE LAND USE TABLE IN THE ZONING ORDINANCE OF THE CITY OF RAYTOWN. Point of Contact: Ray Haydaripoor, Community Development Director.

3. Public Hearing: A public hearing to consider text amendments to Chapter 50 of the Code of Ordinances.
  - 3a. **FIRST READING: Bill No. 6448-17, Section XIII. AN ORDINANCE** AMENDING CHAPTER 50 (ZONING), SECTION 4 (DEFINITIONS) OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN BY REPEALING A PORTION OF SECTION 2 OF ORDINANCE NO. 5571-17 AND ADOPTING AND INSERTING THE DEFINITIONS ATTACHED AS EXHIBIT "A" IN SECTION 2 FOR THE PURPOSE OF UPDATING ZONING DEFINITIONS IN THE ZONING ORDINANCE OF THE CITY OF RAYTOWN. Point of Contact: Ray Haydaripoor, Community Development Director.
4. **R-3013-17: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS TO WATKINS LITHOGRAPHIC, INC. IN AN AMOUNT NOT TO EXCEED \$28,000.00 FOR FISCAL YEAR 2016-2017. Point of Contact: Tom Cole, City Administrator.
5. **R-3014-17: A RESOLUTION** AUTHORIZING AND APPROVING PARTICIPATION BY THE CITY OF RAYTOWN IN A GRANT APPLICATION TO THE MID-AMERICA REGIONAL COUNCIL FOR A SOLID WASTE MANAGEMENT PROGRAM GRANT. Point of Contact: Damon Hodges, Public Works Director.
6. **R-3015-17: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH DH PACE COMPANY, INC., DBA OVERHEAD DOOR COMPANY OF KANSAS CITY UTILIZING THE CITY OF KANSAS CITY, MISSOURI COOPERATIVE CONTRACT TO MAINTAIN THE OVERHEAD DOORS OF THE CITY OF RAYTOWN IN AN AMOUNT NOT TO EXCEED \$16,214.00 FOR FISCAL YEAR 2016-2017. Point of Contact: Damon Hodges, Public Works Director.
7. **R-3016-17: A RESOLUTION** AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GBA FOR INSPECTION SERVICES FOR THE 59TH STREET SIDEWALKS PROJECT IN AN AMOUNT NOT TO EXCEED \$62,399.40 AND AMEND THE FISCAL YEAR 2016-2017 BUDGET. Point of Contact: Damon Hodges, Public Works Director.
8. **R-3017-17: A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH VANCE BROTHERS, INC. FOR THE 2017 GRANITE SEAL PROJECT AND APPROVING AN AMENDMENT TO THE FISCAL YEAR 2016-2017 BUDGET RELATED TO THE FISCAL YEAR 2015-2016 AND 2016-2017 GRANITE SEAL PROJECTS FOR AN AMOUNT NOT TO EXCEED \$507,524.93. Point of Contact: Damon Hodges, Public Works Director.
9. **R-3018-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF TWO STRYKER POWER-LOAD COT FASTENER SYSTEMS FROM STRYKER EMS EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$61,784.62. Point of Contact: Doug Jonesi, Emergency Medical Services Director.
10. **R-3019-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF COMPUTER EQUIPMENT AND SUPPLIES FROM DELL MARKETING, L.P. OFF THE MIDWESTERN HIGHER EDUCATION COMMISSION AGREEMENT IN AN AMOUNT NOT TO EXCEED \$42,950.00 FOR FISCAL YEAR 2016-2017. Point of Contact: Jim Lynch, Police Chief.
11. **R-3020-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF WORKSTATIONS AND EQUIPMENT FROM KNOLL OFF THE U.S. COMMUNITIES COOPERATIVE BID IN AN AMOUNT NOT TO EXCEED \$22,829.72 FOR FISCAL YEAR 2016-2017. Point of Contact: Jim Lynch, Police Chief.

### **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;

### **ADJOURNMENT**

**DRAFT**  
**AMENDED – THE ADDITION OF RESOLUTION R-3008-17**  
**TENTATIVE AGENDA**

**RAYTOWN BOARD OF ALDERMEN**

**AUGUST 1, 2017**

REGULAR SESSION NO. 8  
RAYTOWN CITY HALL  
10000 EAST 59<sup>TH</sup> STREET  
RAYTOWN, MISSOURI 64133

**OPENING SESSION**

**7:00 P.M.**

Mayor Michael McDonough called the August 1, 2017 Board of Aldermen meeting to order at 7:02 p.m. Rev. Pat Jackson of Blue Ridge Presbyterian Church provided the invocation and led the pledge of allegiance.

**Roll Call**

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

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

Absent: Alderman Eric Teeman

**Public Comments**

None

**Communication from the Mayor**

The Mayor attended the following events:

- July 20, an MML Civic Leadership Award was given to Kim LeSage of Raytown Emergency Medical Services. LeSage's family, Tom Cole, Chief Jim Lynch, Alderman Van Buskirk, Alderman Moore, Alderman Meyers, Alderman Mims, Alderman Black and Alderman Myers were in attendance from the City.
- July 21, The Raytown Arts Council production of *Chitty Chitty Bang Bang* and presented the Council with a proclamation for its 20<sup>th</sup> anniversary.
- July 23, Junkyard Jamboree Car Show hosted by Ragin' Rats Car Club, KC and the Raytown Main Street Association

**Communication from the City Administrator**

The response by Public Works, Community Development, the Police Department, and EMS to address recent storm damage and debris has been remarkable. Legal counsel has returned their comments on the personnel policies included on tonight's agenda, and a ¾ majority vote is required to pass agenda items that propose changes to the Personnel Manual. The 59<sup>th</sup> Street Sidewalk Project will be presented to the Board on August 15. An RFP for legal services was issued July 25, 2017. Staff continues to work towards a 2017-2018 budget and departments have completed the first iteration of their respective budgets.

**Committee Reports**

Alderman Black attended the Junkyard Jamboree Car Show on July 23 and dunked Mayor McDonough in the event's dunk tank.

Alderman Van Buskirk and the budget committee met on July 26, and the Police Pension Board met on July 28. He attended and enjoyed the local production of *Chitty Chitty Bang Bang*. He also continues to receive any potential items that could be presented to the State legislature.

## 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 18, 2017 Board of Aldermen meeting minutes.

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

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

Nays: None

Absent: Alderman Teeman

### **REGULAR AGENDA**

## NEW BUSINESS

### 2. **R-3004-17: A RESOLUTION** AMENDING THE FISCAL YEAR 2016-2017 BUDGET RELATED TO CITY-WIDE CLEANUP. Point of Contact: Tom Cole, City Administrator.

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

Tom Cole, City Administrator, explained that this transfer of funds will allow for a 30-day enhancement of the Public Works clean-up voucher program and then remained available for any discussion.

Discussion included that many Aldermen have supported this initiative and they look forward to its positive impact on the community.

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

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

Nays: None

Absent: Alderman Teeman

### 3. **R-3005-17: A RESOLUTION** REPEALING AND REPLACING RESOLUTION R-2985-17 AND AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO SECTION 1–IN GENERAL. Point of Contact: Tom Cole, City Administrator.

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

Tom Cole, City Administrator, remained available for any discussion.

The Board expressed gratitude to City Hall staff for the long hours and hard work put into the review and amendment of the Personnel Manual, especially City Clerk, Teresa Henry.

It was emphasized that legal review ensures that amendments to the Personnel Manual are legally compliant and it remains up to the Board to decide whether or not to approve the amendments.

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, Aziere, Greene, Meyers, Black, Hunt, Van Buskirk, Moore  
Nays: None  
Absent: Alderman Teeman

4. **R-3006-17: A RESOLUTION** REPEALING AND REPLACING RESOLUTION R-2987-17 AND AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO SECTION 3–COMPENSATION AND CLASSIFICATION PLAN PREVIOUSLY CATEGORIZED PROVISIONS APPLICABLE TO UNCLASSIFIED EMPLOYEES. Point of Contact: Tom Cole, City Administrator

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

Tom Cole, City Administrator, remained available for any discussion.

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, Van Buskirk, Hunt, Greene, Moore, Aziere, Black, Meyers  
Nays: None  
Absent: Alderman Teeman

5. **R-3007-17: A RESOLUTION** REPEALING AND REPLACING RESOLUTION R-2988-17 AND AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO SECTION 4–EMPLOYMENT AND BENEFITS PREVIOUSLY CATEGORIZED PROVISIONS APPLICABLE TO CLASSIFIED EMPLOYEES. Point of Contact: Tom Cole, City Administrator

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

Tom Cole, City Administrator, remained available for any discussion.

Discussion included that sick leave is generally granted when an employee notifies their supervisor of the need to use it.

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, Black, Meyers, Greene, Hunt, Van Buskirk, Aziere  
Nays: None  
Absent: Alderman Teeman

6. **Amended R-2989-17: AN AMENDED RESOLUTION** AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED ON DECEMBER 20, 2016 RELATING TO SECTION 5-VIOLENCE IN THE WORKPLACE. Point of Contact: Tom Cole, City Administrator

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

Tom Cole, City Administrator, remained available for any discussion.

Alderman Van Buskirk, seconded by Alderman Greene, made a motion to amend section 5-3 (b). The motion was approved by a vote of 9-0-1.

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

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

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

7. **Amended R-2990-17: AN AMENDED RESOLUTION** AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED ON DECEMBER 20, 2016 RELATING TO SECTION 6-SUBSTANCE ABUSE. Point of Contact: Tom Cole, City Administrator

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

Tom Cole, City Administrator, remained available for any discussion.

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, Moore, Greene, Van Buskirk, Black, Aziere, Meyers  
Nays: None  
Absent: Alderman Teeman

8. ~~**R-2991-17: A RESOLUTION**~~ AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED ON DECEMBER 20, 2016 RELATING TO SECTION 7-SUBSTANCE ABUSE. Point of Contact: Tom Cole, City Administrator

★ Due to reorganization of the Personnel Manual this Resolution is no longer needed.

9. **Amended R-2992-17: AN AMENDED RESOLUTION** AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO THE ON-CALL POLICY. Point of Contact: Tom Cole, City Administrator

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

Tom Cole, City Administrator, remained available for any discussion.

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

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

10. **Amended R-2993-17: AN AMENDED RESOLUTION** AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO AN ON-CALL POLICY-POLICE DEPARTMENT. Point of Contact: Tom Cole, City Administrator

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

Tom Cole, City Administrator, remained available for any discussion.

Alderman Van Buskirk, seconded by Alderman Mims, made a motion to permanently table the resolution. The motion was approved by a vote of 9-0-1.

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

11. **Amended R-2994-17: AN AMENDED RESOLUTION AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO THE TAKE HOME CITY OWNED VEHICLES POLICY.** Point of Contact: Tom Cole, City Administrator

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

Tom Cole, City Administrator, remained available for any discussion.

Discussion examined the application of this policy on law enforcement and other City department vehicle use as well as with the personal use of City vehicles for on-call personnel. More time will be needed to review the resolution's attached documents.

Alderman Greene, seconded by Alderman Van Buskirk, made a motion to amend the policy statement to keep "will" in the language regarding the installation of GPS tracking devices, and keep the policy title as "Take-home". The motion was approved by a vote of 9-0-1.

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

Alderman Meyers, seconded by Alderman Mims, made a motion to table R-2994-17 to a date certain of September 5, 2017. The motion was approved by a vote of 9-0-1.

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

12. **Amended R-2995-17: AN AMENDED RESOLUTION AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED ON DECEMBER 20, 2016 RELATING TO THE TIME CLOCK POLICY.** Point of Contact: Tom Cole, City Administrator

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

Tom Cole, City Administrator, remained available for any discussion.

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

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

13. **Amended R-2996-17: AN AMENDED RESOLUTION AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO THE TUITION REIMBURSEMENT POLICY.** Point of Contact: Tom Cole, City Administrator

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

Tom Cole, City Administrator, remained available for any discussion.

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

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

Nays: None

Absent: Alderman Teeman

14. **R-3008-17: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH CDW FOR THE PURCHASE OF COMPUTER EQUIPMENT IN THE AMOUNT OF \$11,087.64 AND AMEND THE FISCAL YEAR 2016-2017 BUDGET FOR A TOTAL AMOUNT NOT TO EXCEED \$25,106.00. Point of Contact: Jim Lynch, Police Chief

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

Tom Cole, City Administrator, remained available for any discussion.

Alderman Myers, seconded by Alderman Mims, made a motion to amend the funding to be 100% from the Public Safety Sales Tax.

### **Recess**

After a 10-minute recess, Mayor McDonough called the meeting to order at 8:52 p.m.

Further discussion clarified that an amended resolution was produced to reflect the budget transfer of funds from the Public Safety Sales Tax to increase the capital expenditure line item and a new resolution of R-3009-17 was added amending the purchase.

Alderman Myers withdrew his motion to amend the funding to be 100% from the Public Safety Sales Tax.

Alderman Myers, seconded by Alderman Mims, made a motion to amend the agenda adding R-3009-17 as item 15. The motion was approved by a vote of 9-0-1.

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

Nays: None

Absent: Alderman Teeman

- 14a. **AMENDED R-3008-17: A RESOLUTION** AMENDING THE FISCAL YEAR 2016-2017 BUDGET RELATED TO THE PURCHASE OF BODY WORN CAMERAS.

Alderman Black, seconded by Alderman Mims, made a motion to adopt R-3008-17. The motion was approved by a vote of 9-0-1.

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

Nays: None

Absent: Alderman Teeman

15. **R-3009-17 A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH CDW FOR THE PURCHASE OF COMPUTER EQUIPMENT IN THE AMOUNT OF \$11,087.64 FOR A TOTAL AMOUNT NOT TO EXCEED \$25,106.00 FOR FISCAL YEAR 2016-2017. Point of Contact: Jim Lynch, Police Chief

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



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

## **ADJOURNMENT**

Alderman Myers, made a motion to adjourn. The motion was approved by a majority of those present.

The meeting adjourned at 9:04 p.m.

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Teresa M. Henry, MRCC  
City Clerk

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

**Date:** August 7, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Teresa Henry, City Clerk

**Resolution No.:** R-3010-17

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

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



**Action Requested:** The reappointment of Terry Copeland to the Raytown Park Board.

**Recommendation:** Approve the reappointment.

**Analysis:** The Raytown Park Board was established pursuant to Ordinance 109, which provides for the appointment of nine (9) Park Board Directors appointed by the Mayor with the approval of the Board of Aldermen. The term of the members is for three (3) years and the terms are supposed to be staggered to provide consistent and experienced leadership.

Mr. Copeland's term will end on June 1, 2020.

**Alternatives:** Reject the reappointment.

**Attachment(s):** Application

**A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF TERRY COPELAND 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**, Terry Copeland was originally appointed by the City to the Raytown Park Board on February 14, 2012 with a term expiring June 1, 2014 and the Mayor desires to reappoint Terry Copeland to a 3-year term on the Raytown Park Board with a term expiring June 1, 2020 or until a successor is duly appointed; and

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

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

**THAT** Terry Copeland, 10308 E. 81<sup>st</sup> Street, Raytown, Missouri is hereby appointed as a member of the Raytown Park Board to a 3-year term expiring June 1, 2020, 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 15<sup>th</sup> day of August, 2017.

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

ATTEST:

Approved as to Form:

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

\_\_\_\_\_  
George E. Kapke, City Attorney



City of Raytown

Boards and Commissions Application

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

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

Date: May 17, 2017

Name: Copeland David "Terry"  
Last First Middle

Address: 10308 E. 81st Raytown MO 64138  
Street City Zip Code

Contact Information:

Phone: Day 356-7945 Evening same (816) Cell 820-7847 Fax same E-Mail Address terry-copeland@skcglobal.net

I want to serve on the Park Board/Commission

Because: I have had a long term interest in the maintenance and improvement of Raytown parks

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

Five plus years serving on the Park Board has provided me significant experience with our park system. This experience combined with 30 years working with local, state, and K-12 Ed will be beneficial in serving the public on the Park Bd.

Education: Lee's Summit Lee's Summit, MO 1964  
High School City/State Date

Univ of Missouri KC BBA 1974  
Trade/College/University Degree Date

Post Graduate: \_\_\_\_\_  
College/University Degree Date

**Employment (Maximum 10 years):**

Current: retired  
 Employer Address Position

Past: Oracle Corp  
 Employer Address Position Dates

Past: Unisys Corp  
 Employer Address Position Dates

**Community Involvement:**

Organization	Leadership Position(s)	Membership Date(s)
1. Raytown Parks Citizen Strategic Plan Comm	Chair	2000 ?
2. Friends of Raytown Parks	Founder/Chair	2002-2012 ?
3. Raytown Park Bd	member Prog Comm Chair	2012-2017
4. Raytown Park Bd	President	2016-2017
5. Arts & Music Festival Comm.	member/Volunteer	2012-2017

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

NO

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

No

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

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

**Date: August 7, 2017**

**Resolution No. R-3011-17**

**To: Mayor and Board of Aldermen**

**From: Teresa Henry, City Clerk**

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

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

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**Action Requested:** Appointment of Special Sales Tax Review Committee member to represent Ward 1.

**Recommendation:** None.

**Analysis:** The Special Sales Tax Review Committee was originally established in 2002 to provide guidance and oversight on how money from the Transportation Sales Tax, Capital Improvement Sales Tax and Public Safety Sales Taxes approved by the voters is spent. In doing so, the Committee is required to meet at least once each quarter to monitor the plan.

The Committee is comprised of one citizen member from each of the five Wards selected by mutual agreement of the Aldermen elected to represent the Ward and the appointment of two additional citizen members by the Mayor. If the two Aldermen representing that Ward cannot agree on a citizen member, then each of the two Aldermen nominate a citizen member and the Board of Aldermen select the committee member by majority vote.

There is currently a vacancy on the Committee from Ward 1 and the Aldermen from Ward 1 have reached a consensus and recommend Michael Attwood be appointed to fill the vacant position.

To be qualified for appointment a citizen must meet the following criteria:

1. current resident
2. at least 21 years of age
3. citizen of US
4. resident of the City for at least one year prior to appointment.

**Alternatives:** Reject the reappointment.

**Attachment(s):** Application

**A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF MICHAEL ATTWOOD AS THE WARD 1 REPRESENTATIVE TO THE SPECIAL SALES TAX REVIEW COMMITTEE**

**WHEREAS**, Resolution 1312-02 provides for appointment of a Special Sales Tax Review Committee; and

**WHEREAS**, such Special Sales Tax Review Committee is comprised of one citizen from each of the five Wards appointed by the Aldermen who represent that Ward and two citizens appointed at-large by the Mayor; and

**WHEREAS**, in the event the Aldermen representing the Ward are unable to agree on an individual to appoint to the Committee, each Alderman nominates a representative to serve on the Committee and the representative for the Ward is selected by a vote of the Board of Aldermen; and

**WHEREAS**, the current term of Special Sales Tax Review Committee member Michael Attwood representing Ward 1 has expired and the Alderman from Ward 1 recommend the reappointment of Michael Attwood to be the Ward 1 representative to the Special Sales Tax Review Committee.

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

**THAT** Michael Attwood, 9366 E. 69<sup>th</sup> Street, Raytown, MO is hereby reappointed as the Ward 1 member of the Special Sales Tax Review Committee, to a five-year term ending November 1, 2021, or until a successor is duly appointed;

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

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 15<sup>th</sup> day of August, 2017.

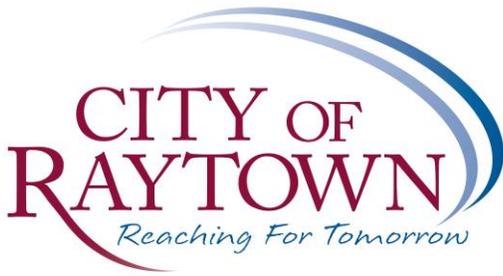
\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

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

Approved as to Form:

\_\_\_\_\_  
George E. Kapke, City Attorney



City of Raytown
Boards and Commissions Application

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

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

Date: 8/8/2017

Name: Attwood Michael E
Last First Middle

Address: 9366 E 69th ST Raytown MO 64133
Street City Zip Code

Contact Information:

816-304-6356 raypapamike@gmail.com
Phone: Day Evening Cell Fax E-Mail Address

I want to serve on the STOC Board/Commission

Because: Want to be more active in community. Retired and have time to help.

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

Common sense and time

Education: Shawnee Mission North Overland Park, KS 1966-1969
High School City/State Date

Mid-America Nazarene University (non-grad) 1969-1971
Trade/College/University Degree Date

Post Graduate: College/University Degree Date



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

**Date:** August 7, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Teresa Henry, City Clerk

**Resolution No. R-3012-17**

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

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

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**Action Requested:** Appointment of Special Sales Tax Review Committee member to represent Ward 3.

**Recommendation:** None.

**Analysis:** The Special Sales Tax Review Committee was originally established in 2002 to provide guidance and oversight on how money from the Transportation Sales Tax, Capital Improvement Sales Tax and Public Safety Sales Taxes approved by the voters is spent. In doing so, the Committee is required to meet at least once each quarter to monitor the plan.

The Committee is comprised of one citizen member from each of the five Wards selected by mutual agreement of the Aldermen elected to represent the Ward and the appointment of two additional citizen members by the Mayor. If the two Aldermen representing that Ward cannot agree on a citizen member, then each of the two Aldermen nominate a citizen member and the Board of Aldermen select the committee member by majority vote.

There is currently a vacancy on the Committee from Ward 3 and the Aldermen from Ward 3 have reached a consensus and recommend Lisa Emerson be appointed to fill the vacant position.

To be qualified for appointment a citizen must meet the following criteria:

1. current resident
2. at least 21 years of age
3. citizen of US
4. resident of the City for at least one year prior to appointment.

**Alternatives:** Reject the reappointment.

**Attachment(s):** Application

**A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF LISA EMERSON AS THE WARD 3 REPRESENTATIVE TO THE SPECIAL SALES TAX REVIEW COMMITTEE**

**WHEREAS**, Resolution 1312-02 provides for appointment of a Special Sales Tax Review Committee; and

**WHEREAS**, such Special Sales Tax Review Committee is comprised of one citizen from each of the five Wards appointed by the Aldermen who represent that Ward and two citizens appointed at-large by the Mayor; and

**WHEREAS**, in the event the Aldermen representing the Ward are unable to agree on an individual to appoint to the Committee, each Alderman nominates a representative to serve on the Committee and the representative for the Ward is selected by a vote of the Board of Aldermen; and

**WHEREAS**, the current term of Special Sales Tax Review Committee member Lisa Emerson representing Ward 3 has expired and the Alderman from Ward 3 recommend the reappointment of Lisa Emerson to be the Ward 3 representative to the Special Sales Tax Review Committee.

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

**THAT** Lisa Emerson, 10902 E. 57<sup>th</sup> Terrace, Raytown, MO is hereby reappointed as the Ward 3 member of the Special Sales Tax Review Committee, to a five-year term ending November 1, 2021, or until a successor is duly appointed;

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

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 15<sup>th</sup> day of August, 2017.

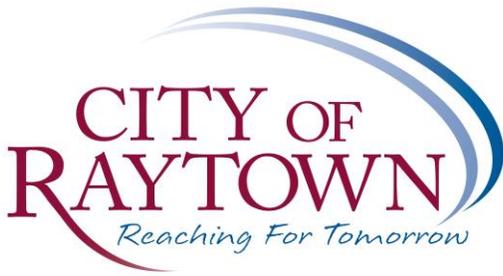
\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

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

Approved as to Form:

\_\_\_\_\_  
George E. Kapke, City Attorney



City of Raytown
Boards and Commissions Application

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

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

Date: 8/7/2017

Name: Emerson Lisa J
Last First Middle

Address: 10920 E 57th Ter Raytown MO 64133
Street City Zip Code

Contact Information:

Phone: Day (816) 737-5050 Evening Cell Fax Lisa4raytown@gmail.com E-Mail Address

I want to serve on the Special Tax Oversight Board/Commission

Because: I believe I would do a responsible job

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

Being precise and thorough to take into account all issues in order to bring the people the greatest benefit

Education: RSHS grad in '99
High School City/State Date

Trade/College/University Degree Date

Post Graduate: MU (& U of Arizona) BA grad in '03
College/University Degree Date

**Employment (Maximum 10 years):**

Current: Royals One Royal Way Royals Charities  
Employer Address Position

Past: \_\_\_\_\_  
Employer Address Position Dates

Past: \_\_\_\_\_  
Employer Address Position Dates

**Community Involvement:**

	<b>Organization</b>	<b>Leadership Position(s)</b>	<b>Membership Date(s)</b>
1.	<u>Raytown Charter Committee</u>	<u>Secretary</u>	<u>'14-'15</u>
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

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

No

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

I can attend meetings if they are held after 5:30 pm

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

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

**Date:** August 10, 2017

**Bill No.** 6447-17

**To:** Mayor and Board of Aldermen

**Section No.:** XIII

**From:** Ray Haydaripoor, Community Development Director

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

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

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

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**Action Requested:** Approval of ordinance amending Chapter 50, Article XI, Section 50-107 of the Code of Ordinances of the City of Raytown.

**Recommendation:** The Planning & Zoning Commission, by a vote of 6 in favor and 0 against, recommends approval of the ordinance amending Chapter 50, Article XI, Section 50-107 of the Code of Ordinances of the City of Raytown.

**Analysis:** The Community Development staff has done a comprehensive review of Chapter 50 (Zoning) of the Code of Ordinances of the City of Raytown, and has made a number of recommended changes to the use table in Section 50-107. It has been known for some time that there were existing errors in the use table, as well as some conflicting information between the use table and the zoning district requirements. As such, staff has put together changes to the Land Use Table to accurately reflect what is required in each zoning district, as well as to better capture the spirit and intent of the zoning ordinance.

**Alternatives:** Alternatives to the recommendation of the Planning & Zoning Commission would be to either deny the text amendment application or refer the application back to the Planning & Zoning Commission for revisions and/or further review.

**Budgetary Impact:** This application does not require the City to provide any funding.

**Additional Reports Attached:**

- Staff Report for July 13, 2017 Planning & Zoning Commission meeting.
- Minutes of the July 13, 2017 Planning & Zoning Commission meeting.

## STAFF REPORT

**TO:** The City of Raytown Planning and Zoning Commission  
**FROM:** Ray Haydaripoor, Director of Community Development  
**DATE:** July 13, 2017  
**Subject:** Agenda Item No. 5.A: Text Amendment to Chapter 50 of Code of Ordinances of the City of Raytown for the purpose of updating the Land Use Table.

This is essentially the same item the Planning Commission heard in December 2016. When the City Clerk was preparing the ordinance for codification, it was discovered that the original land use table was different than the land use table presented for the proposed amendment. Therefore, the solution is to hold a new public hearing, repeal the previously adopted ordinance approved last December and adopt a new ordinance. This will clear up the matter.

The Community Development and Public Affairs staff did a comprehensive review of Chapter 50 (Zoning) of the Code of Ordinances for the City of Raytown, and made a number of recommended changes to the Land Use Table in Section 50-107. It has been known for some time that there were existing errors in the land use table, as well as some conflicting information between the land use table and the zoning district requirements. As such, staff put together changes to the land use table to accurately reflect what is required in each zoning district, as well as to better capture the spirit and intent of the zoning ordinance. The recommended update to the land use table is attached to this staff report.

The letters **C** and **P** indicate proposed new designations on the Table and the letters and areas lined **(--)** out in red are proposed deletions.

### **Staff Recommendation:**

It is the recommendation of staff that the Planning and Zoning Commission recommend approval of the text amendment to the Board of Aldermen as outlined in this Staff report and accompanying Land Use Table as set out in Section 50-107.

**CITY OF RAYTOWN  
PLANNING AND ZONING COMMISSION MEETING  
MINUTES**

**July 13, 2017  
6:00 pm**

**Raytown City Hall  
Board of Aldermen Chambers  
10000 East 59<sup>th</sup> Street  
Raytown, Missouri 64133**

**1. Welcome by Chairperson**

Mr. Wilson welcomed everyone to the July 13, 2017 PZA Meeting

**2. Call meeting to order and Roll Call**

Mr. Wilson called and did the roll call. Present: Lightfoot, Meyers, Robinson, Wilson, Emerson, Dwight.

**3. Approval of Minutes: None**

**4. Old Business. – None**

**5. New Business**

**A. Case No. PZ-2017-007**

**Text Amendment to Chapter 50-04 of Code of Ordinances of the City of Raytown for the purpose of updating the Land Use Table**

- i. Introduction of Application by Chair  
Mr. Wilson introduced PZ-2017-007
- ii. Open Public Hearing.  
Mr. Wilson opened the public hearing
- iii. Enter Additional Relevant City Exhibits into the Record:
  - a. Publication of Notice of Public Hearing in Daily Record Newspaper.
  - b. City of Raytown Zoning Ordinance, as amended
- iii. Board Discussion  
Ms. Emerson mad a correction to the Text Amendment stated it should be 50-107 correction noted.  
Mr. Lightfoot asked staff if the table was the same.  
Mr. Williamson stated yes except for Draft Breweries.
- iv. Close Public Hearing  
Mr. Wilson closed the Public Hearing.
- vi. Board Decision to Approve, Conditionally Approve or Deny the Application.

a. Motion

Ms. Emerson made a motion to approve the tables.

b. Second

Mr. Meyers seconded the motion.

c. Additional Board Discussion

d. Vote

Meyers, Lightfoot Dwight, Emerson, Robinson, Wilson Meyers all voted Yes

**MOTION PASSES 6-0**

**B. Case No. PZ-2017-008 Text Amendment to Section 50-4 Definitions or Code of Ordinances of the City of Raytown.**

i. Introduction of Application by Chair

Mr. Wilson introduced PZ-2017-008

ii. Open Public Hearing

Mr. Wilson opened the Public hearing

iii. Enter Additional Relevant City Exhibits into the Record:

a. Publication of Notice of Public Hearing in Daily Record Newspaper.

b. City of Raytown Zoning Ordinance, as amended

iii. Board Discussion

Ms. Emerson had some corrections to the language in the Code of Ordinances they will be fixed.

iv. Close Public Hearing

Mr. Wilson closed the Public Hearing.

v. Board Decision to Approve, Conditionally Approve or Deny the Application.

a. Motion

Mr. Robison made a motion to approve with corrections.

b. Second

Ms. Emerson seconded the motion

c. Additional Board Discussion - None

d. Vote

Vote was taken: Meyers, Dwight, Emerson, Lightfoot, Robinson, Wilson all voted yes.

**Motion Passes 6-0**

**6. Other Business- None**

**7. Set Future Meeting Dates –August 3, 2017 at 7:00 P.M.**

**8. Adjourn**

**AN ORDINANCE AMENDING CHAPTER 50 (ZONING), SECTION 107 (LAND USE TABLE) SECTION 2 OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, BY REPEALING A PORTION OF SECTION 2 OF ORDINANCE NO. 5566-17 AND ADOPTING AND INSERTING THE TABLE ATTACHED AS EXHIBIT "A" IN SECTION 2 AS THE LAND USE TABLE IN THE ZONING ORDINANCE OF THE CITY OF RAYTOWN**

**WHEREAS**, application PZ-2017-007, submitted by the City of Raytown, proposes to amend Section 50-107 of the City of Raytown Zoning Ordinance relating to the Land Use Table; and

**WHEREAS**, after due public notice in the manner prescribed by law, the Planning and Zoning Commission held a public hearing on July 13, 2017 and by a vote of 6 in favor and 0 against recommended approval of the amendment to Section 50-107 of the City of Raytown Zoning Ordinance; and

**WHEREAS**, after due public notice in the manner prescribed by law, the Board of Aldermen held public hearings on August 15, 2017, and September 5, 2017 and rendered a decision to approve the amendment to Section 50-107 of the City of Raytown Zoning Ordinance;

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

**SECTION 1 – APPROVAL OF AMENDMENTS.** That Section 50-107, commonly known as "Land Use Table" is hereby repealed and replaced as amended in Section 2.

**SECTION 2 – AMENDMENTS.** The following land use table is hereby amended to read as follows as set forth in Exhibit "A".

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

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

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

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED** and **APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this \_\_\_\_ day of September, 2017.

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

ATTEST:

Approved as to Form

\_\_\_\_\_  
Teresa Henry, City Clerk

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

EXHIBIT A

USES	ZONING DISTRICTS															Conditions
	Residential Districts				Nonresidential Districts							Overlay Districts				
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	AE	
Accessory uses	P	P	P	P	P	P	P		P		P	P			P	(6), (11)
Adult Book Store												P			P	(15)
Adult Day Care	C	C	C		P				P			P			P	(12)
Adult Entertainment Establishment												P			P	(15)
Adult Mini-Motion Picture Theater												P			P	(15)
Adult Motion Picture Theater												P			P	(15)
Agriculture	P	P	P	P	P	P	P	P	P	P	P	P				
Airports and aviation fields including helicopter pads.							C									(11)
Amusement Parks					C		C									
Animal Care, General							P		P							(13)
Animal Care, Limited							P		P			P				(13)
Arenas					C		C									
Art Galleries	<del>P</del>	<del>P</del>	<del>P</del>		P	P			P			P				(5)
Assembly Rooms					C		C									
Athletic Fields					C		C									
Auction Facilities					C		C									

EXHIBIT A

USES	ZONING DISTRICTS															Conditions
	Residential Districts				Nonresidential Districts							Overlay Districts				
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	AE	
Auditorium or Stadium							P		P			P				(13)
Auditoriums																
Bakery, Retail					P	P			P							(10), (11)
Bed and breakfast homes with or without a related tearoom	C	C	C													
Boat Sales					<del>C</del>	C	C									
Camps								P	P			P				
Car Wash					C	C	C					P				(13)
Cemeteries, crematories and mausoleums	C	C	C	C	C	C	C	C								
Churches, chapels, mosques, synagogues, temples and other places of religious assembly	P	P	P	P	P	P	P		P			P			P	(3), (10), (11)
College or University							P		P			P				(13)

EXHIBIT A

USES	ZONING DISTRICTS															Conditions
	Residential Districts				Nonresidential Districts							Overlay Districts				
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	AE	
Commercial and retail uses that are not permitted by district regulations	<del>C</del>	<del>C</del>	<del>C</del>	<del>C</del>	C	C	C	C								
Communications towers	C	C	C	C	C	C	C	C	C							(16)
Condominium dwelling containing more than two household condominium dwellings			C									P	P			(17)
Construction Sales and Service							P		P			P				(13)
Convenience Stores					P	P	P		P			P				(13)
Craft Brewery					C	P	P									
Cultural Service							P		P			P				(13)
Dance halls, discotheques, and night clubs		<del>C</del>	<del>C</del>		C	C										
Day care center					P				P			P			<del>P</del>	(12)

EXHIBIT A

USES	ZONING DISTRICTS															Conditions
	Residential Districts				Nonresidential Districts							Overlay Districts				
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	AE	
Dormitories and fraternity or sorority houses		C	C													
Drive-In Theater						P			P			P				(11)
Drive-through restaurants				<del>C</del>	P	<del>C</del> P										
Dwelling, Large group living	C	C	P		P				P			P				(9)
Dwelling, Small group living	P	P	P						P		P	P				(2)
Exhibit hall					C		C									
Financial institutions				<del>C</del>	P	<del>C</del> P										
Food/Bakery Product Manufacturing							P		P			P				
Fortune Tellers, palm readers, psychics, tarot card readers and similar uses				<del>C</del>		C										
Foster homes	P	P	P						P			P				
Fraternal club, service club, private club and/or tavern	C	C	C	C	C	C	C	C								
Golf course	P	P	P				P		P			P			P	(4), (13)

EXHIBIT A

USES	ZONING DISTRICTS															Conditions
	Residential Districts				Nonresidential Districts							Overlay Districts				
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	AE	
Golf-driving, commercial or illuminated				<del>C</del>		C										
Government Uses, including but not limited to police station, fire station, emergency medical services	C	C	C	C	P	C	P		P			P			P	(13)
Group day care home					P				P			P			P	(12)
<b>Group Home</b>	<b>C</b>	<b>C</b>	<b>C</b>													
Health Club					<b>P</b>	<b>P</b>	P		P			P				(13)
Home occupations	P	P	P						P		P	P				(7)
Hospital						P	P		P			P			P	(11), (13)
Hotel or motel						P	P		P			P			P	(11), (13)
Junk yards or salvage yards						<del>C</del>	<b>C</b>									(18)
Kennels				<del>C</del>		C	<b>C</b>									(19)
Laundry						P			P			P			P	(11)
Laundry Service							P		P			P				(13)
Manufactured home without a permanent foundation				P					P			P				(13)

EXHIBIT A

USES	ZONING DISTRICTS															Conditions
	Residential Districts				Nonresidential Districts							Overlay Districts				
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	AE	
Manufacturing and Assembly							P		P			P				(13)
Mobile Homes				P					P			P				
<b>Modular Home</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>												
Mortuaries					P	P			P			P			P	(11)
Motorcycle sales and service						P			P			P			P	(11)
Multi-household buildings			P						P			P	P			
Multi-household dwellings (i.e., communes)	C	C	C	C	C	C	C									
Museums	<del>P</del> -C	<del>P</del> -C	<del>P</del> -C		<b>P</b>				P			P				
Nursery or Garden Center						P			P			P			P	(11)
Offices					P	P			P			P			P	(11)
Outdoor Gun Clubs						C										
Outdoor Storage Uses				<del>C</del>		C	<b>C</b>									
Parking Lot, Commercial							P		P			P				(13)
Parks and Recreation- Public	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>			P	P	P			P				(13)

EXHIBIT A

USES	ZONING DISTRICTS															Conditions	
	Residential Districts				Nonresidential Districts							Overlay Districts					
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	AE		
Penal, reformatory or other correctional uses				<del>C</del>		C											
Pharmacy					P	P			P			P				P	(11)
Pitch and putt or miniature golf courses	<del>P</del>	<del>P</del>	<del>P</del>		C	C			P			P					
Pre-schools, nursery schools, children's day care or facilities of five persons but not more than ten persons	C	C	C														
Printing and Publishing					P	P	P		P			P					(13)
Private swimming pools	P	P	P						P			P					(6)
Public and private resource recycling centers not involving any hazardous or toxic waste				<del>C</del>		C	C										

EXHIBIT A

USES	ZONING DISTRICTS															Conditions
	Residential Districts				Nonresidential Districts							Overlay Districts				
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	AE	
Public and private sanitary landfills not involving any hazardous or toxic waste material						<del>C</del>										
Private entertainment and recreation center						<del>P</del>	<del>P</del>		<del>P</del>			<del>P</del>			<del>P</del>	(11), (13)
Race Tracks					<del>C</del>		C									
Recreation and Entertainment, Indoor					P	P	P		P			P				(13)
Repair Service					P		P		P			P				(13)
Research Service							P		P			P				(13)
Residential care facility	C	C	P		P				P			P			P	(9)
Residential or outpatient facilities for the treatment of alcohol or drug abuse	C	C	C	C	C	C	C	C								
Restaurants					P	P			P			P			P	(11)
Retail store or shop					P	P			P			P			P	(11)

EXHIBIT A

USES	ZONING DISTRICTS															Conditions
	Residential Districts				Nonresidential Districts							Overlay Districts				
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	AE	
Riding stable (private)					C		C									(20)
Riding stable and academy (public)					C		C									(21)
Schools, private or parochial and non-profit	C	C	C	C	C	C	C	C								
Service stations				<del>C</del>	C	C										
Single-household dwellings	P	P	P						P		P	P				(1)
Studio, Television or Film							P		P			P				(14)
Swimming pools, public or commercial				<del>C</del>	C											
Tattoo parlors and body-piercing businesses				<del>C</del>	C	C										
Temporary Uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(22)
Transit Facility							P		P			P				(14)
Two-household condominium dwellings		P	P						P			P				(9), (15)

EXHIBIT A

USES	ZONING DISTRICTS															Conditions
	Residential Districts				Nonresidential Districts							Overlay Districts				
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	AE	
Two-household dwellings		P	P						P			P				(9), (15)
Utility, Minor							P		P			P				(14)
Vehicle and Equipment Rental				<del>C</del>	C	C	C									
Vehicle and Equipment Sales				<del>C</del>	<del>C</del>	C	C									
Vehicle Repair, General						C	P									
Vehicle Repair, Limited						C	P		P			P				(14)
Vehicle/Equipment Storage Yard						C	C									
Veterinary and small animal hospitals with outdoor containment				<del>C</del>		C	P									
Vocational School							P		P			P				(14)
Warehousing and Wholesale							P		P			P				(14)
Water towers	C	C	C	C	C	C	C	C								

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

**Date:** August 10, 2017

**Bill No.** 6448-17

**To:** Mayor and Board of Aldermen

**Section No.:** XIII

**From:** Ray Haydaripoor, Community Development Director

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

**Finance Director Approval:** \_\_\_\_\_

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

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**Action Requested:** Conduct a public hearing to consider a text amendment to Section 50-4 of the Code of Ordinances of the City of Raytown.

**Recommendation:** The Planning & Zoning Commission, by a vote of 6 in favor and 0 against, is recommending approval of the application.

**Analysis:** As part of an ongoing review by city staff of the zoning ordinance (Chapter 50) of the Code of Ordinances of the City of Raytown, staff has revised the definitions section of the ordinance in order for it to more closely match the land use table, zoning districts and overlays, and for the general purposes of greater clarity and understanding. All proposed changes are edits and corrections to existing definitions, as seen in the attached Staff Report from the July 13<sup>th</sup> Planning and Zoning Commission meeting.

**Alternatives:** Alternatives to the recommendation of the Planning & Zoning Commission would be to:

1. Deny the text amendment application; or
2. Refer the application back to the Planning & Zoning Commission for revisions and/or further review.

**Budgetary Impact:** This application does not require the city to provide any funding.

**Additional Reports Attached:**

- Staff Report for July 13, 2017 Planning & Zoning Commission meeting.
- Minutes of the July 13, 2017 Planning & Zoning Commission meeting.

## STAFF REPORT

**TO: The City of Raytown Planning and Zoning Commission**  
**FROM: Ray Haydaripoor, Director of Community Development**  
**DATE: July 13, 2017**  
**Subject: Agenda Item No. 5.B: Public Hearing to consider text amendments to the City of Raytown Zoning Ordinance, Chapter 50, Article I, Section 50-4.**

As part of an ongoing review by city staff of the zoning ordinance (Chapter 50) of the Code of Ordinances of the City of Raytown, staff has revised the definitions section of the ordinance in order for it to more closely match the land use table, zoning districts and overlays, and for the general purposes of greater clarity and understanding. The recently adopted Floodplain Overlay District contains all the necessary definitions and therefore, all references to floodplain have been deleted to remove conflicts. Outside of the *group homes* definition, which was added by staff, no new definitions have been added to the ordinance. All proposed changes are edits and corrections to existing definitions. The sections have been revised to read as follows, with red text indicating the proposed changes to the ordinance. Items that have been ~~crossed out in red text~~ indicate items that have been removed:

The planning commission considered this item in December of 2016 and since it parallels the Land Use Table, the previous ordinance needs to be repealed and a new one adopted.

### **Sec. 50-4. - Definitions.**

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

~~100-year flood. See Base flood.~~

*Access* means the right to cross between public and private property, allowing pedestrians and vehicles to enter and leave property.

*Accessory building* means a detached building that is customarily incident to or subordinate to the main building located on the same tract or incidental or subordinate to the use of the land on which it is located.

*Accessory use* means the use of a building **or land** that is customarily incidental **al** to and located on the same lot or premises as the main use of the premises. A building housing an accessory use is considered an integral part of the main building when it has any part of a wall in common with the main building or is under an extension of the main roof and designed as an integral part of the main building.

~~*Actuarial or risk premium rates* means those rates established by the director of development and public affairs pursuant to individual community studies and investigations that are undertaken to provide flood insurance in accordance within section 1307 of the National Flood Disaster Protection Act of 1973 and the accepted actuarial principles. Risk premium rates include provisions for operating costs and allowances.~~

*Adult day care center* means a facility for adults having some or all of the characteristics of homes for the elderly, whether operated for profit or not, which through its operation provides one or more personal services for four or more persons not related by blood or marriage to the owner or operator, for a period of less than 24 hours. Personal services are in addition to housing and food service and include, but are not limited to, personal assistance with bathing, dressing, housekeeping, supervision, eating, supervision of self-administered medication and assistance in securing health care from appropriate sources.

*Adult entertainment* use definitions:

*Adult* means a person who has attained the age of at least 18 years.

*Adult bookstore* means an establishment having as a substantial or significant portion of its stock in trade books, magazines or other periodicals that are distinguished or characterized by their emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas as defined in this section, or an establishment or section devoted to the sale or display of such material.

*Adult entertainment establishment* means an establishment having as a substantial or significant portion of its business the offering of entertainment, stocks in trade of materials, scenes or other presentations characterized by emphasis on depiction or description of specified sexual activities or specified anatomical areas as defined in this section. An establishment that has more than two percent of its stock in trade of video recordings consisting of video recordings depicting specified sexual activities or specified anatomical areas shall be considered to be an adult entertainment establishment.

*Adult mini-motion picture theater* means an enclosed building with a capacity of less than 50 persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas as defined in this section, for observation by patrons therein.

*Adult motion picture theater* means an enclosed building with a capacity of 50 or more persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas as defined in this section, for observation by patrons therein.

*Specified sexual activities* means:

- (1) Human genitals in a state of sexual stimulation or arousal;
- (2) Acts of human masturbation, sexual intercourse or sodomy; and
- (3) Fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

*Specified anatomical areas* means:

- (1) Less than completely and opaquely covered human genitals and pubic regions, buttock, and female breast below a point immediately above the top of the areola; and
- (2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

*Agricultural processing* means the initial processing of crop-based agricultural products that is reasonably required to take place in close proximity to the site where such products are produced. Typical uses include grain mills.

*Agricultural sales and service* means an establishment primarily engaged in the sale or rental of farm tools and implements, feed and grain, tack, animal care products and farm supplies. This definition excludes the sale of large implements, such as tractors and combines, but includes food sales and farm machinery repair services that are accessory to the principal use.

*Agriculture* means the planting, cultivating, harvesting and storage of grains, hay or plants commonly grown in the county. The storage of crops, grains, feeds or other products shall be limited to those raised on or to be consumed on the premises.

*Agriculture, general*, means the use of land for the production of livestock, dairy products, poultry or poultry products.

*Agriculture, limited*, means the use of land for the production of **nursery stock**, row crops, field crops, tree crops or timber.

*Airport or airstrip* means any public or privately owned or operated ground facility designed to accommodate landing and take off operations of aircraft, including all taxiways, aircraft storage and tie-down areas, hangars and other necessary buildings and open spaces.

*Alley* means a dedicated public right-of-way that provides a secondary means of access to and from streets and lots.

*Alteration* means any addition, removal, extension or change in the location of any exterior wall of a main building or accessory building.

*Animal care, general*, means a use providing animal care, veterinary services or boarding. See *Animal care, limited*, and *Kennel*.

*Animal care, limited*, means a use providing animal care, boarding and veterinary services for household pets, with no outside animal runs. See *Animal care, general*, and *Kennel*.

*Animal hospital or clinic* means an establishment where animals are admitted principally for examination, treatment, board or care by a doctor of veterinary medicine. This includes kennels that are totally enclosed within the establishment and that have no outdoor facilities.

*Apartment* means a room or suite of rooms within a multi-household dwelling arranged, intended or designed for a place of residence of a single household or group of individuals living together as a single housekeeping unit.

*Appeal* means a request for a review of the community development **and public affairs** director's interpretation of any provision of this chapter or, in the case of flood protection, a request for a variance.

*Area, building*, means the total area taken on a horizontal plane at the largest floor level of the main or principal building and all accessory buildings on the same lot exclusive of uncovered porches, terraces, steps, awnings, marquees and non-permanent canopies and planters.

*Area, floor, habitable*, means the sum of the horizontal areas of all rooms in a building used for habitation, such as living room, dining room, kitchen, bedroom, bathroom or closet, but not including hallways, stairways, service rooms or utility rooms, unheated rooms such as enclosed porches or rooms without at least one window or skylight opening onto a yard or court, measured between the interior faces of walls.

*Area, floor or gross floor*, means the sum of the gross horizontal areas of the several stories of a building excluding cellar and basement floor areas not devoted to residential use, but including the area of walled-in and roofed porches and terraces. All dimensions shall be measured between exterior faces of walls.

~~*Area of shallow flooding* means a designated AO or AH zone on a community's flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.~~

~~*Area of special flood hazard* means the land in the flood plain within a community subject to one percent or greater chance of flooding in any given year.~~

*Asphalt or concrete plant* means an establishment engaged in the manufacture, mixing, batching or recycling of asphalt, asphaltic cement, and cement or concrete products.

*Auditorium* or *stadium* means an open, partially enclosed or fully enclosed facility used or intended to be used primarily for spectator sports, entertainment events, expositions and other public gatherings. Typical uses include convention and exhibition halls, sports arenas and amphitheaters.

*Automated teller machine (ATM)* means a mechanized consumer banking device operated by a financial institution for the convenience of its customers, whether outside or in an access-controlled facility. An ATM located within a building shall be considered accessory to the principal use unless the ATM is likely to be an independent traffic generator.

*Bank* or *financial institution* means establishments engaged in deposit banking. Typical uses include commercial banks, savings institutions and credit unions. Banks and financial institutions also include automated teller machines.

*Bar* or *tavern* means an establishment in which the primary function, **meaning over 50% of the revue, is comprised of** the sale and serving of alcoholic and cereal malt beverages for consumption on the premises, including establishments commonly known as cocktail lounges and nightclubs.

~~*Base flood* means a flood having a one percent chance of being equaled or exceeded in any given year.~~

*Basement* means any area of the building having its floor subgrade (below ground level) on all sides.

*Basic industry* means an establishment engaged in the basic processing and manufacturing of materials or products predominately from extracted or raw materials. Typical uses include distilleries, pulp processing and paper products manufacturing; glass manufacturing; brick manufacturing; steel works; tanneries; acid manufacturing; cement, lime, gypsum, or plaster ~~or of~~ Paris manufacturing; fertilizer or chemical manufacturing; and petroleum refineries.

*Bed and breakfast home or inn* means a dwelling where for compensation one or more rooms are available for lodging and breakfast served to lodgers only. When conducted as a home occupation, such facilities are designated as "home." When designated as an "inn," such facilities may be operated as a home occupation or as a business enterprise. When specifically permitted, tea rooms for a limited number of customers may be operated in conjunction with bed and breakfast inns.

*Boardinghouse* or *lodginghouse* means a building, other than a hotel, occupied as a single housekeeping unit, where lodging or meals are provided for three or more persons for compensation, pursuant to previous arrangements, but not for the public or transients.

*Breezeway* means a pedestrian connection between two buildings, having a permanent roof and floor, and having no sidewalls, except that screen wire or lattice having at least 50 percent open area may be attached in the form of sidewalls.

*Buildable width* means the width of that part of a lot not included within the open spaces herein required.

*Building* means a structure having a roof supported by columns or walls whether or not completely enclosed. When separated by common walls without openings, it shall be deemed a separate building. When divided by other than common or contiguous walls, each portion or section of such building shall be regarded as a separate building, except that two buildings connected by a breezeway having a continuous roof shall be deemed as one building.

*Building, attached,* means a building having at least one wall or more in common with another building.

*Building, detached,* means a building having no walls in common with another building.

*Building height* means the vertical measurement from grade to a point midway between the highest and lowest points of the roof.

*Bulk regulations* means the height, area, yard and parking regulations associated with permitted uses in zoning districts.

*Business and professional office* means the office of a dentist, doctor, attorney, real estate agent, insurance agent, architect, engineer or other similar professional person and any office used primarily for accounting, correspondence, research, editing or administration, but not including rooms for the overnight care of patients.

*Campground* means any parcel of ground that provides space for transient occupancy and is used or intended to be used for the parking of one or more camping trailers or similar recreational vehicles or tents. The term "campground" does not include sales lots on which unoccupied camping trailers, whether new or used, are parked for the purpose of storage, inspection or sale.

*Camping trailer* means any vehicular portable dwelling unit designed especially for short-term occupancy such as: travel trailers, tent trailers, truck or auto-mounted camping units, converted buses and trucks, and all other similar units whether self-propelled, pulled or hauled, and designed primarily for highway travel without the necessity of a special permit.

*Carwash* means an establishment primarily engaged in cleaning or detailing motor vehicles, whether self-service, automatic or by hand.

*Cemetery* means land used or intended to be used for burial or cremation of the dead, whether human or animal, including a mausoleum or columbarium.

*Child foster care facility* means any private residence licensed by the division of family services or department of mental health to provide foster care to one or more but less than seven children who are unrelated to either foster parent by blood, marriage or adoption.

*Child nursery* means a building where five or more children under six years old, other than members of the household occupying such building, are served and taken care of for compensation.

*College or university* means an institution of higher education offering undergraduate or graduate degrees.

*Common open space* means a parcel of land or an area of water, or combination of both land and water, and designed and intended for the use and enjoyment of the residents of the development. Common open space does not include streets, alleys, parks, off-street parking or loading area, publicly-owned open space or other facilities dedicated by the developer for public use. ~~Common open space must be substantially free of structures.~~

*Communications tower* means a guyed, monopole or self-supporting tower, constructed as a freestanding structure or in association with a building, other permanent structure or equipment, containing one or more antennas intended for transmitting or receiving television, AM/FM radio, digital, microwave, cellular, telephone or similar forms of electronic communication.

*Compost facility* means a facility that is designed and used for transforming food, yard wastes and other organic material into soil or fertilizer by biological decomposition.

*Conditional use* means a use of any building, structure or parcel of land deemed by the planning commission that, by its nature, is perceived to require special care and attention in siting so as to assure compatibility with surrounding properties and uses. Conditional uses may have special conditions and safeguards attached to assure that the public interest is served **and are subject to approval as set out in Article V. Conditional Uses.**

*Construction sales and service* means an establishment engaged in the retail or wholesale sale of materials used in the construction of buildings or other structures, and the outdoor storage of construction equipment of materials on lots other than construction sites. Typical uses include lumberyards, home improvement centers, lawn and garden supply stores, electrical, plumbing, air conditioning, and heating supply stores, swimming pool sales, construction contractors' storage yards and construction equipment rental establishments.

*Contingency plans* means detailed plans for control, containment, recovery and clean up of hazardous materials released during floods, fires, equipment failures, leaks and spills.

*Convenience store* means a **small retail** establishment **that is open long hours, typically sells staple groceries, snacks, and beverages, and may be** primarily engaged in the retail sale of gasoline or other motor fuels **subject to the approval of a conditional use**, along with accessory activities such as the sale of lubricants, accessories **and** supplies, ~~or food~~ but shall not include the lubrication of motor vehicles, and the adjustment or repair of motor vehicles.

*Correctional facility* means a facility providing housing and care for individuals confined for violations of law.

*Court* means an open space, bounded on three or more sides by exterior buildings, walls or by exterior walls of a building and lot lines upon which walls or fences are allowable.

*Cultural service* means a facility providing cultural and educational services to the public. Typical uses include museums, art museums, observatories, planetariums, botanical gardens, arboretums, zoos, and aquariums.

*Curb level* means the mean level of the curb in front of the lot, or in the case of a corner lot, along that abutting street where the mean curb level is the highest.

~~*Day care* means an establishment that provides care, protection and supervision for individuals on a regular basis away from their primary residence for less than 24 hours per day. The term includes kindergartens, nursery schools and other similar programs regardless of auspices.~~

~~*Day care, commercial center* means a day care establishment that provides care, protection and supervision for ~~11~~ **twenty (20)** or more **individuals** children at any one time, ~~in~~ **excluding** those under the ~~supervision or~~ custody of the day care provider, **in a location other than the provider's permanent residence and licensed by the state of Missouri.**~~

~~*Day care, general group home*, means ~~a day care center~~ an establishment that provides care, protection and supervision for ~~seven to ten~~ **eleven (11) to twenty (20)** **individuals** children at any one time, ~~in~~ **excluding** those under the ~~supervision or~~ custody of the day care provider, **in a location other than the provider's permanent residence and licensed by the State of Missouri**~~

~~*Day care, limited family home*, means a day care center that provides care, protection and supervision for ~~not more than ten~~ **six or fewer** **individuals** children at any one time, ~~not~~ **including** those ~~related to~~ ~~under the supervision or custody of~~ the day care provider, **and licensed by the State of Missouri for five (5) or more children.**~~

*Developer* means the owner, or any other person, firm or corporation authorized by the owner, undertaking proceedings under the provisions of these regulations for the purpose of rezoning or seeking a conditional use on land.

*Development* means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, levee, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

*Drive-in establishment* means an enterprise that accommodates the patrons' automobiles and from which the occupants of the automobiles may make purchases, transact business or view motion pictures or other entertainment.

*Dwelling* means any building or portion thereof that is designed and used exclusively for residential purposes.

*Dwelling, multihousehold*, means a building designed for or occupied exclusively by three or more households living independently of each other.

*Dwelling, single-household*, a detached dwelling, designed for or occupied by one single household, containing one dwelling unit. For the purposes of these zoning regulations, foster homes and small group living shall be considered single-household dwellings.

*Dwelling two-household*, means a building designed for or occupied by two households living independently of each other in separate dwelling units.

*Dwelling unit* means one or more rooms constituting all or part of a dwelling that are used exclusively as living quarters for one household and not more than two roomers or boarders, and that contain a stove, sink and other kitchen facilities.

~~*Elevated building*, for flood insurance purposes, means a nonbasement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.~~

~~*Existing construction*, for the purposes of determining flood insurance rates, means structures for which the start of construction commenced before the effective date of the flood insurance rate map (FIRM) or before January 1, 1975, for FIRMs effective before that date. The term "existing construction" may also be referred to as "existing structures."~~

*Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

*Facility* means something built, installed or established for a particular purpose.

*Fast food restaurant* means any business establishment whose principal business is providing for the preparation or sale of prepared foods, frozen desserts, or beverages for either carry out/delivery or for consumption on the premises where either:

- (1) Foods, frozen desserts or beverages are usually served in edible containers or in paper, plastic or other disposable containers, and where customers are not served their food, frozen desserts or beverages by a restaurant employee at the same table or counter where the items are consumed; or
- (2) The establishment includes a drive-up or drive-through service facility or offers curbside service.

*Financial institution* means an establishment primarily or as an accessory use engaged in the provision of financial and banking services. Typical institutions include banks, independent automatic teller machines (ATM) not located on the property of a financial institution, savings and loan institutions, credit unions, loan and lending services, pawn shops and loan brokers as defined in RSMo ch. 367.

~~Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:~~

~~(1)~~

~~The overflow of inland or tidal waters.~~

~~(2)~~

~~The unusual and rapid accumulation or runoff of surface waters from any source.~~

~~Flood insurance rate map (FIRM) means an official map of a community, issued by the federal flood insurance administrator, where the boundaries of the flood areas having special flood hazards have been designated as (unnumbered or numbered) A zones.~~

~~Flood insurance study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.~~

~~Floodproofing means any combination of structural and nonstructural additions, changes or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.~~

~~Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.~~

~~Floodway fringe means the area of the floodplain, outside of the floodway, that on the average is likely to be flooded once every 100 years (i.e., that has a one percent chance of flood occurrence in any one year).~~

*Floor area ratio* means the ratio of the floor area of a building to its lot area. For example, when a floor area ratio of four-tenths is specified, the floor area of a building constructed on a lot of 10,000 square feet in area is limited to a maximum of 4,000 square feet. The number of stories being optional, the building area may be 4,000 square feet for one story, 2,000 square feet for each of two stories, and so forth. The purpose of this ratio is to control the bulk of buildings.

*Food/bakery product manufacturing* means a use engaged the manufacture of food and food products, including non-retail bakeries, canning facilities and creameries.

*Foster home* means a single-household dwelling that is the private residence of one or more household members providing 24-hour care to one or more but less than seven children who are unattended by parent or guardian and who are unrelated to either foster parent by blood, marriage, or adoption.

~~Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. The term "freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings and the hydrological effect of urbanization of the watershed.~~

*Freight terminal* means a building or area in which freight brought by truck, rail or air is processed for continued shipment by truck, rail or air.

~~Garage, auto repair, means any building or premise used for the storage, care or repair of motor vehicles which is operated for commercial purposes.~~

*Garage, carport,* means a partial enclosure attached to a dwelling or other building for storage only of motor vehicles.

*Garage, storage,* means a building or portion thereof, except those defined as a private, public or community garage, providing storage for motor vehicles, with facilities for washing but no other services.

*Gas and fuel sales/storage* means the use of a site for bulk storage and distribution and sales of flammable liquid, gas or solid fuel, excluding belowground storage that is clearly ancillary to an allowed principal use on the site.

*Golf course* means a facility providing private or public golf recreation services and support facilities. This definition shall exclude miniature golf courses and golf driving ranges except those that are clearly accessory uses. See *Recreation and entertainment, outdoor*.

*Government service* means buildings or facilities owned or operated by a government entity and providing services for the public, excluding utilities and park and recreation services. Typical uses include administrative offices of government agencies and utility billing offices.

*Group home* means a residential facility serving nine (9) or fewer residents and not more than two of whom are staff residents, similar in appearance to a single-family dwelling and providing basic health supervision, rehabilitation training, community integration or social support. Group homes are specifically licensed by the State of Missouri or otherwise permitted by law.

*Group living, large*, means any dwelling occupied by more than ten unrelated persons that cannot be defined as a household.

*Group living, small*, means any dwelling occupied by at least four but no more than ten unrelated persons that cannot be defined as a household.

*Guest house* means living quarters within a detached accessory building located on the same lot with the main building for use by temporary guests of the occupants of the premises, such quarters having no kitchen facilities and not rented or otherwise used as a separate dwelling.

*Hazardous material* means a material that is defined in one or more of the following categories:

- (1) Ignitable: A gas, liquid or solid that may cause fires through friction, absorption of moisture or that has low flash points. Examples: white phosphorous and gasoline.
- (2) Carcinogenic: A gas, liquid or solid that is normally considered to be cancer causing or mutagenic. Examples: PCBs in some waste oils.
- (3) Explosive: A reactive gas, liquid or solid that will vigorously and energetically react uncontrollably if exposed to heat, shock, pressure or combinations thereof. Examples: dynamite, organic peroxides and ammonium nitrate.
- (4) Highly toxic: A gas, liquid or solid so dangerous as to afford an unusual hazard to life. Examples: parathion and chlorine gas.
- (5) Moderately toxic: A gas, liquid or solid that through repeated exposure or in a single large dose can be hazardous. Example: atrazine.
- (6) Corrosive: Any material, whether acid or alkaline, that will cause severe damage to human tissue, or in case of leakage might damage or destroy other containers of hazardous materials and cause the release of their contents. Examples: battery acid and phosphoric acid.

*Hazardous operation* means activities that present the potential for serious hazards to human life and health. Typical uses include arsenals, atomic reactors, explosives and fireworks manufacture, hazardous waste disposal, medical waste disposal and radioactive waste handling.

*Health club* means a facility where members or nonmembers use equipment or space for the purpose of physical exercise.

*Heliport* or *helipad* means an area, either on the ground or on a building, used as a landing pad for helicopters to pick up or discharge passengers or cargo.

*Highest adjacent grade* means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

*Historic structure* means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the United States Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district.
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs that have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  - a. By an approved state program as determined by the Secretary of the Interior; or
  - b. Directly by the Secretary of the Interior in states without approved programs.

*Home occupation* means any occupation or business activity conducted for financial gain that results in a product or service and is conducted in whole or in part in the dwelling unit, and is clearly subordinate to the residential use of the dwelling unit.

*Hospital* means:

- (1) An institution that offers service more intensive than those required for room, board, personal services and general nursing care;
- (2) An institution that offers facilities and beds for use beyond 24 hours by individuals requiring diagnosis, treatment, or care for illness, injury, deformity, infirmity, abnormality, disease, or pregnancy;
- (3) An institution that regularly makes available at least clinical laboratory services, diagnostic X-ray services, and treatment facilities for surgery or obstetrical care, or other definitive medical treatment of similar extent. Hospitals may include offices for medical and dental personnel, central service facilities such as pharmacies, medical laboratories and other related uses; and
- (4) A place devoted primarily to the maintenance and operation of facilities for the diagnosis, treatment or care for not less than 24 consecutive hours in any week of three or more non-related individuals suffering from illness, disease, injury, deformity or other abnormal physical conditions; or a place devoted primarily to provide for not less than 24 consecutive hours in any week medical or nursing care for three or more non-related individuals.

The term "hospital" does not include a dwelling used for group living, large or small, or residential care facilities.

*Hotel or motel* means:

- (1) An establishment used, maintained or advertised as a place where sleeping accommodations, in rooms without individual kitchens, are supplied for short-term rent to transient guests. Typical uses include hotels and motels.
- (2) A building occupied or used as a more or less temporary abiding place of individuals or groups of individuals who are lodged with or without meals, and in which there are more than five sleeping rooms.

*Household* means one or more persons living together and sharing common living, sleeping, cooking and eating facilities within an individual dwelling unit, no more than three of whom may be unrelated. The following persons shall be considered related for the purpose of this definition:

- (1) Persons related by blood, marriage or adoption, **or foster care;**
- (2) Persons residing in a household for the purpose of adoption;
- (3) Person(s) living in a household at the direction of a court.

*Indirect illumination* means lighting of a sign or object in such a way that the source of light cannot be seen.

*Junk* means old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber, debris, waste, iron, steel and other old or scrap ferrous or nonferrous material.

*Junk yard* means premises or a building that is maintained, operated or used for storing, keeping, buying or selling junk. The term shall include garbage dumps.

*Kennel* means a commercial operation that:

- (1) Provides food, shelter and care for three or more dogs of six months of age or older for purposes not related to medical care, such as boarding, breeding or training, including dogs owned by the occupants of the property; or
- (2) Regularly engages in the breeding of animals for sale.

See *Animal care, general*, and *Animal care, limited*.

*Landfill* means a disposal facility employing an engineered method of disposing of solid waste, including demolition and construction debris.

*Laundry service* means an establishment that is primarily engaged in the large-scale washing or cleaning of laundry, rugs and similar materials. This definition does not include Laundromats or dry cleaning pick-up stations.

*Library* means a publicly operated establishment housing a collection of books, magazines, audio and videotapes and other material for borrowing and use by the public.

*Loading space* means a space within the main building or on the same lot, providing for the loading or unloading of trucks, within a minimum of 14 feet by 50 feet and a vertical clearance of 18 feet.

*Lot* means a parcel of land occupied or intended for occupancy by one main building or a complex of buildings together with the accessory structures and including the open spaces and parking required by these regulations, which may include more than one lot of record or metes and bounds, described tract having its principal frontage upon a public street.

*Lot area* means the total area within the property lines of a lot or tract.

*Lot, corner*, means a lot abutting upon two or more streets at their intersection. A corner lot shall be deemed to front on that street on which it has its least dimension, unless otherwise specified by the director of development and public affairs or the director's designee. A corner lot has two front yards.

*Lot, depth of*, means the mean (average) horizontal distance between the front and rear lot lines.

*Lot, interior*, means a lot whose side lines do not abut upon any street.

*Lot lines* means the boundary lines of a lot. If a zoning lot has two or more front lot lines, the director of development and public affairs shall designate the yards.

*Lot of record* means a lot that is part of a subdivision, the map of which has been recorded in the office of the county recorder of deeds, or a lot that is described by metes and bounds, the description of which has been recorded in the office of the recorder of deeds.

*Lot, through,* means an interior lot having frontage on two streets.

*Lot, width of,* means the horizontal distance between the side lot lines as measured at the front building line.

~~*Lowest floor* means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable floodproofing design requirements of these regulations.~~

*Manufactured home* means a structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. ~~For floodplain management purposes~~ The term "manufactured home" does not include a recreational vehicle. Manufactured homes will only be allowed in property zoned as Manufactured Home Park Residential District (MH).

*Manufactured home park or subdivision* means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

*Manufacturing and assembly* means an establishment engaged in the manufacture predominately from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution of such products, but excluding basic industry.

*Materials recovery facility* means a facility in which source separated commingled recyclable materials, such as newspapers, glass, metals and plastic containers, are stored, flattened, crushed and/or bundled prior to shipment to others who will use those materials to manufacture new products.

*Medical service* means an establishment, providing therapeutic, preventive, or corrective personal treatment services on an outpatient basis by physicians, dentists, and other practitioners of the medical or healing arts, and the provision of medical testing and analysis services. Typical uses include clinics and offices for doctors of medicine, dentists, chiropractors, osteopaths, optometrists; blood banks and medical laboratories.

*Military service* means a facility used or intended to be used by a branch of the U.S. Armed Forces, including military reserves.

*Mining or quarrying* means the extraction of metallic and nonmetallic minerals, excluding oil or natural gas. Typical include sand and gravel pit operations, quarries and mines.

*Mobile home sales* means an establishment primarily engaged in the display and sale of mobile homes or manufactured housing units.

~~*Modular home* means a structure, transportable in more than one section, that is not built on a permanent chassis and is designed for use with a permanent foundation when connected to the required utilities. Such structure shall conform to the provisions of the applicable building code at the time of its construction. Such structure will be allowed anywhere that site built housing is a permitted use a manufactured residential structure built to a nationally-recognized and accepted construction standard~~

published by the Building Conference of America (BOCA) or the International Conference of Building Officials (ICBO) and the unit is inspected and certified at the factory that it meets said standard.

~~*New construction* means for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial flood insurance rate map (FIRM) or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by the city and includes any subsequent improvements to such structures.~~

*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the city.

*Nonconforming lot of record* means ~~an unimproved~~ a lot that does not comply with the lot area and yard regulations ~~requirements~~ for any permitted use in the zoning district in which it is located, and was part of a recorded subdivision of a parcel of land, the deed to which was recorded prior to the adoption of zoning and or subdivision regulations.

*Nonconforming structure* means any building or structure in existence at the time of the effective date of these regulations that does not conform to the provisions of the same.

*Nonconforming use* means any land occupied by a use at the time of the effective date of the ordinance from which this chapter is derived that does not conform with the provisions of the same.

*Oil or gas drilling/refining* means the subsurface extraction or refining of oil or natural gas.

*Open space* means the lot area unoccupied by a building, parking areas, and driveways, which is either landscaped or developed for recreational use by the occupants of such premises.

*Overlay district* means a district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.

*Parking lot, commercial,* means an area used or intended to be used for the off-street parking of operable motor vehicles on a temporary basis, other than as accessory parking to a principal use.

*Parking space, off-street,* means a paved area constructed of concrete or asphalt or similar material that is at least nine feet wide and 18 feet deep, enclosed or unenclosed, to store one automobile, having the minimum dimensions as determined by the community development ~~and public affairs~~ director, to which an automobile has direct access.

*Parks and recreation* means a park, playground or community facility, owned by or under the control of a public agency or homeowners' association that provides opportunities for active or passive recreational activities.

*Person* means any individual, firm, copartnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee or other similar representative thereof.

*Planned development* means a tract of land under single ownership or control at least one acre in size that is to be developed in accordance with a plan adopted by resolution and the boundaries of which are established by the zoning district map.

*Planning and zoning commission* means the city planning and zoning commission; also called the "planning commission" and "commission."

*Post office* means a facility used for the collection, sorting and distribution of U.S. mail among several zip code areas and having limited retail services for the public, such as the sale of stamps, postcards and postal insurance.

*Printing and publishing* means the production of books, magazines, newspapers and other printed matter, and record pressing and publishing, engraving and photoengraving, but excluding businesses involved solely in retail photocopying, reproduction, photo developing or blueprinting services.

*Recreation and entertainment, indoor*, means an establishment offering recreation, entertainment or games of skill to the public for a fee or charge and that is wholly enclosed in a building. Typical uses include bowling alleys, indoor theaters, bingo parlors, pool halls, billiard parlors and video game arcades.

*Recreation and entertainment, outdoor*, means an establishment offering recreation, entertainment or games of skill to the public for a fee or charge, wherein any portion of the activity takes place in the open. Typical uses include archery ranges, batting cages, golf driving ranges, drive-in theaters and miniature golf courses.

*Recreational vehicle* means a vehicle which is:

- (1) Built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projections;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

*Recycling* means the return of municipal solid waste items, most notably, glass, paper, aluminum, steel, other metals, motor oil, yard waste and plastics, for reuse or remanufacture as a usable product.

*Recycling collection center* means a building and/or site, with more than 1,000 square feet in area, in which source separated recoverable materials, such as newspapers, glassware and metal cans are collected, stored, flattened, crushed or bundled prior to shipment to others who will use those materials to manufacture new products. The materials are stored on-site in bins or trailers for shipment to market.

~~*Regulatory flood elevation* means the water surface elevation of the 100-year flood.~~

*Religious assembly* means a site used by a bona fide religious group primarily or exclusively for religious worship and related religious services, including a place of worship, retreat site or religious camp.

*Repair service* means an establishment primarily engaged in the provision of repair services to individuals and households, but excluding vehicle repair services. Typical uses include appliance repair shops.

*Research service* means an establishment engaged in conducting basic and applied research including production of prototype products when limited to the minimum scale necessary for full investigation of the merits of a product, excluding production of products used primarily or customarily for sale or for use in non-prototype production operations.

*Residential care facility* means a Residential Care Facility I, Residential Care Facility II, Intermediate Care Facility, or Skilled Nursing Facility, as those terms are defined in RSMo ch. 198. The term "residential care facility" does not include a hospital.

*Restaurant* means a building wherein food is prepared and served to the public in ready-to-eat form, including a bed and breakfast home or inn. The term "restaurant" includes cafe, cafeteria, grill, pizza parlor, diner, snack shop, hamburger shop and steak house.

*Reverse vending machine* means a machine in which recyclable materials are deposited in exchange for cash.

*Safety service* means a facility for conduct of public safety and emergency services, including fire and police protection services and emergency medical and ambulance services.

*Salvage yard* means an area of land with or without a building used for or occupied by a deposit, collection or storage of used or discarded materials such as wastepaper, rags or scrap material, or used building materials, house furnishings, machinery, motor vehicles or parts thereof with or without the dismantling, processing, salvage, sale or other use or disposition of the same. Such materials shall be stored ~~outside~~ ~~inside~~ a completely enclosed building. A salvage yard shall also include the dismantling or wrecking of used motor vehicles or trailers, or the storage, sale or dumping of dismantled or wrecked vehicles or their parts. The presence on any lot or parcel of land of two or more motor vehicles, which for a period exceeding 30 days have not been capable of operating under their own power or from which parts have been removed for reuse or sale, shall cause the parcel to be considered to be a salvage yard.

*School, elementary, middle or high*, means the use of a site for instructional purposes on an elementary or secondary level.

*Service station* means any building or land used for the sale or retail of automobile fuels, oils and accessories, including lubrication of automobile and replacement or installation of minor parts and accessories, but not including major repair work such as motor replacement, body and fender repair or spray painting.

*Shooting range* means an outdoor facility used or intended to be used for the discharge of firearms at targets.

*Sign* means any structure or part thereof or any device attached to, printed on or represented on a building, fence or other structure, upon which is displayed or included any letter, word, model, banner, flag, pennant, insignia, decoration, device or representation used as, or which is in the nature of, an announcement, direction, advertisement, or other attention-directing device. A sign shall not include a similar structure or device located within a building except illuminated signs within show windows. A sign includes any billboard. It does not include a flag, pennant or insignia of any of the following:

- (1) Any nation or association of nations;
- (2) Any state, city or other political unit;
- (3) Any political, charitable, educational, philanthropic, civic drive, movement or event.

*Solid waste collection/processing* means recycling collection centers, incinerators, processing facilities, materials recovery facilities, solid waste transfer stations or any facility where municipal solid wastes are salvaged, sorted, processed or treated.

*Solid waste transfer station* means a facility where solid waste or recyclable material is transferred from collection vehicles (some sorting may occur) to long distance hauling vehicles for transportation to a central solid waste management facility for processing, disposal, incineration or resource recovery.

*Source separation* means materials that are separated from the municipal solid waste stream at the point of origin for the purpose of recycling. For example, households separating paper, glass and aluminum from the rest of the solid waste.

~~*Special flood hazard area. See Area of special flood hazard.*~~

*Start of construction, for floodplain management purposes*, means the date the building permit was issued, including for substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. **Permanent Start of construction** does not include land preparation, such as clearing, grading and filling; the installation of streets and/or walkways; excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

*Stockyard* means a non-farm based facility used or intended to be used for selling or holding livestock.

*Street* means any public way.

*Structural alteration* means any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any complete rebuilding of the roof or the exterior walls. For the purpose of these regulations, the following shall not be considered a structural alteration:

- (1) Attachment of a new front where structural supports are not changed.
- (2) Addition of fire escapes where structural supports are not changed.
- (3) New windows where lintels and support walls are not materially changed.
- (4) Repair or replacement on non-structural members.

*Structure* means a walled and roofed building that is principally above ground, a manufactured home or gas or liquid storage tank that is principally above ground. The term does not include fences or public structures such as utility poles, street light fixtures and street signs. ~~For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. For flood insurance purposes, a walled and roofed building, other than a gas or liquid storage tank, that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation; the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.~~

*Studio, television or film*, means an establishment primarily engaged in the provision of recording or broadcasting services accomplished through the use of electronic mechanisms.

*Subdivision* means the division of a parcel of land into two or more lots, or other divisions of land; said term shall include resubdivision and, when appropriate to the context, shall relate to the process of subdividing or to the land or territory subdivided.

*Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

*Substantial improvement.*

- (1) The term "substantial improvement" means any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term "substantial improvement" includes structures that have incurred substantial damage, regardless of the actual repair work performed.
- (2) The term "substantial improvement" does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications that have been identified by the community development and public affairs director and that are the minimum necessary to assure safe living conditions; or
- b. Any alteration of an historic structure, provided that the alteration will not preclude the structure's continued designation as an historic structure.

*Townhouse* means a building containing two or more dwelling units, which dwelling units are separated by a party wall and which dwelling units are designed and intended to be separately owned in fee under the condominium statutes of the state.

*Trailer* means and includes a separate vehicle not driven or propelled by its own power, drawn by some independent power. For purposes of these regulations, the term "trailer" shall not include mobile, manufactured or modular homes.

*Transit facility* means a facility used or intended to be used as an area for loading, unloading and interchange of transit passengers. Typical uses include bus terminals, rail stations and passenger related mass transit facilities.

*Use* means the specific purpose for which land or a building is used.

*Utility, major*, means generating plants; electrical switching facilities and primary substations; water and wastewater treatment plants; water tanks; and radio, television and microwave transmission towers; and similar facilities of agencies that are under public franchise or ownership to provide the public with electricity, gas, heat, steam, communication, rail transportation, water, sewage collection or other similar service. The term "utility, major," shall not be construed to include corporate or general offices, gas or oil processing, manufacturing facilities, postal facilities or other uses defined in this section.

*Utility, minor*, means services and facilities of agencies that are under public franchise or ownership to provide services that are essential to support development and that involve only minor structures, such as poles and lines.

*Vacant site* means a site on which there are no buildings or structures or a site on which there are only accessory buildings or paved surfaces.

*Variance* means an appeal from the provisions of these regulations granted by the ~~planning commission~~ **Board of Zoning Adjustment**, where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the regulations. Variances shall apply to the **location**, construction or alteration of buildings or structures, ~~excluding the use of land~~, so that the spirit of the ordinance shall be observed, public safety and welfare secured and substantial justice done, ~~For the purposes of the floodplain overlay district, a variance is a grant of relief to a person from the requirements of the floodplain overlay district but shall not permit any use not permitted in the zoning district.~~

*Vehicle repair, general*, ~~means an establishment primarily engaged in painting of or bodywork to motor vehicles or heavy equipment. Typical uses include paint and body shops~~ means an establishment primarily engaged in painting of or bodywork to motor vehicles or heavy equipment. Typical uses include paint and body shops.

*Vehicle repair, limited*, ~~means a use providing automobile repair or maintenance services within completely enclosed buildings, but not including general vehicle repair services~~ means an establishment providing vehicle repair and maintenance services such as brake, muffler, exhaust systems, automotive glass, wheel alignment, tire sales and repair, engine tune up, lubrication and other similar minor repair and maintenance services provided they are within a completely enclosed building.

*Violation of floodplain-management regulations* means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other

development without the elevation certificate, other certifications, or other evidence of compliance required in these regulations is presumed to be in violation until such time as that documentation is provided.

*Vision triangle* means a triangular area at a street **or driveway** intersection in which nothing shall be erected, placed (including automobiles, trucks and other large vehicles or trailers), planted, or allowed to grow in such a manner as to materially impede vision and, therefore, the safety of vehicles and pedestrians, between the height of 30 inches and ten feet above the grades of the bottom of the curb of the intersecting streets **or driveways**. Such area on a corner lot shall have two sides that are measured from the center of the lot line intersection and a third side across the lot joining the ends of the other two sides. Where the lot lines at intersections have rounded corners, the lot lines will be extended in a straight line to a point of intersection. In all residentially zoned districts, the vision triangle shall have the requirement that the two sides forming the corner lot line **or driveway** intersection shall be a minimum distance of 30 feet from the center of the lot line intersection, and in all other zoning districts such distance shall be a minimum of 20 feet (except that there shall be no vision triangle requirements in the Town Square Overlay District).

*Vocational school* means a use providing education or training in business, commercial trades, language, arts or other similar activity or occupational pursuit, and not otherwise defined as a "College or University" or "School."

*Warehouse, residential storage* means an enclosed storage facility containing independent, fully enclosed bays that are leased to individuals exclusively for dead storage of their household goods or personal property.

*Warehousing and wholesale* means an establishment primarily engaged in the storage or sales of materials, equipment, or products or sales to wholesalers or retailers. Typical uses include cold storage, warehousing and dead storage facilities, but excluding residential storage warehouses and sales of good to the general public.

*Yard* means a required open space, other than a court, unoccupied and unobstructed by any structure or portion of a structure from the ground upward, provided, however, that fences, walls, poles, posts, and other customary yard accessories, ornaments and furniture may be permitted in any yard subject to height limitations and requirements limiting obstruction of visibility.

*Yard, front*, means a yard extending across the full width of the lot, the depth of which is the least distance between the lot line or road easement or right-of-way line and the front building line.

*Yard, rear*, means a yard extending across the full width of the lot between the rear building line and the rear lot line, the depth of which is the least distance between the rear lot line and the rear building line.

*Yard, side*, means a yard between the side building line and the side lot line and extending from the front yard to the rear yard and being the least distance between the side lot line and the side building line.

(Code 1969, § 16-1; Ord. No. 139, § 1, 7-19-1966; Comp. Ord. of 4-20-2010, §§ 2-1, 11-7)

**STAFF RECOMMENDATION:**

Staff recommends that the Planning and Zoning Commission approve the proposed text amendments to Section 50-4 and Section 50-107(a)(5) of the Code of Ordinances of the City of Raytown.

**CITY OF RAYTOWN**  
**PLANNING AND ZONING COMMISSION MEETING**  
**MINUTES**

**July 13, 2017**  
**6:00 pm**

**Raytown City Hall**  
**Board of Aldermen Chambers**  
**10000 East 59<sup>th</sup> Street**  
**Raytown, Missouri 64133**

**1. Welcome by Chairperson**

Mr. Wilson welcomed everyone to the July 13, 2017 PZA Meeting

**2. Call meeting to order and Roll Call**

Mr. Wilson called and did the roll call. Present: Lightfoot, Meyers, Robinson, Wilson, Emerson, Dwight.

**3. Approval of Minutes: None**

**4. Old Business. – None**

**5. New Business**

**A. Case No. PZ-2017-007**

**Text Amendment to Chapter 50-04 of Code of Ordinances of the City of Raytown for the purpose of updating the Land Use Table**

**i. Introduction of Application by Chair**

**Mr. Wilson introduced PZ-2017-007**

**ii. Open Public Hearing.**

**Mr. Wilson opened the public hearing**

**iii. Enter Additional Relevant City Exhibits into the Record:**

- a. Publication of Notice of Public Hearing in Daily Record Newspaper.
- b. City of Raytown Zoning Ordinance, as amended

**iii. Board Discussion**

**Ms. Emerson mad a correction to the Text Amendment stated it should be 50-107 correction noted.**

**Mr. Lightfoot asked staff if the table was the same.**

**Mr. Williamson stated yes except for Draft Breweries.**

**iv. Close Public Hearing**

**Mr. Wilson closed the Public Hearing.**

**vi. Board Decision to Approve, Conditionally Approve or Deny the Application.**

**a. Motion**

**Ms. Emerson made a motion to approve the tables.**

**b. Second**

**Mr. Meyers seconded the motion.**

**c. Additional Board Discussion**

**d. Vote**

**Meyers, Lightfoot Dwight, Emerson, Robinson, Wilson Meyers  
all voted Yes**

**MOTION PASSES 6-0**

**B. Case No. PZ-2017-008 Text Amendment to Section 50-4 Definitions or Code of Ordinances of the City of Raytown.**

**i. Introduction of Application by Chair**

**Mr. Wilson introduced PZ-2017-008**

**ii. Open Public Hearing**

**Mr. Wilson opened the Public hearing**

**iii. Enter Additional Relevant City Exhibits into the Record:**

- a. Publication of Notice of Public Hearing in Daily Record Newspaper.
- b. City of Raytown Zoning Ordinance, as amended

**iii. Board Discussion**

**Ms. Emerson had some corrections to the language in the Code of Ordinances they will be fixed.**

**iv. Close Public Hearing**

**Mr. Wilson closed the Public Hearing.**

**v. Board Decision to Approve, Conditionally Approve or Deny the Application.**

**a. Motion**

**Mr. Robison made a motion to approve with corrections.**

**b. Second**

**Ms. Emerson seconded the motion**

**c. Additional Board Discussion - Nonw**

**d. Vote**

**Vote was taken: Meyers, Dwight, Emerson,  
Lightfoot, Robinson, Wilson all voted yes.**

**Motion Passes 6-0**

6. Other Business- None

7. Set Future Meeting Dates –**August 3, 2017 at 7:00 P.M.**

8. Adjourn

**AN ORDINANCE AMENDING CHAPTER 50 (ZONING), SECTION 4 (DEFINITIONS) OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN BY REPEALING A PORTION OF SECTION 2 OF ORDINANCE NO. 5571-17 AND ADOPTING AND INSERTING THE DEFINITIONS ATTACHED AS EXHIBIT "A" IN SECTION 2 FOR THE PURPOSE OF UPDATING ZONING DEFINITIONS IN THE ZONING ORDINANCE OF THE CITY OF RAYTOWN**

**WHEREAS**, application PZ-2017-008, submitted by the City of Raytown, proposes to amend Section 50-4 of the City of Raytown Zoning Ordinance relating to Definitions; and

**WHEREAS**, after due public notice in the manner prescribed by law, the Planning and Zoning Commission held a public hearing on July 13, 2017 and by a vote of 6 in favor and 0 against recommended approval of the amendment to Section 50-4 of the City of Raytown Zoning Ordinance; and

**WHEREAS**, after due public notice in the manner prescribed by law, the Board of Aldermen held public hearings on August 15, 2017, and September 5, 2017 and rendered a decision to approve the amendment to Section 50-4 of the City of Raytown Zoning Ordinance.

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

**SECTION 1 – APPROVAL OF AMENDMENTS.** That Section 50-4, commonly known as "Definitions", is hereby repealed and replaced as amended in Section 2.

**SECTION 2 – AMENDMENTS.** The following Definitions are hereby amended to read as follows as set out in section 2 in Exhibit "A".

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

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

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

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED** and **APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this \_\_\_\_ day of September, 2017.

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

ATTEST:

Approved as to Form

\_\_\_\_\_  
Teresa Henry, City Clerk

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

**Exhibit A****Sec. 50-4. - Definitions.**

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

~~100-year flood. See Base flood.~~

*Access* means the right to cross between public and private property, allowing pedestrians and vehicles to enter and leave property.

*Accessory building* means a detached building that is customarily incident to or subordinate to the main building located on the same tract or incidental or subordinate to the use of the land on which it is located.

*Accessory use* means the use of a building **or land** that is customarily incidental to and located on the same lot or premises as the main use of the premises. A building housing an accessory use is considered an integral part of the main building when it has any part of a wall in common with the main building or is under an extension of the main roof and designed as an integral part of the main building.

~~*Actuarial or risk premium rates* means those rates established by the director of development and public affairs pursuant to individual community studies and investigations that are undertaken to provide flood insurance in accordance within section 1307 of the National Flood Disaster Protection Act of 1973 and the accepted actuarial principles. Risk premium rates include provisions for operating costs and allowances.~~

*Adult day care center* means a facility for adults having some or all of the characteristics of homes for the elderly, whether operated for profit or not, which through its operation provides one or more personal services for four or more persons not related by blood or marriage to the owner or operator, for a period of less than 24 hours. Personal services are in addition to housing and food service and include, but are not limited to, personal assistance

with bathing, dressing, housekeeping, supervision, eating, supervision of self-administered medication and assistance in securing health care from appropriate sources.

*Adult entertainment* use definitions:

*Adult* means a person who has attained the age of at least 18 years.

*Adult bookstore* means an establishment having as a substantial or significant portion of its stock in trade books, magazines or other periodicals that are distinguished or characterized by their emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas as defined in this section, or an establishment or section devoted to the sale or display of such material.

*Adult entertainment establishment* means an establishment having as a substantial or significant portion of its business the offering of entertainment, stocks in trade of materials, scenes or other presentations characterized by emphasis on depiction or description of specified sexual activities or specified anatomical areas as defined in this section. An establishment that has more than two percent of its stock in trade of video recordings consisting of video recordings depicting specified sexual activities or specified anatomical areas shall be considered to be an adult entertainment establishment.

*Adult mini-motion picture theater* means an enclosed building with a capacity of less than 50 persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas as defined in this section, for observation by patrons therein.

*Adult motion picture theater* means an enclosed building with a capacity of 50 or more persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas as defined in this section, for observation by patrons therein.

*Specified sexual activities* means:

- (1) Human genitals in a state of sexual stimulation or arousal;
- (2) Acts of human masturbation, sexual intercourse or sodomy; and
- (3) Fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

*Specified anatomical areas* means:

- (1) Less than completely and opaquely covered human genitals and pubic regions, buttock, and female breast below a point immediately above the top of the areola; and
- (2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

*Agricultural processing* means the initial processing of crop-based agricultural products that is reasonably required to take place in close proximity to the site where such products are produced. Typical uses include grain mills.

*Agricultural sales and service* means an establishment primarily engaged in the sale or rental of farm tools and implements, feed and grain, tack, animal care products and farm supplies. This definition excludes the sale of large implements, such as tractors and combines, but includes food sales and farm machinery repair services that are accessory to the principal use.

*Agriculture* means the planting, cultivating, harvesting and storage of grains, hay or plants commonly grown in the county. The storage of crops, grains, feeds or other products shall be limited to those raised on or to be consumed on the premises.

*Agriculture, general*, means the use of land for the production of livestock, dairy products, poultry or poultry products.

*Agriculture, limited*, means the use of land for the production of **nursery stock**, row crops, field crops, tree crops or timber.

*Airport or airstrip* means any public or privately owned or operated ground facility designed to accommodate landing and take off operations of aircraft, including all taxiways, aircraft storage and tie-down areas, hangars and other necessary buildings and open spaces.

*Alley* means a dedicated public right-of-way that provides a secondary means of access to and from streets and lots.

*Alteration* means any addition, removal, extension or change in the location of any exterior wall of a main building or accessory building.

*Animal care, general*, means a use providing animal care, veterinary services or boarding. See *Animal care, limited*, and *Kennel*.

*Animal care, limited*, means a use providing animal care, boarding and veterinary services for household pets, with no outside animal runs. See *Animal care, general*, and *Kennel*.

*Animal hospital or clinic* means an establishment where animals are admitted principally for examination, treatment, board or care by a doctor of veterinary medicine. This includes kennels that are totally enclosed within the establishment and that have no outdoor facilities.

*Apartment* means a room or suite of rooms within a multi-household dwelling arranged, intended or designed for a place of residence of a single household or group of individuals living together as a single housekeeping unit.

*Appeal* means a request for a review of the community development ~~and public affairs~~ director's interpretation of any provision of this chapter or, in the case of flood protection, a request for a variance.

*Area, building*, means the total area taken on a horizontal plane at the largest floor level of the main or principal building and all accessory buildings on the same lot exclusive of uncovered porches, terraces, steps, awnings, marquees and non-permanent canopies and planters.

*Area, floor, habitable*, means the sum of the horizontal areas of all rooms in a building used for habitation, such as living room, dining room, kitchen, bedroom, bathroom or closet, but not including hallways, stairways, service rooms or utility rooms, unheated rooms such as enclosed porches or rooms without at least one window or skylight opening onto a yard or court, measured between the interior faces of walls.

*Area, floor or gross floor*, means the sum of the gross horizontal areas of the several stories of a building excluding cellar and basement floor areas not devoted to residential use, but including the area of walled-in and roofed porches and terraces. All dimensions shall be measured between exterior faces of walls.

~~*Area of shallow flooding* means a designated AO or AH zone on a community's flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.~~

~~*Area of special flood hazard* means the land in the flood plain within a community subject to one percent or greater chance of flooding in any given year.~~

*Asphalt or concrete plant* means an establishment engaged in the manufacture, mixing, batching or recycling of asphalt, asphaltic cement, and cement or concrete products.

*Auditorium or stadium* means an open, partially enclosed or fully enclosed facility used or intended to be used primarily for spectator sports, entertainment events, expositions and other public gatherings. Typical uses include convention and exhibition halls, sports arenas and amphitheaters.

*Automated teller machine (ATM)* means a mechanized consumer banking device operated by a financial institution for the convenience of its customers, whether outside or in an access-controlled facility. An ATM located within a building shall be considered accessory to the principal use unless the ATM is likely to be an independent traffic generator.

*Bank or financial institution* means establishments engaged in deposit banking. Typical uses include commercial banks, savings institutions and credit unions. Banks and financial institutions also include automated teller machines.

*Bar or tavern* means an establishment in which the primary function, **meaning over 50% of the revue, is comprised of** the sale and serving of alcoholic and cereal malt beverages for consumption on the premises, including establishments commonly known as cocktail lounges and nightclubs.

~~*Base flood* means a flood having a one percent chance of being equaled or exceeded in any given year.~~

*Basement* means any area of the building having its floor subgrade (below ground level) on all sides.

*Basic industry* means an establishment engaged in the basic processing and manufacturing of materials or products predominately from extracted or raw materials. Typical uses include distilleries, pulp processing and paper products manufacturing; glass manufacturing; brick manufacturing; steel works; tanneries; acid manufacturing; cement, lime, gypsum, or plaster ~~or of~~ Paris manufacturing; fertilizer or chemical manufacturing; and petroleum refineries.

*Bed and breakfast home or inn* means a dwelling where for compensation one or more rooms are available for lodging and breakfast served to lodgers only. When conducted as a home occupation, such facilities are designated as "home." When designated as an "inn," such facilities may be operated as a home occupation or as a business enterprise. When specifically permitted, tea rooms for a limited number of customers may be operated in conjunction with bed and breakfast inns.

*Boardinghouse or lodging house* means a building, other than a hotel, occupied as a single housekeeping unit, where lodging or meals are provided for three or more persons for compensation, pursuant to previous arrangements, but not for the public or transients.

*Breezeway* means a pedestrian connection between two buildings, having a permanent roof and floor, and having no sidewalls, except that screen wire or lattice having at least 50 percent open area may be attached in the form of sidewalls.

*Buildable width* means the width of that part of a lot not included within the open spaces herein required.

*Building* means a structure having a roof supported by columns or walls whether or not completely enclosed. When separated by common walls without openings, it shall be deemed a separate building. When divided by other than common or contiguous walls, each portion or section of such building shall be regarded as a separate building, except that two buildings connected by a breezeway having a continuous roof shall be deemed as one building.

*Building, attached,* means a building having at least one wall or more in common with another building.

*Building, detached,* means a building having no walls in common with another building.

*Building height* means the vertical measurement from grade to a point midway between the highest and lowest points of the roof.

*Bulk regulations* means the height, area, yard and parking regulations associated with permitted uses in zoning districts.

*Business and professional office* means the office of a dentist, doctor, attorney, real estate agent, insurance agent, architect, engineer or other similar professional person and any office used primarily for accounting, correspondence, research, editing or administration, but not including rooms for the overnight care of patients.

*Campground* means any parcel of ground that provides space for transient occupancy and is used or intended to be used for the parking of one or more camping trailers or similar recreational vehicles or tents. The term "campground" does not include sales lots on which unoccupied camping trailers, whether new or used, are parked for the purpose of storage, inspection or sale.

*Camping trailer* means any vehicular portable dwelling unit designed especially for short-term occupancy such as: travel trailers, tent trailers, truck or auto-mounted camping units, converted buses and trucks, and all other similar units whether self-propelled, pulled or hauled, and designed primarily for highway travel without the necessity of a special permit.

*Carwash* means an establishment primarily engaged in cleaning or detailing motor vehicles, whether self-service, automatic or by hand.

*Cemetery* means land used or intended to be used for burial or cremation of the dead, whether human or animal, including a mausoleum or columbarium.

*Child foster care facility* means any private residence licensed by the division of family services or department of mental health to provide foster care to one or more but less than seven children who are unrelated to either foster parent by blood, marriage or adoption.

*Child nursery* means a building where five or more children under six years old, other than members of the household occupying such building, are served and taken care of for compensation.

*College or university* means an institution of higher education offering undergraduate or graduate degrees.

*Common open space* means a parcel of land or an area of water, or combination of both land and water, and designed and intended for the use and enjoyment of the residents of the development. Common open space does not include streets, alleys, parks, off-street parking or loading area, publicly-owned open space or other facilities dedicated by the developer for public use. ~~Common open space must be substantially free of structures.~~

*Communications tower* means a guyed, monopole or self-supporting tower, constructed as a freestanding structure or in association with a building, other permanent structure or equipment, containing one or more antennas intended for transmitting or receiving television, AM/FM radio, digital, microwave, cellular, telephone or similar forms of electronic communication.

*Compost facility* means a facility that is designed and used for transforming food, yard wastes and other organic material into soil or fertilizer by biological decomposition.

*Conditional use* means a use of any building, structure or parcel of land deemed by the planning commission that, by its nature, is perceived to require special care and attention in siting so as to assure compatibility with surrounding properties and uses. Conditional uses may have special conditions and safeguards attached to assure that the public interest is served **and are subject to approval as set out in Article V. Conditional Uses.**

*Construction sales and service* means an establishment engaged in the retail or wholesale sale of materials used in the construction of buildings or other structures, and the outdoor storage of construction equipment of materials on lots other than construction sites. Typical uses include lumberyards, home improvement centers, lawn and garden supply stores, electrical, plumbing, air

conditioning, and heating supply stores, swimming pool sales, construction contractors' storage yards and construction equipment rental establishments.

*Contingency plans* means detailed plans for control, containment, recovery and clean-up of hazardous materials released during floods, fires, equipment failures, leaks and spills.

*Convenience store* means a **small retail establishment that is open long hours, typically sells staple groceries, snacks, and beverages, and may be** primarily engaged in the retail sale of gasoline or other motor fuels **subject to the approval of a conditional use**, along with accessory activities such as the sale of lubricants, accessories **and supplies, or food** but shall not include the lubrication of motor vehicles, and the adjustment or repair of motor vehicles.

*Correctional facility* means a facility providing housing and care for individuals confined for violations of law.

*Court* means an open space, bounded on three or more sides by exterior buildings, walls or by exterior walls of a building and lot lines upon which walls or fences are allowable.

*Cultural service* means a facility providing cultural and educational services to the public. Typical uses include museums, art museums, observatories, planetariums, botanical gardens, arboretums, zoos, and aquariums.

*Curb level* means the mean level of the curb in front of the lot, or in the case of a corner lot, along that abutting street where the mean curb level is the highest.

~~*Day care* means an establishment that provides care, protection and supervision for individuals on a regular basis away from their primary residence for less than 24 hours per day. The term includes kindergartens, nursery schools and other similar programs regardless of auspices.~~

~~*Day care, commercial center* means a day care establishment that provides care, protection, and supervision for ~~11~~ twenty (20) or more ~~individuals~~ children at any one time, ~~in~~ excluding those under the ~~supervision or~~ custody of the day care provider, in a location other than the provider's permanent residence and licensed by the state of Missouri.~~

~~*Day care, general group home*, means a ~~day care center~~ an establishment that provides care, protection and supervision for ~~seven to ten~~ eleven (11) to twenty (20) ~~individuals~~ children at any one time, ~~in~~ excluding those under the ~~supervision or~~ custody of the day care provider, in a location other than the provider's permanent residence and licensed by the State of Missouri~~

~~*Day care, limited family home*, means a day care center that provides care, protection and supervision for ~~not more than ten~~ six or fewer ~~individuals~~ children at any one time, ~~not~~ including those ~~related to~~ ~~under the supervision or custody of~~ the day care provider, and licensed by the State of Missouri for five (5) or more children.~~

*Developer* means the owner, or any other person, firm or corporation authorized by the owner, undertaking proceedings under the provisions of these regulations for the purpose of rezoning or seeking a conditional use on land.

*Development* means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, levee, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

*Drive-in establishment* means an enterprise that accommodates the patrons' automobiles and from which the occupants of the automobiles may make purchases, transact business or view motion pictures or other entertainment.

*Dwelling* means any building or portion thereof that is designed and used exclusively for residential purposes.

*Dwelling, multihousehold*, means a building designed for or occupied exclusively by three or more households living independently of each other.

*Dwelling, single-household*, a detached dwelling, designed for or occupied by one single household, containing one dwelling unit. For the purposes of these zoning regulations, foster homes and small group living shall be considered single-household dwellings.

*Dwelling two-household*, means a building designed for or occupied by two households living independently of each other in separate dwelling units.

*Dwelling unit* means one or more rooms constituting all or part of a dwelling that are used exclusively as living quarters for one household and not more than two roomers or boarders, and that contain a stove, sink and other kitchen facilities.

~~*Elevated building*, for flood insurance purposes, means a nonbasement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.~~

~~*Existing construction*, for the purposes of determining flood insurance rates, means structures for which the start of construction commenced before the effective date of the flood insurance rate map (FIRM) or before January 1, 1975, for FIRMs effective before that date. The term "existing construction" may also be referred to as "existing structures."~~

*Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

*Facility* means something built, installed or established for a particular purpose.

*Fast food restaurant* means any business establishment whose principal business is providing for the preparation or sale of prepared foods, frozen desserts, or beverages for either carry out/delivery or for consumption on the premises where either:

- (1) Foods, frozen desserts or beverages are usually served in edible containers or in paper, plastic or other disposable containers, and where customers are not served their food, frozen desserts or beverages by a restaurant employee at the same table or counter where the items are consumed; or
- (2) The establishment includes a drive-up or drive-through service facility or offers curbside service.

*Financial institution* means an establishment primarily or as an accessory use engaged in the provision of financial and banking services. Typical institutions include banks, independent automatic teller machines (ATM) not located on the property of a financial institution, savings and loan institutions, credit unions, loan and lending services, pawn shops and loan brokers as defined in RSMo ch. 367.

~~Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:~~

~~(1)~~

~~The overflow of inland or tidal waters.~~

~~(2)~~

~~The unusual and rapid accumulation or runoff of surface waters from any source.~~

~~Flood insurance rate map (FIRM) means an official map of a community, issued by the federal flood insurance administrator, where the boundaries of the flood areas having special flood hazards have been designated as (unnumbered or numbered) A zones.~~

~~Flood insurance study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.~~

~~Floodproofing means any combination of structural and nonstructural additions, changes or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.~~

~~Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.~~

~~Floodway fringe means the area of the floodplain, outside of the floodway, that on the average is likely to be flooded once every 100 years (i.e., that has a one percent chance of flood occurrence in any one year).~~

~~Floor area ratio means the ratio of the floor area of a building to its lot area. For example, when a floor area ratio of four-tenths is specified, the floor area of a building constructed on a lot of 10,000 square feet in area is limited to a maximum of 4,000 square feet. The number of stories being optional, the building area may be 4,000 square feet for one story, 2,000 square feet for each of two stories, and so forth. The purpose of this ratio is to control the bulk of buildings.~~

~~Food/bakery product manufacturing means a use engaged the manufacture of food and food products, including non-retail bakeries, canning facilities and creameries.~~

~~Foster home means a single-household dwelling that is the private residence of one or more household members providing 24-hour care to one or more but less than seven children who are unattended by parent or guardian and who are unrelated to either foster parent by blood, marriage, or adoption.~~

~~Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. The term "freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings and the hydrological effect of urbanization of the watershed.~~

~~Freight terminal means a building or area in which freight brought by truck, rail or air is processed for continued shipment by truck, rail or air.~~

~~Garage, auto repair, means any building or premise used for the storage, care or repair of motor vehicles which is operated for commercial purposes.~~

~~Garage, carport, means a partial enclosure attached to a dwelling or other building for storage only of motor vehicles.~~

*Garage, storage*, means a building or portion thereof, except those defined as a private, public or community garage, providing storage for motor vehicles, with facilities for washing but no other services.

*Gas and fuel sales/storage* means the use of a site for bulk storage and distribution and sales of flammable liquid, gas or solid fuel, excluding belowground storage that is clearly ancillary to an allowed principal use on the site.

*Golf course* means a facility providing private or public golf recreation services and support facilities. This definition shall exclude miniature golf courses and golf driving ranges except those that are clearly accessory uses. See *Recreation and entertainment, outdoor*.

*Government service* means buildings or facilities owned or operated by a government entity and providing services for the public, excluding utilities and park and recreation services. Typical uses include administrative offices of government agencies and utility billing offices.

*Group home* means a residential facility serving nine (9) or fewer residents and not more than two of whom are staff residents, similar in appearance to a single-family dwelling and providing basic health supervision, rehabilitation training, community integration or social support. Group homes are specifically licensed by the State of Missouri or otherwise permitted by law.

*Group living, large*, means any dwelling occupied by more than ten unrelated persons that cannot be defined as a household.

*Group living, small*, means any dwelling occupied by at least four but no more than ten unrelated persons that cannot be defined as a household.

*Guest house* means living quarters within a detached accessory building located on the same lot with the main building for use by temporary guests of the occupants of the premises, such quarters having no kitchen facilities and not rented or otherwise used as a separate dwelling.

*Hazardous material* means a material that is defined in one or more of the following categories:

- (1) Ignitable: A gas, liquid or solid that may cause fires through friction, absorption of moisture or that has low flash points. Examples: white phosphorous and gasoline.
- (2) Carcinogenic: A gas, liquid or solid that is normally considered to be cancer causing or mutagenic. Examples: PCBs in some waste oils.
- (3) Explosive: A reactive gas, liquid or solid that will vigorously and energetically react uncontrollably if exposed to heat, shock, pressure or combinations thereof. Examples: dynamite, organic peroxides and ammonium nitrate.
- (4) Highly toxic: A gas, liquid or solid so dangerous as to afford an unusual hazard to life. Examples: parathion and chlorine gas.
- (5) Moderately toxic: A gas, liquid or solid that through repeated exposure or in a single large dose can be hazardous. Example: atrazine.
- (6) Corrosive: Any material, whether acid or alkaline, that will cause severe damage to human tissue, or in case of leakage might damage or destroy other containers of hazardous materials and cause the release of their contents. Examples: battery acid and phosphoric acid.

*Hazardous operation* means activities that present the potential for serious hazards to human life and health. Typical uses include arsenals, atomic reactors, explosives and fireworks manufacture, hazardous waste disposal, medical waste disposal and radioactive waste handling.

*Health club* means a facility where members or nonmembers use equipment or space for the purpose of physical exercise.

*Heliport or helipad* means an area, either on the ground or on a building, used as a landing pad for helicopters to pick up or discharge passengers or cargo.

*Highest adjacent grade* means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

*Historic structure* means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the United States Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district.
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs that have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  - a. By an approved state program as determined by the Secretary of the Interior; or
  - b. Directly by the Secretary of the Interior in states without approved programs.

*Home occupation* means any occupation or business activity conducted for financial gain that results in a product or service and is conducted in whole or in part in the dwelling unit, and is clearly subordinate to the residential use of the dwelling unit.

*Hospital* means:

- (1) An institution that offers service more intensive than those required for room, board, personal services and general nursing care;
- (2) An institution that offers facilities and beds for use beyond 24 hours by individuals requiring diagnosis, treatment, or care for illness, injury, deformity, infirmity, abnormality, disease, or pregnancy;
- (3) An institution that regularly makes available at least clinical laboratory services, diagnostic X-ray services, and treatment facilities for surgery or obstetrical care, or other definitive medical treatment of similar extent. Hospitals may include offices for medical and dental personnel, central service facilities such as pharmacies, medical laboratories and other related uses; and
- (4) A place devoted primarily to the maintenance and operation of facilities for the diagnosis, treatment or care for not less than 24 consecutive hours in any week of three or more non-related individuals suffering from illness, disease, injury, deformity or other abnormal physical conditions; or a place devoted primarily to provide for not less than 24 consecutive hours in any week medical or nursing care for three or more non-related individuals.

The term "hospital" does not include a dwelling used for group living, large or small, or residential care facilities.

*Hotel or motel* means:

- (1) An establishment used, maintained or advertised as a place where sleeping accommodations, in rooms without individual kitchens, are supplied for short-term rent to transient guests. Typical uses include hotels and motels.
- (2) A building occupied or used as a more or less temporary abiding place of individuals or groups of individuals who are lodged with or without meals, and in which there are more than five sleeping rooms.

*Household* means one or more persons living together and sharing common living, sleeping, cooking and eating facilities within an individual dwelling unit, no more than three of whom may be unrelated. The following persons shall be considered related for the purpose of this definition:

- (1) Persons related by blood, marriage or adoption, **or foster care;**
- (2) Persons residing in a household for the purpose of adoption;
- (3) Person(s) living in a household at the direction of a court.

*Indirect illumination* means lighting of a sign or object in such a way that the source of light cannot be seen.

*Junk* means old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber, debris, waste, iron, steel and other old or scrap ferrous or nonferrous material.

*Junk yard* means premises or a building that is maintained, operated or used for storing, keeping, buying or selling junk. The term shall include garbage dumps.

*Kennel* means a commercial operation that:

- (1) Provides food, shelter and care for three or more dogs of six months of age or older for purposes not related to medical care, such as boarding, breeding or training, including dogs owned by the occupants of the property; or
- (2) Regularly engages in the breeding of animals for sale.

See *Animal care, general*, and *Animal care, limited*.

*Landfill* means a disposal facility employing an engineered method of disposing of solid waste, including demolition and construction debris.

*Laundry service* means an establishment that is primarily engaged in the large-scale washing or cleaning of laundry, rugs and similar materials. This definition does not include Laundromats or dry cleaning pick-up stations.

*Library* means a publicly operated establishment housing a collection of books, magazines, audio and videotapes and other material for borrowing and use by the public.

*Loading space* means a space within the main building or on the same lot, providing for the loading or unloading of trucks, within a minimum of 14 feet by 50 feet and a vertical clearance of 18 feet.

*Lot* means a parcel of land occupied or intended for occupancy by one main building or a complex of buildings together with the accessory structures and including the open spaces and

parking required by these regulations, which may include more than one lot of record or metes and bounds, described tract having its principal frontage upon a public street.

*Lot area* means the total area within the property lines of a lot or tract.

*Lot, corner*, means a lot abutting upon two or more streets at their intersection. A corner lot shall be deemed to front on that street on which it has its least dimension, unless otherwise specified by the director of development and public affairs or the director's designee. A corner lot has two front yards.

*Lot, depth of*, means the mean (average) horizontal distance between the front and rear lot lines.

*Lot, interior*, means a lot whose side lines do not abut upon any street.

*Lot lines* means the boundary lines of a lot. If a zoning lot has two or more front lot lines, the director of development and public affairs shall designate the yards.

*Lot of record* means a lot that is part of a subdivision, the map of which has been recorded in the office of the county recorder of deeds, or a lot that is described by metes and bounds, the description of which has been recorded in the office of the recorder of deeds.

*Lot, through*, means an interior lot having frontage on two streets.

*Lot, width of*, means the horizontal distance between the side lot lines as measured at the front building line.

~~*Lowest floor* means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable floodproofing design requirements of these regulations.~~

*Manufactured home* means a structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. ~~For floodplain management purposes~~ the term "manufactured home" does not include a recreational vehicle. Manufactured homes will only be allowed in property zoned as Manufactured Home Park Residential District (MH).

*Manufactured home park or subdivision* means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

*Manufacturing and assembly* means an establishment engaged in the manufacture predominately from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution of such products, but excluding basic industry.

*Materials recovery facility* means a facility in which source separated commingled recyclable materials, such as newspapers, glass, metals and plastic containers, are stored, flattened, crushed and/or bundled prior to shipment to others who will use those materials to manufacture new products.

*Medical service* means an establishment, providing therapeutic, preventive, or corrective personal treatment services on an outpatient basis by physicians, dentists, and other practitioners of the medical or healing arts, and the provision of medical testing and analysis services. Typical uses

include clinics and offices for doctors of medicine, dentists, chiropractors, osteopaths, optometrists; blood banks and medical laboratories.

*Military service* means a facility used or intended to be used by a branch of the U.S. Armed Forces, including military reserves.

*Mining or quarrying* means the extraction of metallic and nonmetallic minerals, excluding oil or natural gas. Typical include sand and gravel pit operations, quarries and mines.

*Mobile home sales* means an establishment primarily engaged in the display and sale of mobile homes or manufactured housing units.

*Modular home* means ~~a structure, transportable in more than one section, that is not built on a permanent chassis and is designed for use with a permanent foundation when connected to the required utilities. Such structure shall conform to the provisions of the applicable building code at the time of its construction. Such structure will be allowed anywhere that site-built housing is a permitted use~~ a manufactured residential structure built to a nationally-recognized and accepted construction standard published by the Building Conference of America (BOCA) or the International Conference of Building Officials (ICBO) and the unit is inspected and certified at the factory that it meets said standard.

~~*New construction* means for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial flood insurance rate map (FIRM) or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by the city and includes any subsequent improvements to such structures.~~

*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the city.

*Nonconforming lot of record* means ~~an unimproved~~ a lot that does not comply with the lot area and yard regulations ~~requirements~~ for any permitted use in the zoning district in which it is located, and was part of a recorded subdivision of a parcel of land, the deed to which was recorded prior to the adoption of zoning and or subdivision regulations.

*Nonconforming structure* means any building or structure in existence at the time of the effective date of these regulations that does not conform to the provisions of the same.

*Nonconforming use* means any land occupied by a use at the time of the effective date of the ordinance from which this chapter is derived that does not conform with the provisions of the same.

*Oil or gas drilling/refining* means the subsurface extraction or refining of oil or natural gas.

*Open space* means the lot area unoccupied by a building, parking areas, and driveways, which is either landscaped or developed for recreational use by the occupants of such premises.

*Overlay district* means a district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.

*Parking lot, commercial*, means an area used or intended to be used for the off-street parking of operable motor vehicles on a temporary basis, other than as accessory parking to a principal use.

*Parking space, off-street*, means a paved area constructed of concrete or asphalt or similar material that is at least nine feet wide and 18 feet deep, enclosed or unenclosed, to store one automobile, having the minimum dimensions as determined by the community development ~~and~~ ~~public affairs~~ director, to which an automobile has direct access.

*Parks and recreation* means a park, playground or community facility, owned by or under the control of a public agency or homeowners' association that provides opportunities for active or passive recreational activities.

*Person* means any individual, firm, copartnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee or other similar representative thereof.

*Planned development* means a tract of land under single ownership or control at least one acre in size that is to be developed in accordance with a plan adopted by resolution and the boundaries of which are established by the zoning district map.

*Planning and zoning commission* means the city planning and zoning commission; also called the "planning commission" and "commission."

*Post office* means a facility used for the collection, sorting and distribution of U.S. mail among several zip code areas and having limited retail services for the public, such as the sale of stamps, postcards and postal insurance.

*Printing and publishing* means the production of books, magazines, newspapers and other printed matter, and record pressing and publishing, engraving and photoengraving, but excluding businesses involved solely in retail photocopying, reproduction, photo developing or blueprinting services.

*Recreation and entertainment, indoor*, means an establishment offering recreation, entertainment or games of skill to the public for a fee or charge and that is wholly enclosed in a building. Typical uses include bowling alleys, indoor theaters, bingo parlors, pool halls, billiard parlors and video game arcades.

*Recreation and entertainment, outdoor*, means an establishment offering recreation, entertainment or games of skill to the public for a fee or charge, wherein any portion of the activity takes place in the open. Typical uses include archery ranges, batting cages, golf driving ranges, drive-in theaters, and miniature golf courses.

*Recreational vehicle* means a vehicle which is:

- (1) Built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projections;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

*Recycling* means the return of municipal solid waste items, most notably, glass, paper, aluminum, steel, other metals, motor oil, yard waste and plastics, for reuse or remanufacture as a usable product.

*Recycling collection center* means a building and/or site, with more than 1,000 square feet in area, in which source separated recoverable materials, such as newspapers, glassware and metal cans are collected, stored, flattened, crushed or bundled prior to shipment to others who will use those materials to manufacture new products. The materials are stored on-site in bins or trailers for shipment to market.

~~*Regulatory flood elevation* means the water surface elevation of the 100-year flood.~~

*Religious assembly* means a site used by a bona fide religious group primarily or exclusively for religious worship and related religious services, including a place of worship, retreat site or religious camp.

*Repair service* means an establishment primarily engaged in the provision of repair services to individuals and households, but excluding vehicle repair services. Typical uses include appliance repair shops.

*Research service* means an establishment engaged in conducting basic and applied research including production of prototype products when limited to the minimum scale necessary for full investigation of the merits of a product, excluding production of products used primarily or customarily for sale or for use in non-prototype production operations.

*Residential care facility* means a Residential Care Facility I, Residential Care Facility II, Intermediate Care Facility, or Skilled Nursing Facility, as those terms are defined in RSMo ch. 198. The term "residential care facility" does not include a hospital.

*Restaurant* means a building wherein food is prepared and served to the public in ready-to-eat form, including a bed and breakfast home or inn. The term "restaurant" includes cafe, cafeteria, grill, pizza parlor, diner, snack shop, hamburger shop and steak house.

*Reverse vending machine* means a machine in which recyclable materials are deposited in exchange for cash.

*Safety service* means a facility for conduct of public safety and emergency services, including fire and police protection services and emergency medical and ambulance services.

*Salvage yard* means an area of land with or without a building used for or occupied by a deposit, collection or storage of used or discarded materials such as wastepaper, rags or scrap material, or used building materials, house furnishings, machinery, motor vehicles or parts thereof with or without the dismantling, processing, salvage, sale or other use or disposition of the same. Such materials shall be stored ~~outside~~ ~~inside~~ a completely enclosed building. A salvage yard shall also include the dismantling or wrecking of used motor vehicles or trailers, or the storage, sale or dumping of dismantled or wrecked vehicles or their parts. The presence on any lot or parcel of land of two or more motor vehicles, which for a period exceeding 30 days have not been capable of operating under their own power or from which parts have been removed for reuse or sale, shall cause the parcel to be considered to be a salvage yard.

*School, elementary, middle or high*, means the use of a site for instructional purposes on an elementary or secondary level.

*Service station* means any building or land used for the sale or retail of automobile fuels, oils and accessories, including lubrication of automobile and replacement or installation of minor parts and accessories, but not including major repair work such as motor replacement, body and fender repair or spray painting.

*Shooting range* means an outdoor facility used or intended to be used for the discharge of firearms at targets.

*Sign* means any structure or part thereof or any device attached to, printed on or represented on a building, fence or other structure, upon which is displayed or included any letter, word, model, banner, flag, pennant, insignia, decoration, device or representation used as, or which is in the nature of, an announcement, direction, advertisement, or other attention-directing device. A sign shall not include a similar structure or device located within a building except illuminated signs within show windows. A sign includes any billboard. It does not include a flag, pennant or insignia of any of the following:

- (1) Any nation or association of nations;
- (2) Any state, city or other political unit;
- (3) Any political, charitable, educational, philanthropic, civic drive, movement or event.

*Solid waste collection/processing* means recycling collection centers, incinerators, processing facilities, materials recovery facilities, solid waste transfer stations or any facility where municipal solid wastes are salvaged, sorted, processed or treated.

*Solid waste transfer station* means a facility where solid waste or recyclable material is transferred from collection vehicles (some sorting may occur) to long distance hauling vehicles for transportation to a central solid waste management facility for processing, disposal, incineration or resource recovery.

*Source separation* means materials that are separated from the municipal solid waste stream at the point of origin for the purpose of recycling. For example, households separating paper, glass and aluminum from the rest of the solid waste.

~~*Special flood hazard area. See Area of special flood hazard.*~~

*Start of construction, for floodplain management purposes*, means the date the building permit was issued, including for substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. ~~Permanent Start of construction~~ does not include land preparation, such as clearing, grading and filling; the installation of streets and/or walkways; excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

*Stockyard* means a non-farm based facility used or intended to be used for selling or holding livestock.

*Street* means any public way.

*Structural alteration* means any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any complete rebuilding of the roof or the exterior walls. For the purpose of these regulations, the following shall not be considered a structural alteration:

- (1) Attachment of a new front where structural supports are not changed.
- (2) Addition of fire escapes where structural supports are not changed.
- (3) New windows where lintels and support walls are not materially changed.
- (4) Repair or replacement on non-structural members.

*Structure* means a walled and roofed building that is principally above ground, a manufactured home or gas or liquid storage tank that is principally above ground. The term does not include fences or public structures such as utility poles, street light fixtures and street signs. ~~For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.~~

~~For flood insurance purposes, a walled and roofed building, other than a gas or liquid storage tank, that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation; the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.~~

*Studio, television or film*, means an establishment primarily engaged in the provision of recording or broadcasting services accomplished through the use of electronic mechanisms.

*Subdivision* means the division of a parcel of land into two or more lots, or other divisions of land; said term shall include resubdivision and, when appropriate to the context, shall relate to the process of subdividing or to the land or territory subdivided.

*Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

*Substantial improvement.*

- (1) The term "substantial improvement" means any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term "substantial improvement" includes structures that have incurred substantial damage, regardless of the actual repair work performed.
- (2) The term "substantial improvement" does not, however, include either:
  - a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications that have been identified by the community development and public affairs director and that are the minimum necessary to assure safe living conditions; or
  - b. Any alteration of an historic structure, provided that the alteration will not preclude the structure's continued designation as an historic structure.

*Townhouse* means a building containing two or more dwelling units, which dwelling units are separated by a party wall and which dwelling units are designed and intended to be separately owned in fee under the condominium statutes of the state.

*Trailer* means and includes a separate vehicle not driven or propelled by its own power, drawn by some independent power. For purposes of these regulations, the term "trailer" shall not include mobile, manufactured or modular homes.

*Transit facility* means a facility used or intended to be used as an area for loading, unloading and interchange of transit passengers. Typical uses include bus terminals, rail stations and passenger related mass transit facilities.

*Use* means the specific purpose for which land or a building is used.

*Utility, major*, means generating plants; electrical switching facilities and primary substations; water and wastewater treatment plants; water tanks; and radio, television and microwave

transmission towers; and similar facilities of agencies that are under public franchise or ownership to provide the public with electricity, gas, heat, steam, communication, rail transportation, water, sewage collection or other similar service. The term "utility, major," shall not be construed to include corporate or general offices, gas or oil processing, manufacturing facilities, postal facilities or other uses defined in this section.

*Utility, minor,* means services and facilities of agencies that are under public franchise or ownership to provide services that are essential to support development and that involve only minor structures, such as poles and lines.

*Vacant site* means a site on which there are no buildings or structures or a site on which there are only accessory buildings or paved surfaces.

*Variance* means an appeal from the provisions of these regulations granted by the ~~planning commission~~ **Board of Zoning Adjustment**, where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the regulations. Variances shall apply to the **location**, construction or alteration of buildings or structures, ~~excluding the use of land~~, so that the spirit of the ordinance shall be observed, public safety and welfare secured and substantial justice done. ~~For the purposes of the floodplain overlay district, a variance is a grant of relief to a person from the requirements of the floodplain overlay district but shall not permit any use not permitted in the zoning district.~~

*Vehicle repair, general,* ~~means an establishment primarily engaged in painting of or bodywork to motor vehicles or heavy equipment. Typical uses include paint and body shops~~ means an establishment primarily engaged in painting of or bodywork to motor vehicles or heavy equipment. Typical uses include paint and body shops.

*Vehicle repair, limited,* ~~means a use providing automobile repair or maintenance services within completely enclosed buildings, but not including general vehicle repair services~~ means an establishment providing vehicle repair and maintenance services such as brake, muffler, exhaust systems, automotive glass, wheel alignment, tire sales and repair, engine tune up, lubrication and other similar minor repair and maintenance services provided they are within a completely enclosed building.

*Violation of floodplain-management regulations* means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in these regulations is presumed to be in violation until such time as that documentation is provided.

*Vision triangle* means a triangular area at a street **or driveway** intersection in which nothing shall be erected, placed (including automobiles, trucks and other large vehicles or trailers), planted, or allowed to grow in such a manner as to materially impede vision and, therefore, the safety of vehicles and pedestrians, between the height of 30 inches and ten feet above the grades of the bottom of the curb of the intersecting streets **or driveways**. Such area on a corner lot shall have two sides that are measured from the center of the lot line intersection and a third side across the lot joining the ends of the other two sides. Where the lot lines at intersections have rounded corners, the lot lines will be extended in a straight line to a point of intersection. In all residentially zoned districts, the vision triangle shall have the requirement that the two sides forming the corner lot line **or driveway** intersection shall be a minimum distance of 30 feet from the center of the lot line intersection, and in all other zoning districts such distance shall be a minimum of 20 feet (except that there shall be no vision triangle requirements in the Town Square Overlay District).

*Vocational school* means a use providing education or training in business, commercial trades, language, arts or other similar activity or occupational pursuit, and not otherwise defined as a "College or University" or "School."

*Warehouse, residential storage* means an enclosed storage facility containing independent, fully enclosed bays that are leased to individuals exclusively for dead storage of their household goods or personal property.

*Warehousing and wholesale* means an establishment primarily engaged in the storage or sales of materials, equipment, or products or sales to wholesalers or retailers. Typical uses include cold storage, warehousing and dead storage facilities, but excluding residential storage warehouses and sales of good to the general public.

*Yard* means a required open space, other than a court, unoccupied and unobstructed by any structure or portion of a structure from the ground upward, provided, however, that fences, walls, poles, posts, and other customary yard accessories, ornaments and furniture may be permitted in any yard subject to height limitations and requirements limiting obstruction of visibility.

*Yard, front,* means a yard extending across the full width of the lot, the depth of which is the least distance between the lot line or road easement or right-of-way line and the front building line.

*Yard, rear,* means a yard extending across the full width of the lot between the rear building line and the rear lot line, the depth of which is the least distance between the rear lot line and the rear building line.

*Yard, side,* means a yard between the side building line and the side lot line and extending from the front yard to the rear yard and being the least distance between the side lot line and the side building line.

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

**Date:** August 8, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Tom Cole, City Administrator

**Resolution No.:** R-3013-17

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

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

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



**Action Requested:** Approve Watkins Lithographic, Inc. as the contract provider for our newsletter printing.

**Recommendation:** Approve the resolution.

**Analysis:** The City of Raytown currently provides four quarterly newsletters to our residents. The City put out a request for sealed bids for the printing of the newsletter and received submissions from six firms. After much evaluation and review staff ultimately decided to continue with our relationship with Watkins Lithographic, Inc. due to the detail and clarity provided in their samples which is what we desire to advance the opportunities and perception of Raytown. This decision was based on their proven experience with municipal government newsletters and the sample provided was extremely clear and crisp with an emphasis on creative and eye-catching design along with the preservation of City staff time, as all artwork is procured and provided by the vendor.

**Alternatives:** Not approve the agreement and search for another alternative.

**Budgetary Impact:**

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

Amount Requested:                   \$28,000.00  
  101.00.00.100.52500-Printing and Promotions

**Additional Reports Attached:** Bid Tabulation

**A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS TO WATKINS LITHOGRAPHIC, INC. IN AN AMOUNT NOT TO EXCEED \$28,000.00 FOR FISCAL YEAR 2016-2017**

**WHEREAS**, the City of Raytown issued an invitation to bid for the printing of the City of Raytown's newsletter; and

**WHEREAS**, the City received six (6) bids in response to the invitation and has determined that the bid submitted by Watkins Lithographic, Inc. was the most advantageous bid received; and

**WHEREAS** the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve the expenditure of funds to Watkins Lithographic, Inc. in an amount not to exceed \$28,000.00 for fiscal year 2016-2017;

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

**THAT** the expenditure of funds for utilization of Watkins Lithographic, Inc. in an amount not to exceed \$28,000.00 for fiscal year 2016-2017 is hereby authorized and approved; and

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

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 15<sup>th</sup> day of August, 2017.

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

ATTEST:

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

Approved as to Form:

\_\_\_\_\_  
George E. Kapke, City Attorney

**NEWSLETTER BUDGETING**

<b>Submitted Proposal Numbers</b>						
	<b>Flavor Creative</b>	<b>Service Printing and Graphics</b>	<b>Neal/Settle Printing</b>	<b>Fire Engine Design</b>	<b>UPS Store</b>	<b>Watkins Lithographic</b>
Design	\$ 2,800.00	\$ 800.00	\$ -	\$ 4,850.00	\$ 100.00	\$ -
Printing	\$ -	\$ 4,169.00	\$ -	\$ 6,395.00	\$ 8,960.00	\$ 4,285.00
Mailing	\$ -	\$ 535.00	\$ -	\$ -	\$ 480.00	\$ 412.00
Postage	\$ -	\$ 2,419.00	\$ -	\$ 4,384.00	\$ 2,832.00	\$ -
<b>TOTAL</b>	<b>\$ 2,800.00</b>	<b>\$ 7,923.00</b>	<b>\$ 7,700.00</b>	<b>\$ 15,629.00</b>	<b>\$ 12,372.00</b>	<b>\$ 4,697.00</b>

<b>STANDARDIZED FOR COMPARISON (no postage)</b>					
	<b>Flavor/Watkins</b>	<b>Service Printing and Graphics</b>	<b>Neal/Settle Printing</b>	<b>Fire Engine Design</b>	<b>UPS Store</b>
Design	\$ 2,800.00	\$ 800.00	\$ -	\$ 4,850.00	\$ 100.00
Print	\$ 4,285.00	\$ 4,169.00	\$ -	\$ 6,395.00	\$ 8,960.00
Mailing	\$ 412.00	\$ 535.00	\$ -		\$ 480.00
Combo			\$ 7,700.00		
<b>TOTAL</b>	<b>\$ 7,497.00</b>	<b>\$ 5,504.00</b>	<b>\$ 7,700.00</b>	<b>\$ 11,245.00</b>	<b>\$ 9,540.00</b>

<b>Cost of Current Newsletter (Flavor Creative + Watkins)</b>	
Design	\$ 2,800.00
Printing	\$ 4,697.00
Postage	\$ 2,403.59
<b>TOTAL</b>	<b>\$ 9,900.59</b>

<b>Cost of Current Newsletter without Mailing or Postage</b>	
Design	\$ 2,800.00
Printing	\$ 4,285.00
<b>TOTAL</b>	<b>\$ 7,085.00</b>

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

**Date:** August 10, 2017

**Resolution No.:** R-3014-17

**To:** Mayor and Board of Aldermen

**From:** Damon Hodges, Public Works Director

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

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



**Action Requested:** Approve the Resolution authorizing submission of an application for a MARC Solid Waste Management District Grant Program.

**Analysis:** Staff is requesting permission to submit a grant application for a Solid Waste Management Grant Program through Mid-America Regional Council. Funding through this program can be used for education, waste reduction, re-use, recycling, composting, collection and processing, research and development and market development for products made with diverted materials. The grants are for one-year projects and we would be utilizing any funds received for the City's Clean-Up Coupon program.

**Alternatives:** Do not apply for the grant.

**A RESOLUTION AUTHORIZING AND APPROVING PARTICIPATION BY THE CITY OF RAYTOWN IN A GRANT APPLICATION TO THE MID-AMERICA REGIONAL COUNCIL FOR A SOLID WASTE MANAGEMENT PROGRAM GRANT**

**WHEREAS**, the City of Raytown currently has a clean-up program which is offered to our residents; and

**WHEREAS**, grant funding is available from Mid-America Regional Council to assist the City with this program and the City of Raytown desires to submit applications for such funding; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City to authorize and approve submission of such applications to the Mid-America Regional Council for grant funding authorized by the Solid Waste Management District Program Grant;

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

**THAT**, participation in the Solid Waste Management District Program Grant through Mid-America Regional Council is hereby approved;

**FURTHER THAT**, application for the Solid Waste Management District Program Grant is hereby authorized and approved;

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

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 15<sup>th</sup> of August 2017.

ATTEST:

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

\_\_\_\_\_  
Teresa Henry, City Clerk

Approved as to Form:

\_\_\_\_\_  
George E. Kapke, City Attorney

# Overview



The **MARC Solid Waste Management District Grant Program** provides grant funds to local governments, private businesses, nonprofit organizations and individuals for implementing waste reduction, reuse and recycling projects.

All projects must intend to improve and/or expand waste diversion within the MARC Solid Waste Management District, which represents Cass, Clay, Jackson, Platte and Ray counties.

Funds can be used for [various programs](#) including education, waste reduction, re-use, recycling, composting, collection and processing, research and development and market development for products made with diverted materials. Grants are for one-year projects.

## Eligibility

The district, made up of Cass, Clay, Jackson, Platte, and Ray Counties and all cities therein, receives funds from the Missouri Solid Waste Management Fund to reduce the amount of waste entering our landfills.

Any municipality, county, public institution, not-for-profit organization, private business or individual currently operating in the District is eligible to apply.

## Selection process

Applications are evaluated using criteria set forth in Missouri Department of Natural Resources (MDNR) regulations and are reviewed by a committee of five to eight volunteers, representing a variety of professional backgrounds. Recommendations for funding are presented to the [district's executive board](#) and are submitted to the state for final approval.

## Funding

A \$2.11 fee is collected on each ton of solid waste disposed in Missouri landfills or transferred to out-of-state facilities. These funds support solid waste management and diversion programs coordinated by the state's 20 solid waste districts, Missouri Department of Natural Resources, and EIERA Missouri Market Development Program.

For more information, please contact [Nadja Karpilow](#), 816-701-8226.

**CITY OF RAYTOWN  
Request for Board Action**

**Date:** August 15, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Damon Hodges, Public Works Director

**Resolution No.:** R-3015-17

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

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

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

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**Action Requested:** Authorize purchasing with DH Pace Company, Inc. DBA Overhead Door of Kansas City in an amount not to exceed \$16,214.00 for fiscal year 2016-2017.

**Recommendation:** Staff recommends for approval.

**Analysis:** During this fiscal year, Public Works will expend over \$15,000.00 with DH Pace Company, Inc. DBA Overhead Door of Kansas City.

Capital Sales Tax funds for the replacement of two overhead doors with similar insulated doors and replace one panel of a third overhead door. Replace the front pedestrian door, frame, threshold, panic bar, locks and hardware. Replace the header and jams and fill threshold as needed to improve weather tightness and energy efficiency of the south overhead door. Perform preventative maintenance on all remaining doors.

\$145.40 spent at EMS for a garage door pin.  
\$11,214 to be spent at vehicle maintenance facility.  
Approximately \$2,800 to be spent for an emergency repair at EMS.  
Another project is coming at EMS that will cost about \$1,200.

The City has 16 overhead doors that we need to maintain.

**Alternatives:** N/A

**Budgetary Impact:**

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

Fund:	Capital Sales Tax Fund	Fund:	General Fund
Account Number(s):	205.62.00.100.53250	Account Number(s):	101.62.00.100.52250
Amount to Spend:	not to exceed \$11,214.00	Amount to Spend:	not to exceed \$5,000.00

**Additional Reports Attached:** Cooperative Contract info.

**A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH DH PACE COMPANY, INC., DBA OVERHEAD DOOR COMPANY OF KANSAS CITY UTILIZING THE CITY OF KANSAS CITY, MISSOURI COOPERATIVE CONTRACT TO MAINTAIN THE OVERHEAD DOORS OF THE CITY OF RAYTOWN IN AN AMOUNT NOT TO EXCEED \$16,214.00 FOR FISCAL YEAR 2016-2017**

**WHEREAS**, the City has multiple overhead doors that need to be maintained and replaced; and

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

**WHEREAS**, the City of Kansas City, Missouri has competitively bid the maintenance of overhead doors and has determined DH Pace Company, Inc. DBA Overhead Door Company of Kansas City to be the most competitive bid; and

**WHEREAS**, the Board of Aldermen finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the expenditure of funds with DH Pace Company, Inc. DBA Overhead Door Company of Kansas City utilizing with City of Kansas City cooperative contract to maintain the City's overhead doors in an amount not to exceed \$16,214.00 for fiscal year 2016-2017;

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

THAT the expenditure of funds with DH Pace Company, Inc. DBA Overhead Door Company of Kansas City utilizing the City of Kansas City, Missouri cooperative contract to maintain the City's overhead doors in an amount not to exceed \$16,214.00 for fiscal year 2016-2017 is hereby authorized and approved; 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 15<sup>th</sup> day of August, 2017.

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

ATTEST:

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

Approved as to Form:

\_\_\_\_\_  
George E. Kapke, City Attorney

**FACILITY REPAIR AND MAINTENANCE CONTRACT**  
**CONTRACT NO. EV1743**  
**CITY-WIDE OVERHEAD AND ROLLING DOOR INSTALLATION,**  
**MAINTENANCE AND REPAIR**  
**GENERAL SERVICES DEPARTMENT**

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and DH PACE COMPANY, INC., DBA OVERHEAD DOOR COMPANY OF KANSAS CITY ("Contractor").

City and Contractor agree as follows:

**PART I**

**SPECIAL TERMS AND CONDITIONS**

**Sec. 1. Work To Be Performed.** The Specification/Scope of Work and any addenda are attached hereto and incorporated into this Contract.

**A. Attachment A – Scope of Services**

B. All materials and workmanship under this Contract shall be guaranteed by the Contractor of a period of one year from date of acceptance. Installed products may require manufacturer's warranties for longer periods of time.

**Sec. 2. Term of Contract.**

A. The work to be performed under this contract shall begin on the date specified in the written Notice to Proceed issued by the Manager of Procurement Services. The initial term of the Contract shall be one year from the date specified in the written Notice to Proceed.

B. The City shall have a unilateral right to renew this Contract for up to four additional one year terms in accordance with the Contract Documents. The Manager of Procurement Services is authorized to extend the term of this contract and time of performance for this Contract.

C. Neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.

D. The date of the first Purchase Order issued by the City is the effective date of this Contract.

**Sec. 3. Purchase Orders.**

A. City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance.

- B. City shall not have any financial obligations to Contractor under this Contract until the City issues a Purchase Order to Contractor.
- C. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City.

**Sec. 4. Compensation.**

- A. The maximum amount that City shall pay Contractor is set forth in these Contract documents including **Attachment A – Scope of Services** and **Attachment B – Bid Form**. Contractor shall provide all work at the prices contained in Contractor's Bid Form that is incorporated herein by reference.
- B. Contractor shall submit invoice in a form acceptable to the City on a monthly basis.
  - 1. Payment shall be made on a time and material basis or when applicable, the maximum not-to-exceed proposed lump sum, whichever is lowest.
  - 2. Invoices are due by the fifth (5<sup>th</sup>) day of each calendar month for the work completed in the preceding calendar month.
  - 3. Invoices shall be completed for each completed Work Order and shall include the Work Order Number and the following information:
    - a. Complete description of work performed.
    - b. Applicable location of services by code in accordance with **Attachment A**.
    - c. Itemized listing of labor, parts, materials, and equipment.
    - d. Copies of distributors' invoices for all materials rental equipment and other allowable expenses showing cost to Contractor and cost with mark-up applied as applicable.
    - e. Total hours worked by each trade and applicable hourly wage rate bid.
    - f. Manufacturer's Warranty information if applicable.
- C. No request for payment will be processed unless it is accompanied a copy of the monthly Maintenance Record.
- D. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- E. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- F. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

G. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.02 Project Workforce Monthly Report and 00485.03 Company-Wide Workforce Monthly Report submitted to the City's Human Relations Department. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

H. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

**Sec. 5. Notices.** All notices required by this agreement shall be in writing sent to the following:

**City:**

**Department**        General Services  
**Director**            Cedric Rowan  
**Address**            1<sup>st</sup> Floor, City Hall, 414 East 12<sup>th</sup> Street, Kansas City MO 64106  
**Phone**                816.513.1592  
**Fax**                    816.513.1156  
**Email**                [cedric.rowan@kcmo.org](mailto:cedric.rowan@kcmo.org)

**Contractor**        DH Pace Company, Inc., dba Overhead Door Company of Kansas City  
**Contact**            Pamela Glawson  
**Address**            1120 Clay  
                              North Kansas City, MO 64116  
**Phone**                816-221-0072  
**Fax**                    816-410-0545  
**Email**                [Pamela.glawson@dhpace.com](mailto:Pamela.glawson@dhpace.com)

All notices are effective a) when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or e) three business days after the date of mailing, whichever is earlier.

**Sec. 6. Merger.** This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

**Sec. 7. Conflict Between Contract Parts.** In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling.

**Sec. 8. Minority and Women's Business Enterprises.** City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. Contractor agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in City's Code Sections 38-84 through 38-100.8 and as hereinafter amended. Contractor shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is incorporated herein as part of the Bid-Form. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

**Sec. 9. Bonds and Surety.** Contractor shall furnish a Performance and Maintenance and Payment Bond, to City on City furnished forms, executed by a Surety, in the amount of this Contract guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes thereto, including those terms under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of worker required to perform under this Contract; guaranteeing the payment of all obligations as provided in Section 107.170 RSMo.; and guaranteeing the services and work against faulty workmanship and faulty materials.

- A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds or insurance policies for the limits and coverages so required. All surety and insurance companies shall hold an A.M. Best rating of B+, V, or better.
- B. These Bonds shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- C. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

**Sec. 10. Subcontracting.**

- A. Contractor shall not employ or retain any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom City has a reasonable

objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City's Minority and Women's Business Enterprise Program as a result of the Subcontractor's failure to comply with any of the requirements of the provisions of Chapter 38 of the City's Code as determined by the Director of the Human Relations Department. Contractor shall insert this provision in any subcontractor agreement associated with this Contract. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. Contractor shall submit required information for all Subcontractors on Form 01290.09 - Subcontractors and Major Material Suppliers List, provided in these Contract Documents, prior to Subcontractor beginning Work at the Site.
- C. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

**Sec. 11. Prevailing Wage.**

A. Prevailing Wage.

- 1. Contractor shall comply and require its Subcontractors to comply with;
  - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and
  - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and
  - c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and
  - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
- 2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
- 3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps

are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.

4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's:
  - a. "Certified Payroll Report" Form indicating the worker's name, address, social security number, occupation(s) and craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project; and
  - b. "Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group & skill and the workers' hours. City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors; and
  - c. "Payroll Certification" Form. Contractor shall prepare and shall require each Subcontractor to prepare a "Payroll Certification" Form to accompany the Certified Payroll Report. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

Copies of City's "Certified Payroll Report" form, the Daily Labor Force Report and Payroll Certification Form are included in the Project Manual and are collectively referred to in this Section as the "Records."

6. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.

7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
8. If the Contract Price exceeds \$250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.
9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.
10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.
11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.
12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.

B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.

1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.
2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.
2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>.
3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and

City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

**Sec. 12. OSHA 10-Hour Training Requirement.** CONTRACTOR and any subcontractor working under this Contract shall require every employee on the Site to complete a ten-hour construction safety program which meets the requirements of Section 292.675, RSMo, except for those employees who shall have previously completed the required program and hold documentation to that effect. CONTRACTOR shall remove or require the removal of any person from the Site who is subject to this requirement and who does not complete or is unable to produce documentation of their successful completion of the required program within the time limitations prescribed by Section 292.675, RSMo. CONTRACTOR shall forfeit the sum of two thousand five hundred dollars (\$2,500.00), in addition to one hundred dollars (\$100.00) per employee each calendar day, or portion thereof, the employee(s) shall continue to be employed without having completed the required program within the time limitations prescribed by Section 292.675, RSMo. CITY shall be entitled to withhold and retain any amounts due and owing hereunder when making payment to CONTRACTOR.

**Sec. 13. Open Excavations.**

- A. Required excavations shall be restored to the level of the adjacent surfaces as soon as practicable. Unsupervised open excavations on public properties are discouraged at all times. Every person who for any purpose makes or causes to be made any excavation in, upon, under, through or adjoining any street, sidewalk, alley, park, boulevard, parkway or any other public properties, and shall leave any part or portion thereof open shall provide effective protection to the public.
- B. All excavations in roadways shall be protected and secured in compliance with existing federal, state and local codes and standards, including, but not limited to the most current edition of the Manual of Uniform Traffic Control Devices.
- C. All unsupervised excavations not within roadways shall be protected and secured. A protective cover over an excavation shall be installed so that it can sustain the weight of any persons and/or objects placed upon it. The cover shall be fixed to the ground so it cannot be moved. Protective covers shall have no opening(s) or protuberance(s) of sufficient size to cause a fall and/or injury. Advance warning devices shall be installed as necessary.
- D. Any excavation that is not covered shall be fenced in such a way that the fence surrounds the entire area under excavation so as to prevent entry by any persons. The fencing shall be a minimum of 42" in height. The fence shall be constructed in such a manner that it is adequately secured and will remain upright at all times under normal site conditions.
- E. All protective coverings and/or fences on excavations shall be inspected at least daily to assure integrity. Protective coverings and/or fences in heavily trafficked areas shall be inspected more often as necessary.

**Sec. 14. Attachments to Part I.** The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

- Attachment A – Scope of Services**
- Attachment B – Bid Form Contract**

**Attachment C – HRD Forms & Instructions**

HRD 07 Instructions for Non-Construction Bids  
HRD 13 Affidavit of Intended Utilization  
00450 HRD 8: Contractor Utilization Plan/Request for Waiver  
00450.01 Letter of Intent to Subcontract  
00460 HRD 10: Timetable for MBE/WBE Utilization  
00470 HRD 11: Request for Modification or Substitution  
01290.14 Contractor Affidavit for Final Payment  
01290.15 Subcontractor Affidavit for Final Payment  
00485 HRD Monthly Reporting Forms  
00485.01 M/WBE Monthly Utilization Report  
00485.01.1 M/WBE Monthly Utilization Report Instructions  
01290.14 Contractor Affidavit for Final Payment  
01290.15 Subcontractor Affidavit for Final Payment

**Attachment D - Bonds**

00610 Performance and Maintenance Bond  
00615 Payment Bond

**Attachment E – 00830 Wage Rate Requirements**

Annual Wage Order

County – Cass, Clay, Jackson, Platte or Ray

Work Type: State – Heavy

State – Building

01290.03 Certified Payroll Instructions  
01290.04 Certified Payroll Example  
01290.05-06 Certified Payroll Report  
01290.07 Payroll Certification  
01290.08 Wage Rate Verification Questionnaire  
01290.09 Subcontractors and Major Material Suppliers List  
01290.11 Daily Labor Force Report

**Attachment F – 00560 Missouri Project Exemption Certificate**

00560.01 Kansas City Missouri Tax Exempt Certificate

**Attachment G – 00620 Insurance Certificate**

**Attachment H – 00630 Revenue Clearance Release Authorization**

**Attachment I - 00515.01 Employee Eligibility Verification Affidavit**

**Sec. 15. Missouri Sales Tax Exemption.** Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

**Sec. 16. Intellectual Property Rights.** Contractor agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works (“copyrightable works”) conceived, reduced to practice or made by Contractor or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work Contractor or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Contractor is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property

of City. Contractor hereby assigns to City any rights it may have in such copyrightable works. Contractor shall cooperate with City in obtaining any copyrights or patents.

**Sec. 17. Professional services certification.** Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Agreement, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

**Sec. 18. Emergencies.**

- A. Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- B. During and after a disaster, Contractor shall provide special services to the City including Contractor shall open Contractor's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- C. Contractor shall not charge City any fee for opening facilities during an emergency or for extending Contractor's hours of operation during a disaster. City shall pay Contractor the agreed upon contract prices for all purchases made by City during the disaster and Contractor shall not charge City any additional mark-up, fee or cost for any purchases made by City during a disaster.
- D. Contractor shall quickly mobilize Contractor's internal and external resources to assist City when a disaster unfolds.
- E. Extended hours and personnel. During disasters, Contractor's facilities shall stay open 24 hours if requested by the City. Contractor shall utilize additional Contractor personnel to take CITY orders if necessary. Contractor's Call Center shall accept phone orders 24 hours a day.
- F. Contractor shall have contingency plans with Contractor's suppliers to provide additional supplies and equipment quickly to City as needed.
- G. Contractor shall cooperate with City to properly document any and all expenses incurred by City with Contractor and Contractor shall assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

**CITY OF RAYTOWN  
Request for Board Action**

**Date:** August 15, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Damon Hodges, Public Works Director

**Resolution No.:** R-3016-17

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

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

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



**Action Requested:** Board of Aldermen approval of the Professional Services Agreement with GBA for inspection services for the 59<sup>th</sup> Street Sidewalks Project in an amount not to exceed \$62,399.40.

**Recommendation:** Staff recommends approval of the Professional Services Agreement.

**Analysis:** The 59<sup>th</sup> Street Sidewalks construction project is scheduled to begin construction in September of 2017. This is a complex construction project that will require a significant amount of labor-intensive oversight. It is estimated that adequate inspection of this project will require approximately 6 hours per day through the duration of the aggressive 90-day construction schedule.

As a means to provide adequate inspection and testing throughout the project, staff requested a cost proposal from GBA utilizing the MoDOT 2014-2017 LPA Consultant On-Call List. The proposal includes the oversight of all construction activities, utility coordination, the upkeep of all required daily inspection notes and forms, communications with City staff and surrounding property owners, bi-weekly progress meetings, coordination of all required testing, and the completion of as-builts. Their attached proposal is for \$59,428.00.

Staff interviewed a handful of consulting firms for these inspection services. GBA is our choice for this project. Other firms interviewed were Affinis, Garver, TranSystems, and CFS Engineers.

Staff is recommending BOA approval to be 5% higher than this estimate, to cover unforeseen circumstances that may arise with this project = \$62,399.40.

**Alternatives:** Significant risk for non-compliance with federal and state inspection & testing standards.

**Budgetary Impact:**

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

**From:**  
Transportation Sales Tax Fund Reserve Balance  
Amount: \$62,399.40

**To:**  
Transportation Sales Tax Fund  
Amount: \$62,399.40

**Additional Reports Attached:** Costs and Expenses table.

**A RESOLUTION AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GBA FOR INSPECTION SERVICES FOR THE 59<sup>TH</sup> STREET SIDEWALKS PROJECT IN AN AMOUNT NOT TO EXCEED \$62,399.40 AND AMEND THE FISCAL YEAR 2016-2017 BUDGET**

**WHEREAS**, the City desires to engage the services of GBA to provide construction inspection services for the 59<sup>th</sup> Street Sidewalks Project; and

**WHEREAS**, staff interviewed multiple consulting firms for these inspection services and GBA was chosen to provide such inspection services; and

**WHEREAS**, the City Administrator is authorized and empowered by the City to execute contracts providing for professional services, upon approval by the Board of Aldermen; 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 GBA for inspection services for the 59<sup>th</sup> Street Sidewalks Projects, and

**WHEREAS**, to utilize such services, it is necessary to amend the fiscal year 2016-2017 budget;

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

**THAT** the agreement with GBA for inspection services for the 59<sup>th</sup> Street Sidewalks Project in an amount not to exceed \$62,399.40 for fiscal year 2016-2017 is hereby authorized and approved; and

**FURTHER THAT**, the fiscal year 2016-2017 budget is hereby amended as follows; and

<b>From:</b>	<b>To:</b>
Transportation Sales Tax Fund Reserve Balance	Transportation Sales Tax Fund
Amount: \$62,399.40	Amount: \$62,399.40

**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 15<sup>th</sup> day of August, 2017.

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

ATTEST:

Approved as to Form

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

\_\_\_\_\_  
George E. Kapke, City Attorney

CLASSIFICATION	PRIN	Sr. ASC	DTI	CLI	TOTAL		TOTAL
HOURLY CHARGEOUT RATE	\$268	\$219	\$95	\$87	HOURS	Mileage	COST
<b>Construction Inspection</b>							
<b>Pre-construction</b>							
Preconstruction conference		2	2		4	\$27.00	\$655.00
Set up documentation (books & electronic)			16	2	18		\$1,694.00
Utility coordination					0		\$0.00
Site meetings/constructability		4	4		8	\$54.00	\$1,310.00
<b>Construction</b>							
Daily inspection (6 hrs per day for 65 days)		8	390		398	\$1,755.00	\$40,557.00
Materials testing							\$6,300.00
<b>Post construction</b>							
Punchlist & inspection of remedial work (included in calendar days)			0		0	\$216.00	\$216.00
Final paperwork (Books, as-builts, certifications, computations, etc.)		2	40		42	\$108.00	\$4,346.00
<b>Project Management</b>							
Provide General Project Management, Supervision, and Coordination	1	8			9	\$54.00	\$2,074.00
Project coordination meetings (2)		4	4		8	\$324.00	\$1,580.00
Project administration				8	8		\$696.00
<b>TOTAL</b>	<b>1</b>	<b>28</b>	<b>456</b>	<b>10</b>	<b>495</b>	<b>\$2,538.00</b>	<b>\$59,428.00</b>
<b>Assumptions</b>							
8 hours a day for the 65 days - 90 calendar days	<u>Concrete</u>						
**90 calendar days - 13 weeks @ 5 days/week = 65 working days	Slump/air	\$1,820.00	estimated 14 tests (one test/day)- 2 hr/test @ \$65/hr				
		\$1,120.00	plus \$80.00/trip				
All punchlist items and inspection of punchlist completed within 5 working days	(Testing required at beginning of each pour)						
Contractor not working weekends or OT that requires inspection	Gradations	\$180.00	2 - aggregates - 1 gradation each - assuming all PCC uses same aggregates				
Material Testing - see breakdown to right	Cylinders	\$630.00	14 test w/ 3 cylinders per test @ \$15/cylinder				
		\$1,400.00	pickup @ \$100 per set				
	(Testing required at beginning of each pour unless quantity is < 3 cuyd)						
	Aggregate Base Gradation	Accepted on certification due to small quantity					
	<u>Soils (assuming one type of soil)</u>						
	Proctor	\$150.00					
	Atterburg	\$50.00					
	Sp Gr & Absorb	\$150.00					
	Shale content	\$75.00					
	Densities	\$1,300.00	4/day @ 5 days - 4hr @ \$65/hr				
		\$400.00	trip charge				
	<u>Asphalt</u>						
	Extraction/gradation	\$125.00					
	Coring	\$455.00	Coring crew (2 techs @ 3 hrs + 1 MoDOT Tech @ 1 hr) @ \$65/hr				
		\$160.00	trip charge				
		\$200.00	lab testing (core density 8 @ \$25)				
		\$135.00	lab testing (bulk density (set of 3) @ \$135)				
		\$150.00	Coring equipment				
	<u>Project Admin</u>						
	PM 10 hrs @ \$115	\$1,150.00					
	TOTAL =	<b>\$6,300.00</b>					

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

**Date:** August 11, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Damon Hodges, Public Works Director

**Resolution No.:** R-3017-17

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

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

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

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**Action Requested:** Board of Aldermen approval of a budget amendment to utilize Transportation Sales Tax fund balance reserve.

**Recommendation:** The Public Works Department is recommending an amendment to the annual granite seal project to include fiscal year 2015-2016 and fiscal year 2016-2017.

**Analysis:** In fiscal year 2015-2016 the Annual Chip Seal project was awarded to Vance Brothers, Inc. The City made the decision in September of 2016 to postpone the annual project to the following year, the Fall of 2017. The unspent funds from the 2015-2016 project year went back into fund balance and were not reallocated during the fiscal year 2016-2017 budget

In September 2016, the City and Vance Brothers, Inc. agreed to delay our contract to the Fall of 2017 at the same bid prices of 2016. Vance Brothers, Inc. does reserve the right to negotiate a price variance should oil prices increase, this has not happened yet.

Below is a timeline of the fiscal year 2015-2016 annual chip seal project:

- Opened bids on May 20, 2016
- BOA approval of the fiscal year 2015-2016 bid from Vance Bros. on July 19, 2016 (R-2891-16)
- BOA approval to purchase stored materials on April 11, 2017 (R-2966-17). The City has already spent \$54,861.75 to Vance Bros. to purchase materials they ordered in 2016.
- Work session agenda item on 4-25-2017 about the budget amendments for granite seal/concrete.

Public works is requesting a 10% contingency to pay for potential overruns.  
 $\$516,248.05 - \$54,861.75 = \$461,386.3$  plus 10% equals  $\$507,524.93$ .

The Parks and Recreation Department has their own funds budgeted for the trail granite seal work at their park.

**Alternatives:** Do not approve the budget amendment and only granite seal the streets from the 2016 chip seal plan.

**Budgetary Impact:**

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

From:	<u>Fund Balance</u>	To:	<u>Transportation Sales Tax Fund</u>
Account:	<u>204.00.00.100.39999</u>	Account:	<u>204.62.00.100.53250</u>
Amount:	<u>\$275,000.00</u>	Amount:	<u>\$275,000.00</u>

Not to exceed \$507,524.93 from the PW Transportation Sales Tax Fund

**Additional Reports Attached:** 2017 revised costs, map of both year's work combined, Resolution approving the 2016 bid, Resolution approving purchase of materials, work session memo, Bid Tabulations from 2013 to 2016.

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH VANCE BROTHERS, INC. FOR THE 2017 GRANITE SEAL PROJECT AND APPROVING AN AMENDMENT TO THE FISCAL YEAR 2016-2017 BUDGET RELATED TO THE FISCAL YEAR 2015-2016 AND 2016-2017 GRANITE SEAL PROJECTS FOR AN AMOUNT NOT TO EXCEED \$507,524.93**

**WHEREAS**, the amendments to the annual granite seal project in which to combine fiscal year 2015-2016 and fiscal year 2016-2017 granite seal work is recommended; and

**WHEREAS**, on July 19, 2016, the 2016 Lightweight Aggregate Seal Project was awarded to Vance Brothers, Inc. for a total amount not to exceed \$352,000.00, and

**WHEREAS**, in September of 2016, the 2016 Granite Seal Project was delayed until the Fall of 2017; and

**WHEREAS**, Vance Brother's Inc has agreed to the same bid prices of the 2016 Granite Seal Project to complete the City's 2017 Granite Seal Project; and

**WHEREAS**, the City finds it is in the best interest of the citizens of the City of Raytown to enter into an agreement with Vance Brothers, Inc for the 2016-2017 Granite Seal Project and approve an amendment to the fiscal year 2016-2017 budget related to the 2016 and 2017 Granite Seal Projects for an amount not to exceed \$507,524.93;

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

**THAT** it is in the best interest of the citizens of the City of Raytown to enter into an agreement with Vance Brothers, Inc for the 2016-2017 Granite Seal Project for an amount not to exceed \$507,524.93;

**FURTHER THAT** the Fiscal Year 2016-2017 budget approved by Resolution R-2909-16 is hereby amended as follows:

<b>FROM:</b>	<b>TO:</b>
204.00.00.100.39999	204.62.00.100.53250
Transportation Fund Balance Reserve	Transportation Sales Tax Fund
\$275,000.00	\$275,000.00

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

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 15<sup>th</sup> day of August, 2017.

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

ATTEST:

Approved as to Form:

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

\_\_\_\_\_  
George E. Kapke, City Attorney



**Line Items**  
**2016-17 GRANITE SEAL PROJECT**

**Public Works Department**

				<b>Vance Brothers</b>	
Item Description	Est. Qty.	Units	Unit Price	Est. Amount	
1. Granite Chip Seal - 2016 Project	160,550	S.Y.	\$1.85	\$297,017.50	
2. Granite Chip Seal - 2017 Project	118,503	S.Y.	\$1.85	\$219,230.55	
				sub-total	<b>\$516,248.05</b>

Minus the payment for materials purchased	\$54,861.75
	<b>\$461,386.30</b>
sub-total	

Plus the 10% contingency for potential overruns	\$46,138.63
	<b>\$507,524.93</b>
Total	





**BID TABULATION**

**2016 GRANITE SEAL PROJECT**

DATE BID: Friday, May 20, 2016 at 2:00PM

	Item Description	Est. Qty.	Units	Vance Brothers		Harbour Construction		Engineers Estimate	
				Unit Price	Est. Amount	Unit Price	Est. Amount	Unit Price	Est. Amount
1.	Granite Chip Seal - Patching	32,110	S.Y.	\$2.05	\$65,825.50	\$3.50	\$112,385.00	\$2.20	\$70,642.00
2.	Granite Chip Seal - Final Surface	160,550	S.Y.	\$1.85	\$297,017.50	\$2.35	\$377,292.50	\$2.00	\$321,100.00
3.	Colman-Livengood Park, Trail Asphalt Wedging	400	S.Y.	\$21.25	\$8,500.00	\$48.15	\$19,260.00	\$27.00	\$10,800.00
4.	Colman-Livengood Park, Trail 1/8" Asphalt Wedging	2,653	TON	\$5.35	\$14,193.55	\$6.50	\$17,244.50	\$6.00	\$15,918.00
5.	Kenagy Park, Parking Lot - Crack Fill	2,113	S.Y.	\$2.54	\$5,367.02	\$3.50	\$7,395.50	\$3.50	\$7,395.50
6.	Kenagy Park, Parking Lot - Surface Seal Coating	8,000	S.Y.	\$2.00	\$16,000.00	\$2.00	\$16,000.00	\$2.50	\$20,000.00
				<b>Total =</b>	<b>\$406,903.57</b>	<b>Total =</b>	<b>\$549,577.50</b>	<b>Total =</b>	<b>\$445,855.50</b>

**RESOLUTION NO.: R-2966-17**

**A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF MATERIALS FROM VANCE BROTHERS, INC. FOR THE 2016 CHIP SEAL PROJECT IN AN AMOUNT NOT TO EXCEED \$54,862.47 FOR FISCAL YEAR 2016-2017**

**WHEREAS**, the City of Raytown awarded the 2016 Chip Seal Project to Vance Brothers, Inc. on July 19, 2016 pursuant to Resolution R-2891-16; and

**WHEREAS**, on September 16, 2016, the City of Raytown requested a delay in the 2016 Chip Seal project and asked for an extension to the existing contact to August 31, 2017 or a mutually agreed-upon date in which Vance Brothers, Inc. agreed to on September 19, 2016; and

**WHEREAS**, Vance Brothers, Inc. had purchased materials for the 2016 Chip Seal Project and has requested payment for those materials in an amount not to exceed \$54,862.47; and

**WHEREAS**, the City of Raytown finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the purchase of materials from Vance Brothers, Inc. for the 2016 Chip Seal Project in an amount not to exceed \$54,862.47 for fiscal year 2016-2017;

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

**THAT** the purchase of materials from Vance Brothers, Inc. in an amount not to exceed \$54,862.47 for fiscal year 2016-2017, is hereby authorized and approved; and

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

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 11<sup>th</sup> day of April, 2017.

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

ATTEST:

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

Approved as to Form:

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





City of Raytown – Public Works Department

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

## **MEMORANDUM**

**To: Board of Aldermen**  
**From: Jason Hanson**  
**Interim Director of Public Works**  
**Date: April 25, 2017**  
**Subject: Budget Amendments for Chip Seal and Concrete Project**

### **Background**

Budget amendments to add the unspent chip seal money from FY2016 to this year's budget, as well as possibly doing the same thing with the concrete project funds from last year that were not used.

In FY2016 there was \$150,000 funded for the Annual Curb, Sidewalk, & ADA Ramp removal and replacement project. The contract was awarded to TLC / Warman Concrete & Construction. Their workmanship and progress was not good at all. The project was stopped at an expense of \$36,679.50. This left approximately \$113,000 unspent in concrete work. This is the amount that we would like to add to the current year's concrete budget of \$150,000 to complete the work this year.

In FY2016 there was \$275,000 funded for the Annual Chip Seal project. The contract was awarded to Vance Brothers Inc. The City made the decision in September of 2016 to postpone the annual project to the following year, 2017. This left \$275,000 unspent in chip seal work. This is the amount that we would like to add to the current year's concrete budget of \$275,000 to complete the work this year.



**BID TABULATION**

**2015 LIGHT WEIGHT AGGREGATE SEAL PROJECT**

DATE BID: Tues., May 19, 2015 at 2:00PM

	Item Description	Est. Qty.	Units	Vance Brothers		Engineers Estimate	
				Unit Price	Est. Amount	Unit Price	Est. Amount
1.	Light Weight Agg. Seal-Patching	20,000	S.Y.	\$2.20	\$44,000.00	\$2.20	\$44,000.00
2.	Light Weight Agg. Seal-Final	97,500	S.Y.	\$1.95	\$190,125.00	\$2.00	\$195,000.00
3.	Concrete-Asphalt St Full Depth Removal	470	S.Y.	\$70.00	\$32,900.00	\$10.00	\$4,700.00
4.	Type 5 Full Depth Asphalt Street Rep.	260	TON	\$145.00	\$37,700.00	\$65.00	\$16,900.00
5.	Asphalt Trail Rem./Rep. of Failed Areas	570	S.Y.	\$94.50	\$53,865.00	\$27.00	\$15,390.00
6a.	Ultra Seal	2,900	S.Y.	\$6.15	\$17,835.00	\$5.00	\$14,500.00
6b.	<i>Nu Seal</i>	2,900	S.Y.	\$8.75	\$25,375.00	\$7.00	\$20,300.00
6c.	<i>Nu Seal w/ Ultra Seal sprayed on top</i>	2,900	S.Y.	\$10.25	\$29,725.00	\$9.00	\$26,100.00
				<b>Total =</b>	<b>\$376,425.00</b>	<b>Total =</b>	<b>\$290,490.00</b>

(Items 1 - 6a)



**BID TABULATION**

**2014 LIGHT WEIGHT AGGREGATE SEAL PROJECT**

DATE BID: Tues., August 19, 2014 at 3:00PM

	Item Description	Est. Qty.	Units	Vance Brothers		Engineers Estimate	
				Unit Price	Est. Amount	Unit Price	Est. Amount
1.	Light Weight Agg. Seal-Patching	15,000	S.Y.	\$2.15	\$32,250.00	\$2.15	\$32,250.00
2.	Light Weight Agg. Seal-Final	73,000	S.Y.	\$1.95	\$142,350.00	\$1.95	\$142,350.00
				<b>Total =</b>	<b>\$174,600.00</b>	<b>Total =</b>	<b>\$174,600.00</b>

<u>Bid Security</u>	<u>Y</u>
<u>Addendum 1</u>	<u>n/a</u>
<u>References</u>	<u>Y</u>
<u>Personnel Qualifications</u>	<u>Y</u>
<u>List of Subcontractors</u>	<u>Y</u>
<u>Anti-Collusion Statement</u>	<u>Y</u>
<u>Work Authorization Affidavit</u>	<u>Y</u>

Subcontractors:  
Delta Sweeping



**BID TABULATION**

**2013 LIGHT WEIGHT AGGREGATE SEAL PROJECT**

DATE BID: Tues., August 20, 2013 at 2:00PM

			Vance Brothers		Engineers Estimate	
Item Dscription	Est. Qty.	Units	Unit Price	Est. Amount	Unit Price	Est. Amount
1. Light Weight Agg. Seal-Patching	18,000	S.Y.	\$2.12	\$38,160.00	\$2.05	\$36,900.00
2. Light Weight Agg. Seal-Final	121,600	S.Y.	\$1.89	\$229,824.00	\$1.95	\$237,120.00
			<b>Total =</b>	<b>\$267,984.00</b>	<b>Total =</b>	<b>\$274,020.00</b>

**CITY OF RAYTOWN  
Request for Board Action**

**Date: August 9, 2017**

**Resolution No.: R-3018-17**

**To: Mayor and Board of Aldermen**

**From: Doug Jonesi, Emergency Medical Services Director**

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

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

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



**Action Requested:** EMS requests the Board of Aldermen to approve a resolution authorizing the purchase of two (2) Stryker Power-LOAD systems, to be installed on the ambulances which will remain in the fleet following delivery of the new ambulance anticipated later this winter (current 301 and 302).

**Recommendation:** The Department of Emergency Medical Services recommends the purchase and installation of this equipment.

**Analysis:** The Power-LOAD cot fastener system compliments the Power-PRO ambulance cots we currently have in service. During loading into/unloading from the ambulance, the system supports the full weight of cot and patient and lifts/lowers the cot into/out of the ambulance mechanically; thereby, minimizing the potential to drop the cot or patient during these operations, and eliminating the operator spinal loads which can lead to cumulative trauma. Cost includes freight, extended warranty/maintenance package (7-year), installation by Feld Fire and the retrofit of our cots to be used with the system.

The unit which was purchased with the new ambulance has been in service since early June without any problems; crews report very favorable results from it. Price increase is expected October 1, 2017. STOC approval for this item as meeting the intent of the Capital Improvements Sales Tax was granted in October 2016

**Alternatives:** The alternative would be to not purchase the system.

**Budgetary Impact:**

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

Amount Requested:	\$61,784.62
Department:	EMS
Account Number(s):	205.72.00.100.53250
Fund:	Capital Sales Tax

**Additional Reports Attached:** Project Sheet  
Quotes from Stryker and Feld Fire  
Power-LOAD brochure  
Sole-source documentation

**A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF TWO STRYKER POWER-LOAD COT FASTENER SYSTEMS FROM STRYKER CORPORATION IN AN AMOUNT NOT TO EXCEED \$61,784.62**

**WHEREAS**, the Raytown Emergency Medical Services Department desires to utilize a power-load cot fastener system to assist with loading into and unloading from the ambulance; and

**WHEREAS**, the City of Raytown Emergency Medical Services Department utilizes Stryker Corporation for purchasing power-loading cot fastener systems; and

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

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

**WHEREAS**, funds for such purpose are budgeted from the Capital Improvement Sales Tax and such expenditure has been reviewed and on October 18, 2016, was recommended by the Special Sales Tax Review Committee as being consistent with voter intent; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the citizens of the City to authorize and approve the purchase of two (2) Power-LOAD cot fastener systems from Stryker Corporation in an amount not to exceed \$61,784.62;

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

**THAT** the purchase of two (2) Power-LOAD cot fastener systems from Stryker Corporation in an amount not to exceed \$61,784.62 is hereby authorized and approved; and

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

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 15<sup>th</sup> day of August, 2017.

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

ATTEST:

Approved as to Form:

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

\_\_\_\_\_  
George E. Kapke, City Attorney



Sales Account Manager

Todd Tibbetts  
 Todd.Tibbetts@stryker.com  
 Cell: 925-323-8136

Remit to:

P.O. Box 93308  
 Chicago, IL 60673-3308

End User Shipping Address

1153213  
 RAYTOWN EMS  
 10020 E 66TH TERRITORY  
 RAYTOWN, MO 64133

Shipping Address

1153213  
 RAYTOWN EMS  
 10020 E 66TH TERRITORY  
 RAYTOWN, MO 64133

Billing Address

1153213  
 RAYTOWN EMS  
 10020 E 66TH TERRITORY  
 RAYTOWN, MO 64133

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	5004982	07/19/2016	QUOTE		

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	2	PowerLOAD	6390000000	\$21,773.71	\$43,547.42	
		Options				
	2	PowerLOAD	6390000000	\$21,773.71	\$43,547.42	
	2	Standard Comp 6390 Power Load	6390026000			
	2	English Manual	6390600000			
	2	1 year parts, labor & travel	7777881660			
	2	UNIVERSAL FLOORPLATE OPTION	6390028000			
	2	English Option, Manual	6390020000			
2.00	2	Protect Power-LOAD- 7year	77506001	\$6,109.60	\$12,219.20	
3.00	2	6506 PWRLD COMPAT UPGRADE KIT	6506700001	\$1,499.00	\$2,998.00	
4.00	2	ProCare Upgrade Charge	77100003	\$310.00	\$620.00	

Note:

Product Total	\$59,384.62
Freight	\$0.00
Tax	\$0.00
<b>Total Incl Tax &amp; Freight</b>	<b>\$59,384.62</b>

Signature: \_\_\_\_\_ Title/Position: \_\_\_\_\_ Date: \_\_\_\_\_

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

**Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

**Terms:** Net 30 Days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.

**Cancellation and Return Policy:** In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.





# Power-LOAD™ power-loading cot fastener system

# Power-LOAD power-loading cot fastener system

Shown with optional accessories.

Reduce the risk of injuries when loading and unloading cots

**Lifts and lowers the cot into and out of the ambulance, reducing spinal loads and the risk of cumulative trauma injuries.**

**Power raise and lower for loading and unloading using your finger, not your back.**



**Load and unload patients with the touch of a button.**  
Operator injuries result from repetitive spinal loading. Our innovative Power-LOAD cot fastener system is designed to load and unload a compatible cot with the touch of a button – not your back.

The Power-LOAD cot fastener system improves operator and patient safety by supporting the cot throughout the loading and unloading process. The reduction in spinal load helps prevent cumulative trauma injuries. Power-LOAD wirelessly communicates with Power-PRO™ cots for ease of operation and maximum operator convenience.

- Eliminates the need to steer the cot into and out of the ambulance.
- Minimizes patient drops by supporting the cot until the wheels are on the ground.
- Meets dynamic crash test standards for maximized occupant safety.
- Features an easy-to-use manual back-up system, allowing complete operation in the event of power loss.
- Lifts or lowers the cot into and out of the ambulance, eliminating spinal loads that can result in cumulative trauma injuries.

**Save yourself from injury. Save your career with Power-LOAD.**  
Ergonomically designed to reduce operator and patient injuries, Power-LOAD hydraulically lifts patients weighing up to 700 lbs.



**700lb**  
capacity

## Features

- Lifting Arms**  
Battery-powered hydraulic lift system supports the cot and patient during loading and unloading.
- Head-end LED Indicators**  
Keeps operator informed of position status. Solid green when in position or ready to transport; flashing amber when not in position or not ready to transport.
- Control Panel**  
Allows complete operation for manual cots as well as the operation of powered cots in the event of a power loss.
- Cot Release Handles**  
Padded release handles allow the cot to be disengaged from the Power-LOAD system when unloading.
- Linear Transfer System**  
Supports and guides the cot during loading and unloading.
- Inductive Charging**  
Power-LOAD automatically charges the cot SMRT battery and Power-LOAD battery when in transport position (no cable or connectors required).



**Warranty**

- One-year parts, labor, and travel or two-year parts only
- Lifetime on all welds\*

**Extended warranties available.**  
\*7-year service life

**Certifications:**  
IPAS IEC 60601-1  
ANSI A438.1-1999 BS EN 1789:2007



**Inductive Charging**  
Power-LOAD automatically charges the SMRT battery when in transport position (no cable or connectors required).



**Power Controls**  
The Power-PRO cot controls the Power-LOAD system during loading and unloading for ease of operation and maximum convenience.



**Low Electrical Demand**  
Power-LOAD is self-powered, drawing minimal amperage from the vehicle (during charging process).



**Operation Guide**  
Power-LOAD operation labels are provided and intended to be placed on the inside of the rear doors of the ambulance as a quick reference guide for Power-LOAD operation.



**Control Panel**  
Allows complete operation for manual cots as well as the operation of powered cots in the event of a power loss.



**Marine Grade Hydraulic System**  
Provides reliable operation in harsh conditions.



**Power-LOAD Cot Compatibility**

The Power-LOAD compatibility option is available for the Power-PRO XT, Power-PRO IT, and Performance-PRO. This system meets dynamic crash test standards for maximized occupant safety\* and will automatically charge the Power-PRO XT and Power-PRO IT SMRT battery.



**Power-PRO XT Ambulance Cot**



**Power-PRO IT Ambulance Cot**



**Performance-PRO XT Ambulance Cot**

**Optional Features**



**Wheel Guide**

Required for applications when the Power-LOAD system is mounted near the wall. Keeps the wheels straight when loading and unloading.



**Mass Casualty Floor Mount Assembly**

Provides cot compatibility for non-upgraded Stryker X-frame cots. Assembly equipped with quick release mechanism for ease of operation.



**Mass Casualty Wall Mount Assembly**

Provides cot compatibility for non-upgraded Stryker X-frame cots. Assembly equipped with quick release mechanism for ease of operation.

**Power-LOAD Specifications**

<b>Model Number</b>	<b>6390</b>
<b>Length</b>	
Overall Length	96 in (244 cm)
Minimum Length	89.5 in (228 cm)
<b>Width</b>	24.5 in (62 cm)
<b>Weight</b>	
Total Weight	211.5 lb (95.5 kg)
Floor Plate Assembly	16.5 lb (7.5 kg)
Anchor Assembly	23 lb (10.5 kg)
Transfer Assembly	67 lb (30.5 kg)
Trolley Assembly	105 lb (48 kg)
<b>Maximum Weight Capacity*</b>	700 lb (318 kg)
<b>Minimum Operator Required</b>	
Occupied Cot	2
Unoccupied Cot	1
<b>Recommended Loading Height</b>	22 in to 36 in (56 cm to 91 cm)
<b>Battery</b>	12V, 5 Ah Lead Acid Battery (8390-001-468)

\*Maximum weight capacity represents patient weight. Total working load of 810 lb (368 kg) represents the sum of the cot total weight and patient.

\*Meets dynamic crash standards for Power-PRO XT (MUNZ-4030 and EN-1789) and Performance-PRO XT (EN-1789). Stryker reserves the right to change specifications without notice.

Specifications are rounded to the nearest whole number. Conversions are calculated before rounding.

The Power-LOAD cot transfer system is designed to conform to the Federal Specification for the Star-of-Life Ambulance WMA-195.

Patents pending.



**Reconstructive**

- Hips
- Knees
- Trauma & Extremities
- Joint Preservation
- Orthobiologics

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- Neurovascular
- Spinal Implants

3800 E. Centre Ave.  
Portage, MI 49002 U.S.A.

t: 269 320 2100  
f: 866 795 2233  
toll free: 800 327 0770

[www.ems.stryker.com](http://www.ems.stryker.com)

The information presented in this brochure is intended to demonstrate a Stryker product. Always refer to the package insert, product label and/or user instructions before using any Stryker product. Products may not be available in all markets. Product availability is subject to the regulatory or medical practices that govern individual markets. Please contact your Stryker Account Manager if you have questions about the availability of Stryker products in your area.

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DDM222 1013  
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Printed in U.S.A.



Date: April 29, 2013

Re: Power-LOAD Cot Fastener Sole Source Information

To Whom It May Concern:

Stryker Medical certifies that we are the sole manufacturer of the Stryker EMS Power-LOAD (Model 6390). This correspondence is to inform you of the unique characteristics of the Power-LOAD Cot Fastener. These characteristics can be broken down into two primary categories: Independent Qualification, and Ease of Use.

The Stryker EMS Power-LOAD (Model 6390) cot fastening system is mounted within the patient compartment and is intended to aid in the loading/unloading of patients. The Stryker Power-LOAD is the only powered cot fastening system that meets the following:

#### Independent Qualification

- IPX6: The system is rated to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: This certification indicates that Power-LOAD conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789 clause 4.5.9: This is a European dynamic crash test which subjects a 50<sup>th</sup> percentile dummy to a nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges or danger to the safety of persons in the road ambulance.

#### Ease of Use

- Device must provide a linear guide when loading and unloading the cot
- Device must allow for remote actuation from Power-PRO foot end controls
- Device must engage to the cot during loading and unloading, providing a means of lifting and lowering
- Device must allow for manual back-up operation in the event of power failure or system error
- Device must have a safe working load of 870 lbs and be capable of lifting patients weighing up to 700lbs.
- Device must be mounted inside the patient compartment to prevent environmental exposure and corrosion
- Device must be power washable
- Device must be capable of inductively charging the Stryker SMRT cot battery

Please contact your Stryker Sales Representative for further information.

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

**Date:** August 10, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Captain Candice Schwarz

**Resolution No.:** R-3019-17

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

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

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



**Action Requested:** A resolution approving combined purchases in excess of \$15,000.00 with Dell Corporation, a single vendor.

**Recommendation:** Approve the resolution.

**Analysis:** The Police Department utilizes an IT replacement scheduled that is an annual recurring list of equipment for IT items reaching their useful service life. The new equipment is to ensure infrastructure reliability and mitigate large IT expenses in any single year.

The Department frequently purchases workstations, laptops, servers, network security appliances and other IT equipment from Dell Corporation via special government pricing, MHEC Contract Number MHEC-07012015.

The Police Department anticipates spending approximately \$42,950.00 this budget year with Dell. This is a budgeted expense for IT equipment and all the items scheduled to be purchased were approved by the Sales Tax Oversight Committee and found to meet the intent of the designated tax.

**Alternatives:** Not purchase the IT equipment and risk equipment failure.

**Budgetary Impact:**

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

Amount Requested: \$42,950.00  
Account Numbers: PSST- 207-32-00-100-53500 \$ 3,150.00  
PSST- 207-32-00-100-52250 \$ 8,500.00  
Capital - 205-32-00-100-53250 \$ 31,300.00  
Department: Police  
Funds: Capital Improvement Sales Tax  
Public Safety Sales Tax

**Additional Reports Attached:** MHEC-07012015 Contract and Dell Quote

**A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF COMPUTER EQUIPMENT AND SUPPLIES FROM DELL MARKETING, L.P. OFF THE MIDWESTERN HIGHER EDUCATION COMMISSION AGREEMENT IN AN AMOUNT NOT TO EXCEED \$42,950.00 FOR FISCAL YEAR 2016-2017**

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

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

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

**WHEREAS**, funds for such purpose are budgeted from the Capital Improvement Sales Tax and the Public Safety Sales Tax and such expenditure has been reviewed and on July 18, 2017 was recommended by the Special Sales Tax Review Committee as being consistent with voter intent; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve the expenditure of funds for the purchase of computer equipment and supplies from Dell Marketing, L.P. off the Midwestern Higher Education Commission Agreement MHEC-07012015 Contract Code 99AGZ in an amount not to exceed \$42,950.00; and

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

**THAT** the expenditure of funds for the purchase of computer equipment and supplies from Dell Marketing, L.P. off the Midwestern Higher Education Commission Agreement MHEC-07012015 Contract Code 99AGZ in an amount not to exceed \$42,950.00 is hereby authorized and approved; and

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

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 15<sup>th</sup> day of August, 2017.

---

Michael McDonough, Mayor

ATTEST:

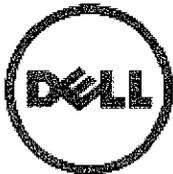
Approved as to Form:

---

Teresa M. Henry, City Clerk

---

George E. Kapke, City Attorney



# A quote for your consideration!

**Total:\$5,833.47**

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

**Quote number:**  
3000016292045.1

**Quote date:**  
Aug. 8, 2017

**Quote expiration:**  
Sep. 7, 2017

**Company name:**  
RAYTOWN POLICE DEPT

**Customer number:**  
144823536

**Phone:**  
(816) 737-6022

**Sales rep information:**  
Ralph Oliphant  
Ralph\_Oliphant@Dell.com  
(800) 456-3355  
Ext: 7250090

**Bill to:**  
RAYTOWN POLICE DEPT  
10000 E 59TH ST  
RAYTOWN  
MO 64133-3993  
US  
(816) 737-6022

## Pricing Summary

Item	Qty	Unit price	Subtotal
Dell Latitude 7480	1	\$1,735.35	\$1,735.35
OptiPlex 7050 SFF	1	\$1,334.58	\$1,334.58
OptiPlex 7050 SFF	2	\$1,103.79	\$2,207.58
Dell 20 Monitor - P2017H	4	\$138.99	\$555.96

DBC as low as \$176.00 / month^

<b>Subtotal:</b>	<b>\$5,833.47</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fees:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$5,833.47</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$5,833.47</b>

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Ralph Oliphant

Order this quote easily online through your [Premier page](#),  
or if you do not have Premier, using [Quote to Order](#)

## Shipping Group 1

<b>Shipping Contact:</b> CANDICE SCHWARZ	<b>Shipping phone:</b> (816) 737-6022	<b>Shipping via:</b> Standard Ground	<b>Shipping Address:</b> 10000 E 59TH ST RAYTOWN MO 64133-3915 US
---	--	---	---

SKU	Description	Qty	Unit Price	Subtotal
	Dell Latitude 7480	1	\$1,735.35	\$1,735.35
	<b>Estimated Delivery Date: Aug. 14 - Aug. 17, 2017</b>			
	<b>Contract Code: 99AGZ</b>			
	<b>Customer Agreement No: MHEC-07012015</b>			
210-AKXV	Dell Latitude 7480	1	-	-
379-BCSY	7th Generation Intel Core i7-7660U (Dual Core, 2.50Gz, 4MB cache)	1	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	1	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	1	-	-
338-BKXN	Intel HD Graphics 640 with Thunderbolt 3 with Core i7 vPro	1	-	-
409-BCUJ	Intel Rapid Storage Technology	1	-	-
631-ABFZ	No Out-of-Band Systems Management	1	-	-
370-ADHW	16GB (1x16GB) DDR4 Memory	1	-	-
400-AOQO	128GB M.2 2280 SSD	1	-	-
391-BDBF	14" HD (1366 x 768) Anti-Glare, Camera & Mic, WLAN/WWAN Capable	1	-	-
583-BCUS	Internal US English Qwerty Backlit Dual Pointing Keyboard	1	-	-
570-AADK	No Mouse	1	-	-
555-BDFV	Qualcomm QCA61x4A 802.11ac Dual Band(2x2) Wireless Adapter+ Bluetooth 4.1 Driver	1	-	-
555-BCMW	Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1	1	-	-

362-BBBB	No Wireless WAN Card	1	-	-
451-BBYE	Primary 4-cell 60W/HR Battery	1	-	-
492-BBXF	65W AC Adapter, 3-pin	1	-	-
346-BCDG	Dual Pointing, 82 key with Smartcard only with Thunderbolt 3	1	-	-
634-BENZ	No DDP ESS Software	1	-	-
954-3465	No DDPE Encryption Software	1	-	-
817-BBBB	No FGA	1	-	-
537-BBBD	E5 Power Cord (US)	1	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	1	-	-
430-XXYG	No Resource DVD	1	-	-
460-BBEX	No Carrying Case	1	-	-
340-BKIB	Quick Referece Guide, Windows 10, English/French, Latitude 7480	1	-	-
452-BBSE	No Docking Station	1	-	-
387-BBMF	Energy Star 6.1	1	-	-
340-ACQQ	No Option Included	1	-	-
332-1286	US Order	1	-	-
389-BCGW	No UPC Label	1	-	-
389-BLST	Intel(R) Core(TM) i7 Label	1	-	-
340-AAPP	Direct ship Info Mod	1	-	-
340-BKHT	SHIP,NBK,7480,WW,MIN-CONFIG	1	-	-
340-ADFZ	Dell Power Manager	1	-	-
409-BCUK	Latitude 7480 Software Driver	1	-	-
525-BBCL	SupportAssist	1	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	1	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	1	-	-
658-BBRB	Waves Maxx Audio	1	-	-
658-BCUV	Dell Developed Recovery Environment	1	-	-
389-BEYY	Regulatory Label included	1	-	-
800-BBGU	BTO Standard Shipment (VS)	1	-	-
620-AAOH	No Media	1	-	-
389-BDBY	No Label	1	-	-
804-2167	Dell Limited Hardware Warranty Plus Service	1	-	-
804-2179	ProSupport: Next Business Day Onsite, 5 Years	1	-	-
804-2180	ProSupport: 7x24 Technical Support, 5 Years	1	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-866-516-3115	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 7050 SFF	1	\$1,334.58	\$1,334.58

Estimated Delivery Date: Aug. 14 - Aug. 17, 2017

Contract Code: 99AGZ

**Customer Agreement No: MHEC-07012015**

338-BKYX	Intel Core i7-7700 (QC/8MB/8T/3.6GHz/65W); supports Windows 10/Linux	1	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	1	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	1	-	-
329-BDHJ	OptiPlex 7050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze)	1	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	1	-	-
370-ADJS	16GB (2x8GB) 2400MHz DDR4 Memory	1	-	-
631-ABGH	No Out-of-Band Systems Management	1	-	-
400-AOVM	2.5 inch 512GB SATA Class 20 Solid State Drive	1	-	-
401-AANH	2nd Hard Drive: not included	1	-	-
631-ABGL	Intel Ready Mode Technology	1	-	-
817-BBBN	NO RAID	1	-	-
325-BBRJ	DVD+/-RW Bezel, Small Form Factor	1	-	-
429-AAJV	Tray Loading Dual Layer DVD Burner	1	-	-
658-BBTV	CMS Essentials DVD no Media	1	-	-
555-BBKH	No Bcom required	1	-	-
555-BBFO	No Wireless	1	-	-
385-BBJV	SD Card Reader with SD Front Bezel	1	-	-
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	1	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	1	-	-
634-BENZ	No DDP ESS Software	1	-	-
954-3465	No DDPE Encryption Software	1	-	-
817-BBBB	No FGA	1	-	-
210-AKOK	OptiPlex 7050 Small Form Factor XCTO	1	-	-
575-BBGD	Bracket for 2.5 inch Hard Drive Disk, Small Form Factor, OptiPlex	1	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	1	-	-
340-ABJI	No Diagnostic/Recovery CD media	1	-	-
525-BBCL	SupportAssist	1	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	1	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	1	-	-
658-BBRB	Waves Maxx Audio	1	-	-
658-BCUV	Dell Developed Recovery Environment	1	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	1	-	-
332-1286	US Order	1	-	-
340-BKPS	MOD,PLCMT,QSG,7050,SFF,DAO	1	-	-
461-AABF	No CompuTrace	1	-	-
329-BBJL	TPM Enabled	1	-	-
575-BBBI	No Integrated Stand option	1	-	-
470-AAJL	NO ADAPTER	1	-	-
387-BBLW	E-Star 6.1 & TCO 5.0 Driver, Service Install Module	1	-	-
620-AALW	OS-Windows Media Not Included	1	-	-
340-BKFK	Ship Material for Opti 5050 SFF	1	-	-
389-BBUU	Shipping Label for DAO	1	-	-
461-AABV	No Accessories	1	-	-
389-BRPU	MOD,LBL,REG,SFF,MEX,EPA,7050	1	-	-
389-BCGW	No UPC Label	1	-	-
555-BBFO	No Wireless	1	-	-

389-BLST	Intel(R) Core(TM) i7 Label	1	-	-
812-3886	Dell Limited Hardware Warranty Plus Service	1	-	-
812-3900	ProSupport: 7x24 Technical Support, 5 Years	1	-	-
812-3910	ProSupport: Next Business Day Onsite 5 Years	1	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-866-516-3115	1	-	-
817-BBBC	Not selected in this configuration	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 7050 SFF	2	\$1,103.79	\$2,207.58

Estimated Delivery Date: Aug. 14 - Aug. 17, 2017

Contract Code: 99AGZ

Customer Agreement No: MHEC-07012015

338-BKYY	Intel Core i7-7700 (QC/8MB/8T/3.6GHz/65W); supports Windows 10/Linux	2	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	2	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	2	-	-
329-BDHJ	OptiPlex 7050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze)	2	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	2	-	-
370-ADJU	8GB (1x8GB) 2400MHz DDR4 Memory	2	-	-
631-ABGH	No Out-of-Band Systems Management	2	-	-
400-ANPQ	256GB 2.5inch SATA Class 20 Solid State Drive	2	-	-
401-AANH	2nd Hard Drive: not included	2	-	-
631-ABGL	Intel Ready Mode Technology	2	-	-
817-BBBN	NO RAID	2	-	-
325-BBRJ	DVD+/-RW Bezel, Small Form Factor	2	-	-
429-AAJV	Tray Loading Dual Layer DVD Burner	2	-	-
658-BBTV	CMS Essentials DVD no Media	2	-	-
555-BBKH	No Bcom required	2	-	-
555-BBFO	No Wireless	2	-	-
385-BBJV	SD Card Reader with SD Front Bezel	2	-	-
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	2	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	2	-	-
634-BENZ	No DDP ESS Software	2	-	-
954-3465	No DDPE Encryption Software	2	-	-
817-BBBB	No FGA	2	-	-
210-AKOK	OptiPlex 7050 Small Form Factor XCTO	2	-	-
575-BBGD	Bracket for 2.5 inch Hard Drive Disk, Small Form Factor, OptiPlex	2	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	2	-	-
340-ABJI	No Diagnostic/Recovery CD media	2	-	-

525-BBCL	SupportAssist	2	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	2	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	2	-	-
658-BBRB	Waves Maxx Audio	2	-	-
658-BCUV	Dell Developed Recovery Environment	2	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	2	-	-
332-1286	US Order	2	-	-
340-BKPS	MOD,PLCMT,QSG,7050,SFF,DAO	2	-	-
461-AABF	No CompuTrace	2	-	-
329-BBJL	TPM Enabled	2	-	-
575-BBBI	No Integrated Stand option	2	-	-
470-AAJL	NO ADAPTER	2	-	-
387-BBLW	E-Star 6.1 & TCO 5.0 Driver, Service Install Module	2	-	-
620-AALW	OS-Windows Media Not Included	2	-	-
340-BKFK	Ship Material for Opti 5050 SFF	2	-	-
389-BBUU	Shipping Label for DAO	2	-	-
461-AABV	No Accessories	2	-	-
389-BRPU	MOD,LBL,REG,SFF,MEX,EPA,7050	2	-	-
389-BCGW	No UPC Label	2	-	-
555-BBFO	No Wireless	2	-	-
389-BLST	Intel(R) Core(TM) i7 Label	2	-	-
812-3886	Dell Limited Hardware Warranty Plus Service	2	-	-
812-3900	ProSupport: 7x24 Technical Support, 5 Years	2	-	-
812-3910	ProSupport: Next Business Day Onsite 5 Years	2	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-866-516-3115	2	-	-
817-BBBC	Not selected in this configuration	2	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell 20 Monitor - P2017H	4	\$138.99	\$555.96
	Estimated Delivery Date: Aug. 17 - Aug. 22, 2017			
	Contract Code: 99AGZ			
	Customer Agreement No: MHEC-07012015			
210-AIII	BASE,DIS,MON,P2017H,DAO	4	-	-
806-2755	Premium Panel Warranty Advanced Exchange 3 Years	4	-	-
806-2763	Dell Limited Hardware Warranty	4	-	-

<b>Subtotal:</b>	<b>\$5,833.47</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fees:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$5,833.47</b>



# A quote for your consideration!

**Total: \$13,857.20**

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

<b>Quote number:</b> 3000016181430.1	<b>Quote date:</b> Aug. 3, 2017	<b>Quote expiration:</b> Sep. 2, 2017	<b>Solution ID:</b> 8440658	<b>Deal ID:</b> 14254796
---	------------------------------------	--	--------------------------------	-----------------------------

<b>Company name:</b> RAYTOWN POLICE DEPT	<b>Customer number:</b> 144823536	<b>Phone:</b> (816) 737-6105
---	--------------------------------------	---------------------------------

<b>Sales rep information:</b> Sonia Moore Sonia_L_Moore@DELL.com (800) 456-3355 Ext: 7250077	<b>Bill to:</b> RAYTOWN POLICE DEPT 10000 E 59TH ST RAYTOWN MO 64133-3915 US (816) 737-6105
--	---

## Pricing Summary

Item	Qty	Unit price	Subtotal
PowerEdge R730 - [dellstar_1356]	1	\$13,857.20	\$13,857.20

<b>Subtotal:</b>	\$13,857.20
<b>Shipping:</b>	\$0.00
<b>Environmental Fees:</b>	\$0.00
<b>Non-Taxable Amount:</b>	\$13,857.20
<b>Taxable Amount:</b>	\$0.00
<b>Estimated Tax:</b>	\$0.00
<b>Total:</b>	<b>\$13,857.20</b>

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Sonia Moore

Order this quote easily online through your [Premier page](#),  
or if you do not have Premier, using [Quote to Order](#)

## Shipping Group 1

<b>Shipping Contact:</b> DOUG GOODE	<b>Shipping phone:</b> (816) 737-6105	<b>Shipping via:</b> Standard Ground	<b>Shipping Address:</b> 10000 E 59TH ST RAYTOWN MO 64133-3915 US
--	--	---	---

SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R730 - [dellstar_1356]	1	\$13,857.20	\$13,857.20
	<b>Estimated Delivery Date: Aug. 15 - Aug. 18, 2017</b>			
	<b>Contract Code: 99AGZ</b>			
	<b>Customer Agreement No: MHEC-07012015</b>			
210-ACXU	PowerEdge R730 Server	1	-	-
329-BCZK	PE R730/xd Motherboard MLK	1	-	-
461-AADM	PowerEdge Server FIPS TPM 2.0	1	-	-
350-BBIL	Chassis with up to 16, 2.5 Hard Drives	1	-	-
340-AKKB	PowerEdge R730 Shipping	1	-	-
338-BJDG	Intel Xeon E5-2630 v4 2.2GHz,25M Cache,8.0 GT/s QPI,Turbo,HT,10C/20T (85W) Max Mem 2133MHz	1	-	-
338-BJCX	Intel Xeon E5-2630 v4 2.2GHz,25M Cache,8.0 GT/s QPI,Turbo,HT,10C/20T (85W) Max Mem 2133MHz	1	-	-
370-ABWE	DIMM Blanks for System with 2 Processors	1	-	-
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1	-	-
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1	-	-
370-ACPH	2400MT/s RDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-
780-BBJZ	RAID 1+RAID 5 for H330/H730/H730P (2 + 3-14 HDDs or SSDs)	1	-	-
405-AAEH	PERC H730P RAID Controller, 2Gb NV Cache,	1	-	-

Minicard				
540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	1	-	-
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	1	-	-
429-AAPU	DVD ROM, SATA, INTERNAL	1	-	-
325-BCJT	Dell EMC 2U Standard Bezel	1	-	-
770-BBBQ	ReadyRails Sliding Rails Without Cable Management Arm	1	-	-
384-BBBL	Performance BIOS Settings	1	-	-
450-ADWM	Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	1	-	-
631-AACK	No Systems Documentation, No OpenManage DVD Kit	1	-	-
634-BILI	Windows Server 2016 Datacenter,16CORE,Factory Installed, No Media,UnLTD VMs,NO CALs	1	-	-
634-BILF	Windows Server 2016 Datencenter,16CORE,Media Kit	1	-	-
800-BBDM	UEFI BIOS Boot Mode with GPT Partition	1	-	-
332-1286	US Order	1	-	-
330-BBCO	R730/xd PCIe Riser 2, Center	1	-	-
330-BBCQ	R730 PCIe Riser 3, Left	1	-	-
374-BBHS	R730 PCIe Riser 1 Filler Blank, Right	1	-	-
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">http://www.dell.com/contactdell</a>	1	-	-
976-8706	Dell Hardware Limited Warranty Plus On Site Service	1	-	-
976-8725	ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year	1	-	-
976-8726	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year	1	-	-
900-9997	On-Site Installation Declined	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
370-ACNX	16GB RDIMM, 2400MT/s, Dual Rank, x8 Data Width	6	-	-
400-AJPK	300GB 10K RPM SAS 2.5in Hot-plug Hard Drive	2	-	-
400-AJRH	600GB 15K RPM SAS 2.5in Hot-plug Hard Drive	6	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	2	-	-
634-BILJ	MS2016 DC Edition, Additional License,2CORE,NO MEDIA/KEY	2	-	-

<b>Subtotal:</b>	<b>\$13,857.20</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fees:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$13,857.20</b>

P017-09340



# Pro-Forma Invoice: P2005770008024

## RAYTOWN POLICE DEPT

### Here's your Pro Forma invoice.

Please find your invoice details below.

#### Invoice Details

**Invoice Date**  
3/30/2017 12:00:00 AM

**Invoice Number**  
P2005770008024

**SalesRep Name:**  
RALPH OLIPHANT

#### Billing Details

**Bill To Address**  
10000 E 59TH ST

**Company Name**  
-RAYTOWN POLICE DEPT

**City**  
RAYTOWN

**State**  
MO

**Zip Code**  
64133-3915

### Price Summary

Description	Quantity	Unit Price	Subtotal Price
VLA VMWARE PROD SUP VSPHERE STOR APPL INSTANCE	1	\$854.33	\$854.33
VLA VMWARE PROD SUP/SUB VSPHERE 6 STANDARD FOR 1 PROCESSOR FOR 1 YEAR	6	\$315.73	\$1,894.38
VLA VMWARE PROD SUP/SUB VMWARE VCENTER SERVER 6 STANDARD FOR VSPHERE 6 1YR	1	\$1,465.26	\$1,465.26

Subtotal:	\$4,213.97
Taxes	\$0.00
Shipping:	\$0.00
Environmental Fees:	\$0.00
<b>Total</b>	<b>\$4,213.97</b>

Dear Customer,

Your invoice is detailed below; please review the invoice for product and information accuracy.

If you find errors or desire changes, please contact me as soon as possible.

Regards,  
RALPH OLIPHANT

Payment Details

Payment Method	Total
Net Terms	\$4,213.97

Product Details for Order Number : 203164511

Shipping Details	Product Price Details
Shipping Contact: CANDICE SCHWARZ	Subtotal: \$4,213.97
Shipping Phone No: 1 (816) 7376105	Taxes: \$0.00
Shipping via: Standard Ground	Shipping: \$0.00
Shipping Address: 10000 E 59TH ST	Environmental Fees: \$0.00
RAYTOWN	Total: \$4,213.97
MO 64133-3915	
US	

Description	Quantity	Unit Price	Subtotal Price
VLA VMWARE PROD SUP VSPHERE STOR APPL INSTANCE	1	\$854.33	\$854.33
Estimated Delivery Date: Apr. 2, 2017			

Contract Code: 70137

Description	Quantity	Unit Price	Subtotal Price
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<b>VLA VMWARE PROD SUP/SUB VSPHERE 6 STANDARD FOR 1 PROCESSOR FOR 1 YEAR</b>	<b>6</b>	<b>\$315.73</b>	<b>\$1,894.38</b>
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Estimated Delivery Date: Apr. 2, 2017

Contract Code: 70137

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Description	Quantity	Unit Price	Subtotal Price
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<b>VLA VMWARE PROD SUP/SUB VMWARE VCENTER SERVER 6 STANDARD FOR VSPHERE 6 1YR</b>	<b>1</b>	<b>\$1,465.26</b>	<b>\$1,465.26</b>
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Estimated Delivery Date: Apr. 2, 2017

Contract Code: 70137



# Here's the quote you requested!

**Total:\$5,481.88**

Please review your quote details below, then contact your sales rep when you're ready to place your order.

**Quote number:**  
3000006494242.1

**Quote date:**  
Jan. 10, 2017

**Quote expiration:**  
Feb. 9, 2017

**Company name:**  
RAYTOWN POLICE DEPT

**Customer number:**  
144823536

**Phone:**  
(816) 737-6105

**Sales rep information:**  
Ralph Oliphant  
Ralph\_Oliphant@Dell.com  
(800) 456-3355  
Ext: 7250090

**Bill to:**  
RAYTOWN POLICE DEPT  
10000 E 59TH ST  
RAYTOWN  
MO 64133-3915  
US  
(816) 737-6105

## Pricing Summary

Item	Qty	Unit price	Subtotal
Dell SonicWALL NSA 3600 Secure Upgrade Plus Security Appliance - 3 Years	1	\$5,481.88	\$5,481.88
<b>Subtotal:</b>			\$5,481.88
<b>Shipping:</b>			\$0.00
<b>Environmental Fees:</b>			\$0.00
<b>Non-Taxable Amount:</b>			\$5,481.88
<b>Taxable Amount:</b>			\$0.00
<b>Estimated Tax:</b>			\$0.00
<b>Total:</b>			<b>\$5,481.88</b>

## Shipping Group 1

<b>Shipping Contact:</b> DOUG GOODE	<b>Shipping phone:</b> (816) 737-6105	<b>Shipping via:</b> Lowest Cost	<b>Shipping Address:</b> 10000 E 59TH ST RAYTOWN MO 64133-3915 US
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SKU	Description	Qty	Unit Price	Subtotal
	Dell SonicWALL NSA 3600 Secure Upgrade Plus Security Appliance - 3 Years	1	\$5,481.88	\$5,481.88
	<b>Estimated Delivery Date: Jan. 19 - Jan. 24, 2017</b>			
	<b>Contract Code: 99AGZ</b>			
	<b>Customer Agreement No: MHEC-07012015</b>			
A6929873	Dell SonicWALL NSA 3600 Secure Upgrade Plus Security Appliance - 3 Years	1	-	-

<b>Subtotal:</b>	\$5,481.88
<b>Shipping:</b>	\$0.00
<b>Environmental Fees:</b>	\$0.00
<b>Non-Taxable Amount:</b>	\$5,481.88
<b>Taxable Amount:</b>	\$0.00
<b>Estimated Tax:</b>	\$0.00
<b>Total:</b>	<b>\$5,481.88</b>



# Here's the quote you requested!

**Total:\$5,699.29**

Please review your quote details below, then contact your sales rep when you're ready to place your order.

**Quote number:**  
3000005995303.1

**Quote date:**  
Jan. 3, 2017

**Quote expiration:**  
Feb. 2, 2017

**Company name:**  
RAYTOWN POLICE DEPT

**Customer number:**  
144823536

**Phone:**  
(816) 737-6105

**Sales rep information:**  
Ralph Oliphant  
Ralph\_Oliphant@Dell.com  
(800) 456-3355  
Ext: 7250090

**Bill to:**  
RAYTOWN POLICE DEPT  
10000 E 59TH ST  
RAYTOWN  
MO 64133-3915  
US  
(816) 737-6105

## Pricing Summary

Item	Qty	Unit price	Subtotal
OptiPlex 7040 MT	3	\$1,780.17	\$5,340.51
Dell 22 Monitor - P2217H	2	\$179.39	\$358.78
<b>Subtotal:</b>			<b>\$5,699.29</b>
<b>Shipping:</b>			<b>\$0.00</b>
<b>Environmental Fees:</b>			<b>\$0.00</b>
<b>Non-Taxable Amount:</b>			<b>\$5,699.29</b>
<b>Taxable Amount:</b>			<b>\$0.00</b>
<b>Estimated Tax:</b>			<b>\$0.00</b>
<b>Total:</b>			<b>\$5,699.29</b>

## Shipping Group 1

<b>Shipping Contact:</b> DOUG GOODE	<b>Shipping phone:</b> (816) 737-6105	<b>Shipping via:</b> Lowest Cost	<b>Shipping Address:</b> 10000 E 59TH ST RAYTOWN MO 64133-3915 US
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SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 7040 MT	3	\$1,780.17	\$5,340.51
	<b>Estimated Delivery Date: Jan. 12 - Jan. 19, 2017</b>			
	<b>Contract Code: 99AGZ</b>			
	<b>Customer Agreement No: MHEC-07012015</b>			
338-BHUH	Intel Core i7-6700 Processor (Quad Core, 8MB, 8T, 3.4GHz, 65W)	3	-	-
412-AAGU	Mini Tower Processor Heatsink 65 Watt	3	-	-
619-AHKH	Win 10 Pro 64 English, French, Spanish	3	-	-
658-BDMR	Microsoft Office Professional 2016	3	-	-
370-ACKD	16GB (2x8G) 2133MHz DDR4	3	-	-
400-AJCL	M.2 512GB PCIe NVMe Class 40 Solid State Drive	3	-	-
412-AAGV	Thermal Pad, OptiPlex	3	-	-
773-BBBC	M2X3.5 Screw for SSD/DDPE	3	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	3	-	-
325-BBRL	DVD+/-RW Bezel	3	-	-
429-AAJV	DVD-RW Drive (Reads and Writes to DVD/CD)	3	-	-
525-0132	Adobe Acrobat Standard DC	3	-	-
658-BBTV	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	3	-	-
620-AALW	OS-Windows Media Not Included	3	-	-
575-BBBI	No Integrated Stand option	3	-	-
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	3	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	3	-	-
634-BENZ	No DDP ESS Software	3	-	-
954-3465	No DDPE Encryption Software	3	-	-
817-BBBB	No FGA	3	-	-
210-AFGI	OptiPlex 7040 Mini Tower XCTO	3	-	-
385-BBCR	No Media Card Reader	3	-	-
329-BCSE	OptiPlex 7040 MT with 240W up to 85% efficient Power Supply (80Plus Bronze)	3	-	-
555-BBKH	No Bcom required	3	-	-
340-ASOH	Placemat Documentation	3	-	-

387-BBEZ	ENERGY STAR Version 6.0	3	-	-
631-AASO	Intel vPro Technology Enabled	3	-	-
555-BBFO	No Wireless	3	-	-
555-BBFO	No Wireless	3	-	-
800-BBIO	Desktop BTO Standard shipment	3	-	-
401-AANH	2nd Hard Drive: not included	3	-	-
389-BHJV	Intel Core i7 vPro Processor Label	3	-	-
332-1286	US Order	3	-	-
329-BBJL	TPM Enabled	3	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	3	-	-
389-BCGW	No UPC Label	3	-	-
461-AABF	No CompuTrace	3	-	-
551-BBBJ	No Intel Responsive	3	-	-
340-AJFC	Kickstart Product Registration	3	-	-
422-0008	Dell Data Protection System Tools Digital Delivery/DT	3	-	-
525-BBCL	SupportAssist	3	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	3	-	-
658-BBMQ	Enable Low Power Mode	3	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	3	-	-
658-BBNH	Waves Maxx Audio	3	-	-
658-BCUV	Dell Developed Recovery Environment	3	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	3	-	-
340-ABJI	No Diagnostic/Recovery CD media	3	-	-
389-BHMP	Reg Label, MT, MEX,EPA	3	-	-
817-BBBN	NO RAID	3	-	-
461-AABV	No Accessories	3	-	-
340-ARRJ	Shipping Material for System, Minitower, DAO	3	-	-
389-BBUU	Shipping Label for DAO	3	-	-
817-BBBC	Not selected in this configuration	3	-	-
470-AAJL	NO ADAPTER	3	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-866- 516-3115	3	-	-
997-6870	Dell Limited Hardware Warranty Plus Service	3	-	-
997-6895	ProSupport: Next Business Day Onsite 3 Years	3	-	-
997-6915	ProSupport: 7x24 Technical Support, 3 Years	3	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell 22 Monitor - P2217H	2	\$179.39	\$358.78
	Estimated Delivery Date: Jan. 12 - Jan. 17, 2017			
	Contract Code: 99AGZ			
	Customer Agreement No: MHEC-07012015			
210-AIIF	Dell 22 Monitor - P2217H	2	-	-
806-2755	Premium Panel Warranty Advanced Exchange 3 Years	2	-	-
806-2763	Dell Limited Hardware Warranty	2	-	-

<b>Subtotal:</b>	\$5,699.29
<b>Shipping:</b>	\$0.00
<b>Environmental Fees:</b>	\$0.00
<b>Non-Taxable Amount:</b>	\$5,699.29
<b>Taxable Amount:</b>	\$0.00
<b>Estimated Tax:</b>	\$0.00
<b>Total:</b>	<b>\$5,699.29</b>

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

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

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

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

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

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

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

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

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

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

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

## 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Supplier:** refers to Dell or an Authorized Agent.

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

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

## 2. Scope of Work

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

## 3. Purchasing Under Master Agreement

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

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

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

**4. Quantity Guarantee**

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

**5. Master Agreement Term**

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

**6. Order of Precedence**

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

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

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

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

**7. Payment Provisions**

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

**8. Shipping**

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

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

## 9. Product Delivery

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

## 10. Price Guarantees

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

## 11. Product Pricing

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

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

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

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

## 12. Services Pricing

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

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

available for review at [www.dell.com/termsandconditions](http://www.dell.com/termsandconditions) or any other negotiated agreement between Eligible Organization and Dell.

### **13. License and Proprietary Rights**

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

### **14. Proprietary Rights**

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

### **15. Warranties**

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

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

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

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

**16. Termination**

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

**17. Non-Appropriation**

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

#### **18. Records and Audit**

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

#### **19. Independent Contractor**

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

#### **20. Patent, Copyright, Trademark and Trade Secret Indemnification**

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

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

#### **21. Indemnification**

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

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

## **22. Limitation of Liability**

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

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

## **23. Confidentiality**

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

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

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

#### **24. FERPA (and Other Privacy Laws)**

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

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

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

## **25. Amendments**

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

## **26. Scope of Agreement**

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

## **27. Invalid Term or Condition**

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

## **28. Enforcement of Agreement**

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

## **29. Web Site Maintenance**

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

### **30. Equal Opportunity Compliance**

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

### **31. Compliance with Law**

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

### **32. Applicable Law**

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

### **33. Conflict of Interest**

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

### **34. Assignment**

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

### **35. Survival**

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

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

**36. Notification**

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

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

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

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

**37. Administrative Reporting and Fees**

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

**38. MHEC Not Liable For Eligible Organizations**

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

### **39. Announcements and Publicity**

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

### **40. Marketing**

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

### **41. Oversight Committee**

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

### **42. Force Majeure.**

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

### **43. Sovereign Immunity.**

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

### **44. Compliance with Laws and Export.**

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

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

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

#### 45. Miscellaneous.

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

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

**Midwestern Higher Education  
Commission**

**Dell Marketing L.P.**

Signature: Larry Isaak

Lauren Newberry

Name: Larry Isaak

Lauren D. Newberry

Title: President

Contracts Consultant

Midwest Higher Education Compact

Dell Marketing L.P.

Address: 105 Fifth Avenue South Suite 450

One Dell Way, RR 8-07

Minneapolis, Minnesota, 554401

Round Rock, Texas 78682

Date: 6-17-15

June 17, 2015

**Exhibit A – Discount Category Pricing**

**Dell Pricing Level Discount Matrix (“Matrix”):**

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

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

**Revenue Gates**

Dell will offer the following discounts associated with single transactions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(S Version - Rev. 01142014)

## Exhibit C – Dell Return Policy

### U.S. Return Policy

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

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

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

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

#### Exceptions to Dell's 21-Day Return Period:

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

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

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

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

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

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

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

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

Rev. 09182014

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

**Date:** August 8, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Captain Dyon Harper

**Resolution No.:** R-3020-17

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

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

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

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**Action Requested:** A resolution approving purchases during fiscal year 2016-2017 in excess of \$15,000.00 with Spaces, Inc.

**Recommendation:** Approve the resolution.

**Analysis:** Last year, a portion of the Police Department underwent substantial interior renovation. These renovations included many work spaces used by Officers, Detectives, Command Staff, as well as Citizens who have occasion to visit the Police Department.

The Department is now in need of furniture to best utilize remaining space, including the addition of a workstation in the Sergeants office. Much of the office space equipment is decades old, some are broken, and not designed to maximize available work space. Many of the old pieces of equipment are mismatched equipment that has been put in use after being discarded by other departments. The Crime Analyst is working with broken and incomplete furniture.

The included furniture proposal from Spaces, Inc. shows a design plan of both the layout and models of furniture/equipment selected for this project. The Department is able to utilize the "U.S. Communities" Federal cooperative bid. This provides deeply discounted equipment pricing.

Knoll (manufacturer) products include an excellent warranty, covering lifetime parts and service on the workstations and 12 years on chairs. Knoll also maintains a non-obsolescence policy, making future renovations and service possible within this same product line.

The purchase was presented to the Sales Tax Oversight Committee on 07-18-17 and was found to meet the intent of the Public Safety Sales Tax.

**Alternatives:** Not purchase the workstations and risk equipment failure with old equipment, and not add additional workstation.

**Budgetary Impact:**

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

Amount Requested: \$22,829.72  
Account Number(s): 207-32-00-100-53500 - \$7,100.00 - Equipment Expense  
207-32-00-100-53250 - \$15,729.72 - Capital  
Department: Police  
Fund: Public Safety Sales Tax

**Additional Reports Attached:** Design rendering, Knoll information packet, itemized pricing proposal, warranty information, U.S. Communities Contract Snapshot

**A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF WORKSTATIONS AND EQUIPMENT FROM SPACES, INC. OFF THE U.S. COMMUNITIES COOPERATIVE BID IN AN AMOUNT NOT TO EXCEED \$22,829.72 FOR FISCAL YEAR 2016-2017**

**WHEREAS**, the City of Raytown Police Department has a need to upgrade and replace outdated and nonfunctioning workstations and equipment; and

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

**WHEREAS**, the cost of workstations and equipment from Spaces, Inc. is anticipated to exceed \$15,000.00 in fiscal year 2016-2017; therefore, Board of Aldermen approval is required; and

**WHEREAS**, the expenditure was reviewed on July 18, 2017 and was recommended by the Special Sales Tax Review Committee as being consistent with voter intent; and

**WHEREAS**, the Board of Aldermen find it is the best interest of the citizens of the City of Raytown to authorize and approve the purchase of workstations and equipment from Spaces, Inc. off the U.S. Communities Cooperative Bid (#4400003404) in an amount not to exceed \$22,829.72 for fiscal year 2016-2017; and

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

**THAT** the purchase of workstations and equipment from Spaces, Inc. off the U.S. Communities Cooperative Bid in an amount not to exceed \$22,829.72 for fiscal year 2016-2017 is hereby authorized and approved; and

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

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 15<sup>th</sup> day of August, 2017.

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

ATTEST:

Approved as to Form:

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

\_\_\_\_\_  
George E. Kapke, City Attorney

# Raytown Police Department

Cost Breakdown-08.07.2017

Nicole Quinonez nquinonez@spacesinc.com



## Sergeant's Office

Product	\$15,003.79
Installation of New:	\$3,100.00
<b>Total</b>	<b>\$18,103.79</b>

## Crime Analyst's Office

Product	\$4,185.93
Installation of New	\$540.00
<b>Total</b>	<b>\$4,725.93</b>

<b>SGT &amp; C.A. Total</b>	<b>\$22,829.72</b>
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Sergeant's Office



Crime Analyst's Office

**Table A: Drop Ship Delivery**  
**KNOLL, INC. U.S. COMMUNITIES CONTRACT SNAPSHOT**

**CONTRACT #** COO41458

**DELIVERY: 90 DAYS, FOB DESTINATION. DROP SHIP DELIVERY**  
**PAYMENT TERMS: NET 30 DAYS**

**TERM:** JANUARY 1, 2013-DECEMBER 31, 2017

Product Line	Single Order List Value	Discount from Current Commercial Price List
Morrison	ALL ORDERS	70%
Reff	ALL ORDERS	68.5%
Reuter	ALL ORDERS	68.5%
Currents	ALL ORDERS	68.5%
AutoStrada	ALL ORDERS	68.5%
Dividends Horizon	ALL ORDERS	68.5%
Series 2	ALL ORDERS	68.5%
Antenna	ALL ORDERS	68.5%
Tone	ALL ORDERS	68.5%
k. stand	ALL ORDERS	68.5%
Upstart	ALL ORDERS	68.5%
Rockwell	ALL ORDERS	57.5%
Template	ALL ORDERS	68.5%
Calibre	ALL ORDERS	59.5%
KnollExtra	ALL ORDERS	59.5%
Chadwick	ALL ORDERS	59.5%



1050 K Street, NW  
Washington, DC 20001

<b>Product Line</b>	<b>Single Order List Value</b>	<b>Discount from Current Commercial Price List</b>
Essentials Pro	ALL ORDERS	59.5%
k. task	ALL ORDERS	59.5%
Remix	ALL ORDERS	59.5%
Life	ALL ORDERS	59.5%
Generation/ ReGeneration/ MultiGeneration	ALL ORDERS	59.5%
Moment	ALL ORDERS	52%
k. lounge	ALL ORDERS	57%
Studio Including Spark Seating	ALL ORDERS	52.5%
Pixel	ALL ORDERS	57%
Renewal Parts	ALL ORDERS	40%

*Knoll Contract Confirmation Numbers:*

- 41457 - Direct Orders
- 41458 - Dealer Held Orders

# Knoll Warranty

## Knoll Warranty

Seller warrants to the original Purchaser only that the Products Seller manufactures and sells to Purchaser are free of defects in workmanship and materials, during the applicable warranty period set forth below. Warranty period set forth below is for 24-hour, 7 days a week, multi shift use (includes parts and labor to repair). Should any failure to conform with this limited warranty appear to a Product listed below during the applicable warranty period from the date of shipment, Seller shall, upon prompt written notice, repair or replace, at its option and costs, the affected part or parts. **Union labor provided for warranty repairs where required.**

## Product and Period of Warranty

### Lifetime

Antenna Workspaces, AutoStrada, Calibre, Crinion Open Table, Currents, Dividends Horizon, Equity, Morrison, Reff Profiles laminate, Series 2 Storage, Template and other non-wood components (except cascade edge worksurfaces, operational parts, controls, electrical, Lighting, Series 2 Veneer Front Storage, special or custom products, see below).

### 12 Years

Chadwick, Essentials Work Chairs, Generation by Knoll, Life, Moment, MultiGeneration by Knoll, ReGeneration by Knoll, Remix, RPM, Sapper and Toboggan seating (except seating upholstery, textiles, leathers and finishes, see below).

### 10 Years

Anchor Storage (except digital keypad lock), Antenna Workspaces, AutoStrada, Crinion Open Table, Dividends Horizon, Reff Profiles, Template wood components, Series 2 Veneer Front Storage, cascade edge worksurfaces, Wood Casegoods (The Graham Collection) (except wood casegoods upholstered surfaces, see below), Interaction tables (except height adjustment mechanisms for Counterforce,

crank-adjustable, and split-top tables and worksurfaces, see below), Reuter overheads, Reuter vertical storage, KnollExtra Sapper Monitor Arm Collection, Adjustable keyboard mechanisms and platforms, Communication Boards (except fabric board textiles, see below), Smokador collection (except leathers, see below), and Orchestra Universal Systems Accessories, k. lounge structural components.

### 5 Years

Operational parts, controls, electrical, Lighting (except light ballasts, bulbs and power supply, see below), special or custom product, wood veneer products, Currents handcrank, Interaction Counterforce, Interaction crank-adjustable, and split-top mechanisms, KnollStudio, Spark Series seating structural elements, structural elements of all KnollStudio outdoor products including all Richard Schultz designed products, CPU storage and all universal storage drawers and Power Collection, Tone Tables.

### 3 Years

Seating upholstery, textiles, leathers and finishes. Fabric boards textiles and Smokador Collection leathers.

### 2 Years

Anchor Storage digital keypad, all other KnollExtra product.

### 1 Year

Light ballasts, bulbs and power supply, seating upholstered armpads and soft armpads, wood casegoods upholstered surfaces, KnollStudio, outdoor product finishes, k. lounge upholstery and k. lounge fabric.

*This warranty does not apply to:*

- Damage caused by a carrier other than the Seller.
- Normal wear and tear or acts or omissions of parties other than Seller (including user modification, improper use or installation of Products).
- COM or other third party materials applied to Products.
- Products not installed by or under the auspices of a Knoll Dealer.
- Dramatic temperature variations or exposure to unusual conditions.
- Changes in surface finishes, including colorfastness due to aging or exposure to light.
- Except as specifically noted above, textiles and upholstery supplied by KnollTextiles (consult current KnollTextiles price list for applicable warranty).
- Natural variations occurring in wood, marble, and leather shall not be considered defects, and the Seller does not guarantee the colorfastness or matching of the colors, grains or textures, or surface hardness of such materials. The Seller also does not guarantee the colorfastness of fiberglass panel surfaces.

*THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.*

*The remedies provided above are the Purchaser's sole remedies for any failure of Seller to comply with its obligations regarding the workmanship of its Products. Correction of any nonconformity in the manner and for the period of time provided shall constitute complete fulfillment of all liabilities of Seller, with respect to or arising out of the Product furnished hereunder.*





# Warranty

## Global Warranty Information

### A History of Success

Founded in Canada in 1966, The Global Group is one of the largest manufacturers and marketers of quality business furniture in the world. Our facilities include more than 40 just-in-time manufacturing and product assembly plants, plus offices, showrooms and distribution facilities.

Customer service is the cornerstone of our continued success and the reason why the Global choice is often the first choice for office furniture solutions by clients the world over.

### Ergonomics

Global manufactures an extensive selection of office furniture in the areas of seating, files and storage, casegoods, panels and computer accessories. The people at Global are proud to bring you office furniture manufactured with ergonomic features integrated into every product in order to help build a healthy, comfortable and productive work environment.

### ISO 9000

At Global, we continue to set the highest quality product standards. Registration to ISO 9000, the international standard for quality systems is just one example of our longstanding promise to manufacture office furniture that is built to work better and last longer.

### Research and Development

The Global Group is one of the very few business furniture companies worldwide to maintain an in-house testing laboratory. The testing laboratory and its support programs certify our components and finished products. Global certified office furniture products meet, and often exceed industry and government standards.

### The Environment

At Global we're proud of our pledge to maintain a clean environment. We have long established environmental programs throughout our plants and offices to sustain our 'earth

friendly' commitment. The people at Global take every opportunity to Reduce, Reuse and Recycle.

## ISO 14001

At Global we're proud to say we're ISO 14001 registered. ISO 14001 is the benchmark international standard for the implementation and operation of an environmental management system. Certification requires a commitment to continuously improve practices that protect the environment.

## Lifetime Warranty

Global warrants that all commercial products are free from defects in material and workmanship, for the life of the product, to the original purchaser. Global will repair or replace, at Global's option, as the sole remedy for any defect covered by the warranty. For detailed conditions, refer to the current Global Price List.

**This warranty covers the following product categories.**

1. General Seating
2. Filing
3. Panels
4. Desks, Modular Furniture and Tables

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## LIFETIME WARRANTY



Global will repair or replace, at Global's option, as the sole remedy for any defect covered by the warranty. The warranty applies to products manufactured after January 1, 2011.

## General Commercial Seating

Global's warranty for general commercial seating covers all chair components including pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats, backs and other structural components.

Exceptions to the warranty for general commercial seating are as follows:

- Foam, textiles (as sampled on Global branded and textile program cards), mesh

material and electrical devices, are warranted for five (5) Years

- Control mechanisms are warranted for twelve (12) Years

The warranty applies to single shift, standard commercial usage, defined as a standard eight (8) hour day, forty (40) hour week for users weighing up to 300 pounds.

## **Heavy Duty Seating**

Global offers products designed for multiple shift applications (24 hours a day / 7 days a week) and larger individuals weighing up to 350 and/or 500 pounds (depending on series and/or model). Global warrants these products for twelve (12) years to the original purchaser. All components (including control mechanisms, pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats/backs, etc.) are covered for 24/7 applications under the warranty. The exceptions are foam and textiles, which are covered for five (5) years. Textiles on these products must exceed 100,000 double rubs for the textile portion of the warranty to apply. Heavy Duty product series that apply under this warranty currently include: Concord Executive 24 hour, Dexter/Dexter+, Granada TS, Granada Deluxe TS, Malaga TS, Mallorca TS, Maxima II, ObusForme Comfort TS, Robust, Saxon, Stamina+, Truform TS, Vion TS and Yorkdale TS.

## **Light Use Seating**

Global offers light use seating that is warranted for ten (10) years for the original purchaser. The warranty covers all components (frames, glides, and arms). The foam/textiles are warranted for five (5) years. The warranty on these light use series is for an eight (8) hour day, forty (40) hour week for users up to 200 pounds. Light use product series that apply under this warranty currently consists of Galaxy and Key series.

## **Textiles**

Global warrants Global branded textiles and Global carded textile programs inclusive of fabrics, vinyls and leather products for five (5) years. Global carded textile programs are currently with Arc-Com, CF Stinson, EnviroLeather by LDI, Greenhides, Mayer Fabrics, Momentum, Maharam, Knoll Textiles, Designtex, and Ultrafabrics. Global does not warrant COM (Customer Own Materials) or GPM (Global Purchased Materials) that are customer specified materials, or graded-in and purchased by Global for a customer. For GPM or COM products, please contact the textile supplier for performance information and warranty details.

## **Seating Warranty Summary**

## **Files, Desks, Modular Furniture, Tables, Panels & Accessories**

Seating Type	Components Warranty For Original Purchaser	Use Time For Warranty Coverage	Exceptions
General Commercial Seating	Lifetime	8 Hours/5 Days Per Week	Foam/Textiles/Mesh/Electrical Devices - 5 Years Control Mechanisms - 12 Years
Heavy Duty Seating	12 Years	24 Hours/7 Days Per Week	Foam/Textiles - 5 Years
Light Use Seating	10 Years	8 Hours/5 Days Per Week	Foam/Textiles - 5 Years

Global warrants all components of metal storage and filing, laminate and wood veneer desks, laminate and wood veneer tables, metal leg components and panels for the lifetime

Exceptions to the warranty for Files/Desks/Tables and Panels are as follows:

- Electrical devices, panel and tackboard textiles, adjustable keyboard mechanisms/lecterns/coat trees and task lights – five (5) Years
- Folding tables (laminate and Lite Lift II models) – one (1) Year

#### **Files, Desks, Modular Furniture, Tables, Panels & Accessories Warranty Summary**

Global's Warranty does not apply (for any product category) to the following:

- Failures due to wear and tear
- Failures which result from negligence, abuse, accident or misuse
- Failure to apply, install or maintain products according to Global's written instructions

Product Type	Components Warranty For Original Purchaser	Exceptions
Metal Storage and Filing	Lifetime	None
Laminate/Wood Veneer Desks and Modular Furniture	Lifetime	Tackboard Textiles , Electrical Devices, Task Lights - 5 Years
Boardroom, Conference and Training Tables	Lifetime	Electrical Devices - 5 Years
Panels	Lifetime	Panel Textiles, Electrical Devices, Task Lights - 5 Years
Coat Racks and Lecterns	5 Years	None
Folding Tables (Laminate & Molded)	1 Year	None

and warnings

- Modifications, attachments or repair methods not approved by Global
- Damage caused by a carrier in transit, or delivery/installation contractors
- The matching of colors, grains or textures (wood, leather, etc.) of natural materials and color matching of textiles
- Products exposed to extreme hot or cold temperatures or excessively dry or humid environments
- Colorfastness or the matching of color of textiles
- Damage by markings or staining; damage by sharp objects or imprinting from instruments
- Damage to textiles or laminate and wood surfaces/edges from exposure to sunlight (including UV rays)
- Products used for rental purposes

Global's warranty does not cover the costs of transportation or labor. Repair or replacement will be at Global's option.

Global makes no warranty that any of its products are suitable for any particular purpose and makes no other warranties, express or implied, other than those set out here. As codes and standards vary from one jurisdiction to another, references to compliance are solely for convenience and without any representation as to accuracy or suitability. Users must verify the suitability of such information or product for their specific application. In no event shall Global be liable in either tort or contract for any loss or direct, special, incidental, consequential, or exemplary damages.

Global's warranty applies to products sold within the United States of America, Mexico, the Commonwealth of Puerto Rico and Canada.

## Non-Obsolescence

Today, the expectations of the workplace are changing, with a greater emphasis on team and collaborative activities. Knoll supports this emerging office, with products that address the needs of the individual, the group and the enterprise. Because of this commitment to generating products that endure, our product breadth is unparalleled in its scope and coherence: open plan furniture, private office, filing and storage, seating, and fine furniture for high profile areas. Our specialty businesses enrich customer interiors with technology support tools, paper management systems, elegant textiles and Italian leathers. Today, more than ever, many of these products not only aesthetically relate to one another, but physically integrate, providing more options than ever before to tailor product solutions to your precise needs.

Our policy for product continuum is to develop and enhance components that fully integrate and are compatible with current product lines. Our intent is to bridge the future needs of technology into the current product offerings and create universal product offerings. As an example, Knoll lines such as Reff and Morrison have been in production 20+ years and continue to be upgraded.

In the event a product or component purchased is discontinued, we will assist with the selection of a compatible product of equal or superior value and function.

### Additional Enhancements to our Product Lines

- Enhancements to Dividends Horizon® and Reff Profiles® product lines for open plan environments and private offices, including faceted Dividends Horizon worksurfaces to support interactive, outward facing workstation design.
- Expanded offerings to its Anchor™ storage collections, designed to provide tailored solutions for open plan environments.
- New designs from KnollTextiles, including collections by Kari Pei and Dorothy Cosonas, and five upholstery fabrics that comprise the 2014 Archival Collection, inspired by the work of legendary Knoll designers Astride Sampe, Florence Knoll and Marianne Strengell.
- Acoustic FilzFelt® products by Architecture Research Office— wall, ceiling and space dividing solutions that allow for acoustic, aesthetic and privacy by combining standard components covered in 63 colorways of 100% Wool Design Felt.
- The range of new products and enhancements to existing product lines underscores the Company's ongoing commitment to achieving BIFMA level 3 sustainable design certifications for its open plan, private office, seating and filing product lines. level 3 is the highest rating a product can achieve under the Business and Institutional Furniture Manufacturer's Association's (BIFMA) level furniture sustainability certification. Knoll has been awarded level 3 certifications for 21 of its products.

### Our Commitment at Work

Examples of retrofit-able upgrades Knoll has introduced over the past 20 years include:

- Reff and Morrison stackable panels  
*This capability allows our clients to adjust privacy levels without the cost or inconvenience of completely tearing down workstations.*
- Upgraded electrical and data management systems,  
*This includes the capability to handle up to six circuits.*
- The Reuter overhead, adaptable to all Knoll systems.  
*It was the first overhead with a pneumatic door lift assist, making for a quieter and safer work environment*
- Beltline / floating port electrical and data access.
- Compatible with Reff and Morrison systems
- Floor to ceiling stackable panel capability in Reff panels.  
*This eliminates the need to introduce a secondary demountable wall system to create full height enclosure*
- The integration of Template and Fence with Antenna Workspaces.

# Sapper™ Monitor Arm

## An Ergonomic Checklist

by Tom Albin, MA, MS, PE, CPE

Knoll asked a leading workplace ergonomist, Tom Albin, to provide an independent ergonomic assessment of the Sapper Monitor Arm. Albin heads an ergonomic consulting practice, High Plains Engineering Services, and has more than 20 years of experience in office ergonomics. He also chaired the committee that published the ANSI/HFES 100-2007 standards and serves as a US representative to various international standards committees. Below is Albin's assessment:

### What Makes a Monitor Arm a Good Ergonomic Tool?

An objective way to evaluate any monitor arm's performance is to assess whether it conforms to ergonomic technical standards, such as ANSI/HFES 100-2007. This standard contains ergonomic specifications for office furniture, displays, input devices, and the integration of all those components into a complete workstation, which accommodates at least 90% of the North American workforce.<sup>1</sup> It requires manufacturers to provide users with information on specific properties of the monitor arm, as described below. ANSI/HFES also provides guidelines for how a monitor arm should be set up in a workstation, which is fully explained in Knoll's paper, *A Guide to Trouble-Free Selection and Ergonomic Setup of Monitor Arms* (on knoll.com).

### ANSI/HFES 100-2007 Standards and Compliance

ANSI HFES 100 -2007 requires manufacturers to	Sapper Monitor Arm Collection	
	Compliance?	Function
Allow viewing distance adjustment	<input checked="" type="checkbox"/> Yes	3 – 17 inches with standard arm
Allow tilt adjustment	<input checked="" type="checkbox"/> Yes	165 degrees
Allow swivel adjustment	<input checked="" type="checkbox"/> Yes	180 degrees
Allow rotation adjustment	<input checked="" type="checkbox"/> Yes	360 degrees
Specify range of vertical height adjustment	<input checked="" type="checkbox"/> Yes	14 inches on standard 16-inch mast; 22 inches on a 24-inch mast; 30 inches on a 32-inch mast
Specify weight of monitor accommodated	<input checked="" type="checkbox"/> Yes	Monitors up to 20 pounds on standard collection Monitors up to 50 pounds on Sapper 50 arms and beams
Specify size of monitor accommodated	<input checked="" type="checkbox"/> Yes	VESA-compliant (Video Electronics Standards Association) hole patterns 75 x 75, 100 x 100, 100 x 200, 200 x 200, 300 x 300, 400 x 400, 400 x 600



### A Brief Assessment of the Sapper Monitor Arm

The Sapper Monitor Arm Collection provides the adjustment capabilities necessary to accommodate a wide range of users and workstation arrangements.

The various mast heights available accommodate the vertical height adjustments necessary to provide the recommended screen viewing angles for individuals ranging between a small female (5th percentile) and a large male (95th percentile).

The 17-inch horizontal adjustability of the arm provides a great deal of flexibility in viewing distance and the 2.5-inch folded position allows for full utilization of the worksurface.

The Sapper arm has several means of adjusting the monitor in order to position the screen as close to perpendicular as possible to the user's line of sight. First, the entire arm swivels 360° around the mast. Second, the mounting bracket allows 180° of swivel to either side. The mounting bracket also allows rotating the monitor between landscape and portrait mode.

The combination of this adjustability, plus the available options for mounting heavier monitors (up to 50 pounds) and multiple monitors, make the Sapper monitor arm a good ergonomic solution for any user.

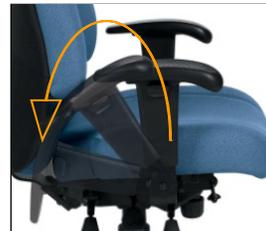
<sup>1</sup> Human Factors and Ergonomics Society (2007). ANSI/HFES 100-2007 *Human Factors Engineering of Computer Workstations*. Human Factors and Ergonomics Society, Santa Monica, California.



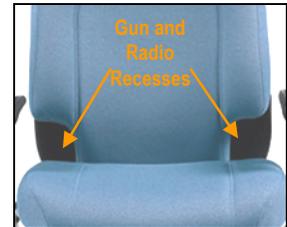
A new addition to Global's heavy duty / multi-shift seating offering, Saxon offers a dual cushion ultracel® foam seat and heavily padded back to provide exceptional comfort. This series features the ZT swing away folding arm to accommodate users that wear equipment belts, such as Policemen and security personnel. Saxon is standard with a ballistic nylon outer back that is resistant to impact damage. This model is rated for users up to 350lbs. Perfect for all users in heavy duty applications.



2512-3  
HIGH BACK HEAVY DUTY MULTI-TILTER



ZT swing away folding arm.



Gun and Radio recesses in back



2512-3 Back View

### NEW | PRODUCT

#### FEATURES:

- **Rated for multi shift use by persons up to 350 pounds.**
- Standard with height adjustable ZT swing away folding arms to accommodate users that wear equipment belts, such as Policemen and military personnel.
- Standard with Vari-Width (WA) width adjustable arm extensions.
- Ballistic nylon (available in Black only) used on the outer back and inside back insets is resistant to impact damage.
- Dual cushion Ultracel® foam seat and heavily padded back to provide exceptional comfort.
- Sliding seat depth adjustment (MD).
- Back support upright is 3" wide for extra strength.
- Vertical back height ratchet adjustment.

#### SUGGESTED APPLICATIONS:

- Police Stations
- Guard Towers
- Military Offices
- Security Stations

#### AVAILABLE TEXTILES:

- Vinyl
- Fabric