

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
DECEMBER 4, 2018
REGULAR SESSION No. 41
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
6:00 P.M.

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

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

REGULAR AGENDA

STUDY SESSION

2017-2018 Year End Financials-Unaudited
Michael Keenan, Cochran Head & Vick
Missy Wilson, Co-Interim City Administrator/Assistant City Administrator/Interim Finance Director

LEGISLATIVE SESSION

1. CONSENT AGENDA

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

Approval of the Regular November 13, 2018 Board of Aldermen meeting minutes.
Approval of the Regular November 20, 2018 Board of Aldermen meeting minutes.

NEW BUSINESS

2. **R-3149-18: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT FOR LEGAL SERVICES WITH LAUBER MUNICIPAL LAW, LLC FOR CITY ATTORNEY AND SPECIAL COUNSEL SERVICES AND APPROVING THE EXPENDITURE OF FUNDS WITH LAUBER MUNICIPAL LAW, LLC IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2018-2019. Point of Contact: Damon Hodges, Co-Interim City Administrator/Assistant City Administrator/Public Works Director and Missy Wilson Co-Interim City Administrator/ Assistant City Administrator/Interim Finance Director/Economic Development Administrator.
3. **R-3150-18: A RESOLUTION** APPOINTING DAMON L. HODGES AS CITY ADMINISTRATOR FOR THE CITY OF RAYTOWN AND RATIFYING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY AND DAMON L. HODGES TO SERVE IN SUCH CAPACITY. Point of Contact: Teresa Henry, City Clerk.

*******30 Minutes Recess*******

4. **FIRST READING: Amended Bill No. 6494-18, Section XX-D-5. AN ORDINANCE** AMENDING CHAPTER 36 (STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES), ARTICLE V (FACILITIES IN PUBLIC RIGHT-OF-WAY), AND ADDING ARTICLE VI (SMALL WIRELESS FACILITIES) TO THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, FOR THE PURPOSE OF UPDATING THE CITY'S REQUIREMENTS FOR USE OF THE PUBLIC RIGHT-OF-WAY AND PERMITTING OF SMALL WIRELESS FACILITIES. Point of Contact: Damon Hodges, Co-Interim City Administrator/Assistant City Administrator/Public Works Director.
5. **R-3151-18: A RESOLUTION** AUTHORIZING AND APPROVING THE ACCEPTANCE OF A MISSOURI DEPARTMENT OF TRANSPORTATION TRAFFIC AND HIGHWAY SAFETY HAZARDOUS MOVING GRANT IN THE AMOUNT OF \$6,169.05 AND AMENDING THE FISCAL YEAR 2018-2019 BUDGET. Point of Contact: Jim Lynch, Police Chief.
6. **R-3152-18: A RESOLUTION** AUTHORIZING AND APPROVING AN APPLICATION FOR GRANT FUNDING IN CONNECTION WITH RAYTOWN VOLUNTEERS IN POLICE SERVICE INC. Point of Contact: Jim Lynch, Police Chief.
7. **R-3153-18: A RESOLUTION** AUTHORIZING AND APPROVING THE ACCEPTANCE OF A BUREAU OF JUSTICE ASSISTANCE BULLETPROOF VEST PARTNERSHIP GRANT IN THE AMOUNT OF \$9,285.24 AND AMENDING THE FISCAL YEAR 2018-2019 BUDGET. Point of Contact: Jim Lynch, Police Chief.
8. **R-3154-18: A RESOLUTION** AUTHORIZING AND APPROVING AN EXPENDITURE OF FUNDS WITH MDL TECHNOLOGY, LLC FOR INFORMATION TECHNOLOGY-RELATED SERVICES IN AN AMOUNT NOT TO EXCEED \$105,600.00 FOR FISCAL YEAR 2018-2019. Point of Contact: Jim Lynch, Police Chief.
9. **R-3155-18: A RESOLUTION** AUTHORIZING AND APPROVING A MAINTENANCE CONTRACT WITH MOTOROLA SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED \$31,836.00 FOR FISCAL YEAR 2018-2019. Point of Contact: Jim Lynch, Police Chief.
10. **R-3156-18: A RESOLUTION** AUTHORIZING AND APPROVING AN ANNUAL MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN AND HARRIS COMPUTER-GLOBAL SOFTWARE IN AN AMOUNT NOT TO EXCEED \$49,746.00 FOR FISCAL YEAR 2018-2019. Point of Contact: Jim Lynch, Police Chief.

ADJOURNMENT

DRAFT
TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
NOVEMBER 13, 2018
REGULAR SESSION No. 39
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
6:00 P.M.

OPENING SESSION

Mayor Michael McDonough called the November 13, 2018 Board of Aldermen meeting to order at 6:00 p.m. and Rex Block provided the invocation and led the pledge of allegiance.

Roll Call

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

Absent: Alderman Jim Aziere, Alderman Mark Moore

CLOSED SESSION

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

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

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

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

Nays: None

Absent: Aldermen Aziere, Moore

The meeting adjourned to Closed Session.

Alderman Myers, seconded by Alderman Mims, made a motion to adjourn the Closed Session and reconvene in Open Session. The motion was approved by a majority of those present.

The Closed Session adjourned at 6:34 p.m.

Mayor McDonough reconvened the meeting in Open Session at 7:02 p.m.

Roll Call

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

Absent: Alderman Mark Moore, Alderman Jim Aziere

OPENING SESSION

Communication from the Mayor

Mayor McDonough presented a proclamation to Bryan Anderson.

Public Comments

Erin Morse, 10312 E 63 Street, spoke regarding the City's stray-hold policy.

Stacey Payne, 10312 E 63 Street, spoke regarding the City's stray-hold policy.

Tony Jacob, Raytown, MO, spoke regarding the City's stray-hold policy and pay disparity among City employees.

Mindy McDaniel, Raytown, MO, spoke regarding the City's stray-hold policy.

Brenda Finlay-Hager, Raytown, MO, spoke regarding the City's stray-hold policy.

Bill Renick, 6629 Maywood, Raytown, MO, spoke regarding the City's stray-hold policy.

Robyn Burky, 6500 Proctor Avenue, Kansas City, MO, spoke reading the City's stray-hold policy.

Alderman Mims asked for clarification regarding an item on the meeting agenda.

Communication from the Mayor, continued

Mayor McDonough spoke regarding Veterans Day.

Alderman Mark Moore joined the meeting at 7:12 p.m.

Communication from the City Administrator

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

Committee Reports

Mayor McDonough spoke regarding the upcoming holiday lighting ceremony.

Alderman Mims spoke regarding a need for the community to work together.

Alderman Myers spoke regarding the upcoming School Board meeting.

Alderman Van Buskirk spoke regarding the recent Raytown Economic Redevelopment Corporation meeting.

Alderman Meyers spoke regarding an upcoming REAP fundraiser and the need for charitable outreach.

REGULAR AGENDA

LEGISLATIVE SESSION

Alderman Myers, seconded by Alderman Mims, made a motion to add a discussion item, pertaining to municipal bonds, to the end of the meeting agenda. The motion was approved by a vote of 5-4-1.

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

Nays: Aldermen Greene, Moore, Black, Meyers

Absent: Alderman Aziere

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 October 16, 2018 Board of Aldermen meeting minutes.

R-3137-18: A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF JASON HULL AS AN AT-LARGE REPRESENTATIVE TO THE SPECIAL SALES TAX REVIEW COMMITTEE. Point of Contact: Teresa Henry, City Clerk.

R-3138-18: A RESOLUTION APPOINTING ASSISTANT CITY ADMINISTRATOR MICHELLE WILSON AS A CITY REPRESENTATIVE ON THE DITZLER COMMUNITY IMPROVEMENT DISTRICT BOARD OF DIRECTORS. Point of Contact: Teresa Henry, City Clerk.

R-3139-18: A RESOLUTION APPOINTING ASSISTANT CITY ADMINISTRATOR MICHELLE WILSON AS THE CITY REPRESENTATIVE ON THE RAYTOWN 350 COMMUNITY IMPROVEMENT DISTRICT BOARD OF DIRECTORS. Point of Contact: Teresa Henry, City Clerk.

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

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

Nays: None

Absent: Alderman Aziere

NEW BUSINESS

Alderman Black, seconded by Alderman Mims, made a motion to move item 7, Bill No. 6486-18, to be item 2 on the meeting agenda.

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

Nays: None

Absent: Alderman Aziere

2. **FIRST READING: Bill No. 6486-18, Section IX. AN ORDINANCE** AMENDING CHAPTER 6, ARTICLE V, DIVISION 2, SECTION 6-317(1) OF ANIMAL REGULATION OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN. Point of Contact: Ray Haydaripoor, Community Development Director.

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

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

Alderman Van Buskirk stated that during the Municipal Committee on October 13, 2018, the committee made a recommendation to bring this item before the full Board of Aldermen.

Alderman Van Buskirk, seconded by Alderman Black, made a motion to suspend the rules and hold an immediate second reading. The motion was approved by a vote of 9-0-1.

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

Nays: None

Absent: Alderman Aziere

The ordinance was read for a second time by title only by Teresa Henry, City Clerk.

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

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

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

Nays: None

Absent: Alderman Aziere

3. Public Hearing: A public hearing to consider a change in zoning for property located at 6920 Elm.

3a. FIRST READING: Bill No. 6481-18, Section XIII. AN ORDINANCE GRANTING A CHANGE IN ZONING FOR PROPERTY LOCATED AT 6920 ELM STREET FROM HIGHWAY COMMERCIAL DISTRICT (HC) TO HIGH-DENSITY RESIDENTIAL DISTRICT (R-3) LOCATED IN LAUREL HEIGHTS, A SUBDIVISION OF THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Ray Haydaripoor, Community Development Director.

Mayor McDonough opened the public hearing.

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

Ray Haydaripoor, Community Development Director, and Antonio Mendez, the property owner, remained available for any discussion.

The ordinance was discussed.

Alderman Greene, seconded by Alderman Black, made a motion to continue to a date certain of November 20, 2018.

Alderman Van Buskirk stated that he has had ex parte communication related to this item.

Mayor McDonough called for any public comments.

There were no public comments.

Alderman Greene's motion, seconded by Alderman Black, was approved by a vote of 9-0-1.

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

Nays: None

Absent: Alderman Aziere

4. Public Hearing: A public hearing to consider a final site plan for property located at 6920 Elm.

4a. **FIRST READING: Bill No. 6482-18, Section XIII. AN ORDINANCE GRANTING APPROVAL OF THE SITE PLAN FOR LAND LOCATED AT 6920 ELM STREET IN ACCORDANCE WITH THE PROVISIONS OF THE COMPREHENSIVE ZONING REGULATIONS FOR THE CITY OF RAYTOWN, MISSOURI.** Point of Contact: Ray Haydaripoor, Community Development Director.

Mayor McDonough opened the public hearing.

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

Ray Haydaripoor, Community Development Director, Antonio Mendez, the property owner, and Fernando Gomez, the project's general contractor, remained available for any discussion.

Alderman Van Buskirk stated that he has had ex parte communication related to this item.

The ordinance was discussed.

Alderman Greene, seconded by Alderman Black, made a motion to continue to a date certain of November 20, 2018.

Discussion continued regarding the final site plan.

Mayor McDonough called for any public comments.

Alderman Greene's motion, seconded by Alderman Black, was approved by a vote of 9-0-1.

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

Nays: None

Absent: Alderman Aziere

5. Public Hearing: A public hearing to consider the rezoning of Turn Leaf Villas.

5a. **FIRST READING: Bill No. 6483-18, Section XIII. AN ORDINANCE GRANTING AN AMENDMENT TO A PLANNED DEVELOPMENT TO ALLOW FOR A 10-BED MEMORY CARE FACILITY ON LOT 6 OF BLUE RIDGE VILLAS IN ACCORDANCE WITH THE PROVISIONS OF THE COMPREHENSIVE ZONING REGULATIONS FOR THE CITY OF RAYTOWN, MISSOURI.** Point of Contact: Ray Haydaripoor, Community Development Director.

Mayor McDonough opened the public hearing.

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

Ray Haydaripoor, Community Development Director, and Ivan Chiang, the property owner, remained available for any discussion.

The ordinance was discussed.

Alderman Mims, seconded by Alderman Myers, made a motion to continue to a date certain of November 20, 2018. The motion was approved by a vote of 9-0-1.

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

Nays: None

Absent: Alderman Aziere

6. Public Hearing: A public hearing to consider a final site plan for Somerset Village.

6a. **FIRST READING: Bill No. 6484-18, Section XIII. AN ORDINANCE** APPROVING THE FINAL SITE PLAN OF SOMERSET VILLAGE APARTMENTS, WILSON VIEW, A SUBDIVISION OF THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Ray Haydaripoor, Community Development Director.

Mayor McDonough opened the public hearing.

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

Ray Haydaripoor, Community Development Director, and Curtis Peterson, on behalf of KM-TEH Realty, remained available for any discussion.

Alderman Mims, seconded by Alderman Greene, made a motion to continue to a date certain of November 20, 2018.

The ordinance was discussed.

Curtis Peterson, presented an overview of the project.

Discussion continued.

Alderman Mims' motion, seconded by Alderman Greene, was approved by a vote of 9-0-1.

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

Nays: None

Absent: Alderman Aziere

7. **FIRST READING: Bill No. 6485-18, Section XIII. AN ORDINANCE** APPROVING THE FINAL PLAT, WILSON VIEW, A SUBDIVISION OF THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Ray Haydaripoor, Community Development Director.

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

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

There was no discussion.

Mayor McDonough called for a five-minute recess.

Mayor McDonough reconvened the meeting at 8:52 p.m.

8. **FIRST READING: Bill No. 6487-18, Section IV-A. AN ORDINANCE** ESTABLISHING THE COMPENSATION FOR THE OFFICE OF BOARD OF ALDERMAN FOR THE TERM BEGINNING APRIL 2019. Point of Contact: Teresa Henry, City Clerk.

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

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

The ordinance was discussed.

9. **FIRST READING: Bill No. 6488-18, Section IV-B. AN ORDINANCE** ESTABLISHING THE COMPENSATION FOR THE OFFICE OF CITY COLLECTOR FOR THE TERM BEGINNING APRIL 2019. Point of Contact: Teresa Henry, City Clerk.

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

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

Alderman Myers, seconded by Alderman Greene, made a motion to refer the ordinance to the Municipal Committee to consider assigning the duties of City Collector to the City Marshal.

The ordinance was discussed.

Alderman Myers and Alderman Greene rescinded their motion.

Discussion continued.

10. **FIRST READING: Bill No. 6489-18, Section IV-A. AN ORDINANCE ESTABLISHING THE COMPENSATION FOR THE OFFICE OF MAYOR FOR THE TERM BEGINNING APRIL 2019.** Point of Contact: Teresa Henry, City Clerk.

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

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

There was no discussion.

11. **FIRST READING: Bill No. 6490-18, Section IV-C-1. AN ORDINANCE AMENDING CHAPTER 2, ARTICLE III, OFFICERS AND EMPLOYEES; ARTICLE IV, DEPARTMENTS, ARTICLE VI, MEETINGS AND ARTICLE VII, PUBLIC RECORDS.** Point of Contact: Teresa Henry, City Clerk.

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

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

Alderman Myers, seconded by Alderman Meyers, made a motion to amend Sec. 2-531 (e) to reflect the following:

Custodian(s) appointed. The city clerk is hereby appointed as the custodian of records for the records at city hall and is authorized to appoint assistant custodians to aid in the performance of the custodian's duties as established by state law, city ordinance and city policies which govern access to and maintenance of public records, meetings or votes, with the exception of the municipal court whose custodian is the court clerk and ~~further that the police department, the~~ emergency medical services (EMS) department ~~and the park and recreation department~~ who will designate their own custodians in writing and provide that custodian's name to the city clerk for record of contact.

The ordinance was discussed.

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

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

Nays: None

Absent: Alderman Aziere

Alderman Van Buskirk, seconded by Alderman Mims, made a motion to amend Sec. 2-130 (a) to reflect the following:

Administrative office. The city administrator shall be the chief administrative ~~assistant to the mayor and such shall be the administrative~~ officer of the city government. Except as otherwise specified by ordinance or by the law of the state, the city administrator shall coordinate and generally supervise the operation of all departments of the city.

Discussion continued.

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

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

Nays: None

Absent: Alderman Aziere

Discussion continued.

Alderman Ward, seconded by Alderman Meyers, made a motion to keep the proposed deletion from Sec. 2-496 (e).

Discussion continued.

Alderman Ward's motion, seconded by Alderman Meyers, was approved by a vote of 5-4-1

Ayes: Aldermen Ward, Meyers, Moore, Myers, Black

Nays: Aldermen Van Buskirk, Hunt, Greene, Mims

Absent: Alderman Aziere

12. FIRST READING: Bill No. 6491-18, Section XXXI-A. AN ORDINANCE ADOPTING THE MISSOURI MUNICIPAL RECORDS MANUAL FOR RETENTION OF RECORDS SCHEDULES FOR THE CITY OF RAYTOWN, MISSOURI, FOR CITY DOCUMENTS AND REPEALING ORDINANCE 5403-11. Point of Contact: Teresa Henry, City Clerk.

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

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

There was no discussion.

13. FIRST READING: Bill No. 6492-18, Section IV-A. AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VI, DIVISION 1, SECTION 2-433 THROUGH SECTION 2-555 OF THE RAYTOWN MUNICIPAL CODE RELATING TO MEETINGS, ALIGNING SAID POLICY TO CORRESPOND WITH CHAPTER 610 OF THE MISSOURI REVISED STATUTES AS AMENDED FROM TIME TO TIME. Point of Contact: Teresa Henry, City Clerk.

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

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

The ordinance was discussed.

14. R-3141-18: A RESOLUTION AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 5, 2017. Point of Contact: Debbie Duncan, Human Resource Manager.

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

Debbie Duncan, Human Resource Manager, remained available for any discussion.

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

The resolution was discussed.

Alderman Greene, seconded by Alderman Mims, made a motion regarding Section 6-4 (b)(5), to strike the word "custody" from the proposed additional language. The motion was approved by a vote of 8-0-1-1.

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

Nays: None

Absent: Alderman Aziere

Abstain: Alderman Black

Alderman Myers and Alderman Mims updated their motion to approve R-3141-18 as amended. The motion was approved by a vote of 9-0-1.

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

Nays: None

Absent: Alderman Aziere

15. R-3142-18: A RESOLUTION APPOINTING DAMON HODGES AS ASSISTANT CITY ADMINISTRATOR FOR THE CITY OF RAYTOWN AND RATIFYING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY AND DAMON L. HODGES TO SERVE IN SUCH CAPACITY. Point of Contact: Teresa Henry, City Clerk.

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

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

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

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

Nays: None

Absent: Alderman Aziere

16. R-3143-18: A RESOLUTION APPOINTING MICHELLE WILSON AS ASSISTANT CITY ADMINISTRATOR FOR THE CITY OF RAYTOWN AND RATIFYING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY AND MICHELLE WILSON TO SERVE IN SUCH CAPACITY. Point of Contact: Teresa Henry, City Clerk.

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

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

Alderman Black, 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, Greene, Meyers, Myers, Black, Ward, Hunt, Moore

Nays: None

Absent: Alderman Aziere

17. R-3144-18: A RESOLUTION AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF LEATH & SONS, INC. FOR EMERGENCY SANITARY SEWER REPAIRS AT THE SOUTHWOOD LAGOON LOCATED OFF 87TH STREET IN AN AMOUNT NOT TO EXCEED \$19,325.75. Point of Contact: Damon Hodges, Co-Interim City Administrator/Assistant City Administrator/Public Works Director.

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

Damon Hodges, Assistant 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 8-0-1-1.

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

Nays: None

Absent: Alderman Aziere

Abstain: Alderman Meyers

18. R-3145-18: A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF FUEL FROM JOHN MOORE OIL COMPANY OFF THE CITY OF LEE'S SUMMIT, MISSOURI COOPERATIVE PURCHASE CONTRACT FOR FISCAL YEAR 2018-2019 IN AN AMOUNT NOT TO EXCEED \$167,200.00. Point of Contact: Damon Hodges, Co-Interim City Administrator/Assistant City Administrator/Public Works Director.

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

Damon Hodges, Assistant 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, Myers, Black, Meyers, Hunt, Van Buskirk, Ward, Mims

Nays: None

Absent: Alderman Aziere

19. R-3146-18: A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT WITH INFINITY BUILDING SERVICES FOR MOWING SERVICES IN AN AMOUNT NOT TO EXCEED \$28,000.00 FOR FISCAL YEAR 2018-2019. Point of Contact: Damon Hodges, Co-Interim City Administrator/Assistant City Administrator/Public Works Director.

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

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

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

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

Nays: None

Absent: Alderman Aziere

DISCUSSION ITEM

20. Chapter 6 - Additional Animal Control Updates – Alderman Derek Ward – Information Forthcoming

Alderman Ward detailed the current work on the topic and stated that the item will be brought before the Board at a future date.

There was no discussion.

21. Municipal Bonds – Alderman Ryan Myers

Alderman Myers presented information on general obligation bonds.

The item was discussed.

ADJOURNMENT

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

The meeting adjourned at 11:20 p.m.

Teresa M. Henry, MRCC
City Clerk

DRAFT
TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
NOVEMBER 20, 2018
REGULAR SESSION No. 40
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

OPENING SESSION

Mayor Michael McDonough called the November 20, 2018 Board of Aldermen meeting to order at 7:03 p.m. and Rex Block from the Faiths of Raytown provided the invocation and led the pledge of allegiance.

Roll Call

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

Public Comments

Tony Jacob, Raytown, MO, spoke regarding items on the meeting agenda and a citizen oversight committee.

Communication from the Mayor

The Mayor gave thanks for the holiday season.

Communication from the City Administrator

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

Committee Reports

Alderman Ward spoke regarding the recent Park Board meeting.

Alderman Van Buskirk spoke regarding the night's Municipal Committee Meeting, the BeneFocus ribbon cutting and an upcoming Police Pension Board meeting.

Alderman Meyers thanked everyone for their work on various committees.

REGULAR AGENDA

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.

R-3147-18: A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF STEVE SCOTT AND CAROLYN BRADLEY TO THE RAYTOWN CROSSING COMMUNITY IMPROVEMENT DISTRICT BOARD OF DIRECTORS. Point of Contact: Teresa Henry, City Clerk.

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

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

OLD BUSINESS

2. **SECOND READING: Amended Bill No. 6480-18, Section XXI-A. AN ORDINANCE** AUTHORIZING THE ISSUANCE OF ANNUAL APPROPRIATION-SUPPORTED TAX INCREMENT AND SALES TAX REFUNDING REVENUE BONDS (RAYTOWN LIVE REDEVELOPMENT PLAN – REDEVELOPMENT PROJECT AREA 1) SERIES 2018 OF THE CITY OF RAYTOWN, MISSOURI IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$31,000,000; APPROVING THE EXECUTION AND DELIVERY OF THE INDENTURE AND OTHER DOCUMENTS TO BE ENTERED INTO WITH RESPECT TO SUCH BONDS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS Point of Contact: Missy Wilson, Co-Interim City Administrator/Assistant City Administrator/Economic Development Administrator.

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

Missy Wilson, Assistant City Administrator, along with Khalen Dwyer of Columbia Capital Management and Kathy Peters of Kutak Rock, remained available for any discussion.

The item was discussed.

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

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

Became Ordinance 5583-18

3. Public Hearing: A public hearing to consider a change in zoning for property located at 6920 Elm.

- 3a. **SECOND READING: Amended Bill No. 6481-18, Section XIII. AN ORDINANCE** GRANTING A CHANGE IN ZONING FOR PROPERTY LOCATED AT 6920 ELM STREET FROM HIGHWAY COMMERCIAL DISTRICT (HC) TO HIGH-DENSITY RESIDENTIAL DISTRICT (R-3) LOCATED IN LAUREL HEIGHTS, A SUBDIVISION OF THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, read the conditions of the rezoning and, along with Antonio Mendez, the property owner, remained available for any discussion.

The item was discussed.

Alderman Van Buskirk stated that he has had ex parte communication regarding this item.

Mayor McDonough closed the public hearing.

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

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

Became Ordinance 5584-18

4. Public Hearing: A public hearing to consider a final site plan for property located at 6920 Elm.

4a. **SECOND READING: Bill No. 6482-18, Section XIII. AN ORDINANCE** GRANTING APPROVAL OF THE FINAL SITE PLAN FOR LAND LOCATED AT 6920 ELM STREET IN ACCORDANCE WITH THE PROVISIONS OF THE COMPREHENSIVE ZONING REGULATIONS FOR THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Ray Haydaripoor, Community Development Director.

Teresa Henry, City Clerk, stated that staff is requesting that this item be tabled indefinitely.

Alderman Myers, seconded by Alderman Van Buskirk, made a motion to table indefinitely. The motion was approved by a vote of 10-0.

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

5. Public Hearing: A public hearing to consider the rezoning of Turn Leaf Villas.

5a. **SECOND READING: Bill No. 6483-18, Section XIII. AN ORDINANCE** GRANTING AN AMENDMENT TO A PLANNED DEVELOPMENT TO ALLOW FOR A 10-BED MEMORY CARE FACILITY ON LOT 6 OF BLUE RIDGE VILLAS IN ACCORDANCE WITH THE PROVISIONS OF THE COMPREHENSIVE ZONING REGULATIONS FOR THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Ray Haydaripoor, Community Development Director.

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

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

Alderman Van Buskirk, seconded by Alderman Moore, made a motion to adopt.

Mayor McDonough closed the public hearing.

The motion was approved by a vote of 10-0.

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

Became Ordinance 5585-18

6. Public Hearing: A public hearing to consider a preliminary site plan for Somerset Village.

6a. **SECOND READING: Amended Bill No. 6484-18, Section XIII. AN ORDINANCE** APPROVING THE PRELIMINARY SITE PLAN OF SOMERSET VILLAGE APARTMENTS, WILSON VIEW, A SUBDIVISION OF THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, read the conditions of the site plan and remained available for any discussion.

Alderman Van Buskirk stated that he has had ex parte communication regarding this item.

Mayor McDonough closed the public hearing.

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

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

Became Ordinance 5586-18

7. **SECOND READING: Bill No. 6485-18, Section XIII. AN ORDINANCE** APPROVING THE FINAL PLAT, WILSON VIEW, A SUBDIVISION OF THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, read the conditions of the final plat and remained available for any discussion.

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

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

Became Ordinance 5587-18

8. **SECOND READING: Bill No. 6487-18, Section IV-A. AN ORDINANCE** ESTABLISHING THE COMPENSATION FOR THE OFFICE OF BOARD OF ALDERMAN FOR THE TERM BEGINNING APRIL 2019. Point of Contact: Teresa Henry, City Clerk.

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

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

Alderman Moore, seconded by Alderman Greene, made a motion to amend the compensation for Aldermen to be \$200.00 plus a \$50.00 car allowance per month.

The ordinance was discussed.

Alderman Mims made a motion to call the question.

Alderman Moore's motion, seconded by Alderman Greene, failed by a vote of 4-6.

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

Alderman Black, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 7-3.

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

Became Ordinance 5588-18

9. **SECOND READING: Bill No. 6488-18, Section IV-B. AN ORDINANCE ESTABLISHING THE COMPENSATION FOR THE OFFICE OF CITY COLLECTOR FOR THE TERM BEGINNING APRIL 2019.**
Point of Contact: Teresa Henry, City Clerk.

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

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

Alderman Myers, seconded by Alderman Greene, made a motion to reduce the compensation for City Collector to be \$1.00 annually and to reduce the term to two (2) years.

Discussion continued.

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

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

Nays: None

Absent: None

Abstain: Alderman Ward

Alderman Myers, seconded by Alderman Aziere, made a motion to direct staff to transfer the duties of City Collector to be under the responsibility of the City Marshal, effective April 2021. The motion was approved by a vote of 10-0.

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

Nays: None

Mayor McDonough called for a 10-minute recess.

Mayor McDonough reconvened the meeting at 8:52 p.m.

Alderman Myers, seconded by Alderman Greene made a motion to approve the ordinance as amended. The motion was approved by a vote of 10-0.

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

Nays: None

Became Ordinance 5589-18

10. **SECOND READING: Bill No. 6489-18, Section IV-A. AN ORDINANCE ESTABLISHING THE COMPENSATION FOR THE OFFICE OF MAYOR FOR THE TERM BEGINNING APRIL 2019.** Point of Contact: Teresa Henry, City Clerk.

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

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

The ordinance was discussed.

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

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

Nays: None

Absent: None

Abstain: Aldermen Greene, Moore

Became Ordinance 5590-18

11. **SECOND READING: Bill No. 6490-18, Section IV-C-1. AN ORDINANCE** AMENDING CHAPTER 2, ARTICLE III, OFFICERS AND EMPLOYEES; ARTICLE IV, DEPARTMENTS, ARTICLE VI, MEETINGS AND ARTICLE VII, PUBLIC RECORDS. Point of Contact: Teresa Henry, City Clerk.

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

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

The ordinance was discussed.

Alderman Ward, seconded by Alderman Aziere, made a motion to adopt the ordinance as amended.

Discussion continued.

Alderman Mims made a motion to call the question.

Alderman Mims rescinded her motion.

Discussion continued.

Alderman Mims made a motion to call the question.

Alderman Ward's motion, seconded by Alderman Aziere, was approved by a vote of 9-1.

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

Nays: Alderman Mims

Became Ordinance 5591-18

12. **SECOND READING: Bill No. 6491-18, Section XXXI-A. AN ORDINANCE** ADOPTING THE MISSOURI MUNICIPAL RECORDS MANUAL FOR RETENTION OF RECORDS SCHEDULES FOR THE CITY OF RAYTOWN, MISSOURI, FOR CITY DOCUMENTS AND REPEALING ORDINANCE 5403-11. Point of Contact: Teresa Henry, City Clerk.

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

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

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

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

Nays: None

Became Ordinance 5592-18

13. **SECOND READING: Bill No. 6492-18, Section IV-A. AN ORDINANCE** AMENDING CHAPTER 2, ARTICLE VI, DIVISION 1, SECTION 2-433 THROUGH SECTION 2-555 OF THE RAYTOWN MUNICIPAL CODE RELATING TO MEETINGS, ALIGNING SAID POLICY TO CORRESPOND WITH CHAPTER 610 OF THE MISSOURI REVISED STATUTES AS AMENDED FROM TIME TO TIME. Point of Contact: Teresa Henry, City Clerk.

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

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

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

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

Became Ordinance 5593-18

NEW BUSINESS

14. FIRST READING: Bill No. 6493-18, Section V-A. AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A INTERGOVERNMENTAL TRANSFER AGREEMENT AND AN ADMINISTRATION FEE AGREEMENT WITH THE MISSOURI DEPARTMENT OF SOCIAL SERVICES, MO HEALTHNET DIVISION AND THE GROUND EMERGENCY MEDICAL TRANSPORTATION PROVIDER. Point of Contact: Missy Wilson, Co-Interim City Administrator/Assistant City Administrator/Economic Development Administrator.

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

Missy Wilson, Assistant City Administrator, remained available for any discussion.

Alderman Mims, seconded by Alderman Ward, made a motion to suspend the rules and hold an immediate second reading. The motion was approved by a vote of 10-0.

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

The ordinance was read for a second time by title only by Teresa Henry, City Clerk.

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

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

Became Ordinance 5594-18

15. R-3148-18: A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH CGI COMMUNICATIONS. Point of Contact: Missy Wilson, Co-Interim City Administrator/Assistant City Administrator/Economic Development Administrator.

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

Missy Wilson, Assistant City Administrator, remained available for any discussion.

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

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

DISCUSSION ITEM

16. Committee Formation-Alderman Steve Meyers

Alderman Meyers presented on the discussion item.

The item was discussed.

Alderman Mims, seconded by Alderman Greene, made a motion to order the creation of the proposed committee.

Discussion continued.

Alderman Mims made a motion to call the question. The motion was approved by a vote of 10-0.

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

Nays: None

Alderman Mims' motion, seconded by Alderman Greene, to order the creation of the proposed committee was approved by a vote of 10-0.

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

Nays: None

CLOSED SESSION

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

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

Alderman Mims, seconded by Alderman Moore, made a motion to adjourn and reconvene in Closed Session. The motion was approved by a vote of 10-0.

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

Nays: None

ADJOURNMENT

The meeting adjourned at 10:19 p.m.

Teresa M. Henry, MRCC
City Clerk

City of Raytown, Missouri
Summary Financial Highlights and Comparisons Between Budget and Actual
for the year ending October 31, 2018

(Unaudited – Pending Year End Generally Accepted
Accounting Principles (GAAP) Adjustments)

General Fund

General Fund revenues exceed budgeted revenues by approximately \$212,000. Electric and Gas franchise taxes revenue were the key sources responsible for Franchise Revenues exceeding budgeted revenues. Municipal court revenues were lower than budgeted revenues principally due to less citations. Charges for Services, License and Permits and Other revenues exceeded budgeted amounts primarily due to EMS, building permits, and interest revenues, respectively.

Actual expenditures were approximately \$843,000 under budget. Vacancies contributed to the budget to actual variance of about \$300,000 related to Personnel expenditures. Supplies, Services, and Charges expenditures were about \$339,000 under budget across all Departments. Those variances were primarily related to education and training, computer services, equipment, and professional services. Lower than budgeted electric utility expenditures contributed to the budget variance of \$139,000 for utilities.

Expenditures by category:

	Actual	Amended Budget	Budget to Actual Variance	% Used
Personnel	\$ 7,358,923	\$ 7,659,147	\$ 300,224	96%
Supplies, Services, and Charges	1,545,751	1,885,198	339,447	82%
Repair & Maintenance	429,800	493,912	64,112	87%
Utilities	535,261	674,202	138,941	79%
Transfers out	150,000	150,000	-	100%
	<u>\$ 10,019,735</u>	<u>\$ 10,862,459</u>	<u>\$ 842,724</u>	<u>92%</u>

Park Fund

Park Fund revenues exceeded budgeted revenues by approximately \$41,000 primarily related to property and sales taxes exceeding budgeted amounts.

Park Fund expenditures were \$218,000 under budget. Personnel costs accounted for around \$105,000 of the budget variance due to vacancies.

TIF Fund

TIF Fund revenues were under budgeted revenues by approximately \$46,000 mostly related to other taxes – PILOTS associated with the Walmart appeal and the Raytown Fire District agreement. Other revenues consisting of interest income revenues exceeded budgeted revenues by \$36,000.

TIF Fund expenditures were \$85,000 under budget largely due to less professional services expenditures than budgeted.

Sewer Fund

Sewer Fund revenues exceeded budgeted revenues by approximately \$141,000 with \$43,000 related to charges for services – late payment penalties and \$46,000 related to other income – interest income.

Sewer Fund expenditures were \$540,000 under budget largely due to less Supplies, Services and Charge – Professional services of \$101,000. Repairs and Maintenance expenditures related to fuel, repair services and equipment totaled \$104,000 less than budget.

Transportation Sales Tax Fund

Transportation Sales Tax Fund revenues were \$883,000 under budget primarily related to budgeting grant funds of \$637,000 related to the Hwy 350 & Raytown Road Project. The project is now scheduled to be performed in the FY 2018-2019 year.

Transportation Sales Tax Fund expenditures were under budgeted expenditures by \$1,749,000 primarily related to the Hwy 350 & Raytown Road Project that is now scheduled to be performed in the FY 2018-2019 budget.

Capital Sales Tax Fund

Capital Sales Tax Fund revenues were \$28,000 over budget primarily related to Other Income - interest revenues.

Capital Sales Tax Fund expenditures were under budgeted expenditures by \$1,523,062 primarily related to the Public Works capital items and projects that are encumbered but have not received, projects not completed at year end or projects that will be performed in the FY 2018-2019 budget. Significant amounts include: Street sweeper \$250,000 and the Hwy 350 & Raytown Road Project \$900,000.

Public Safety Sales Tax Fund

Public Safety Sales Tax Fund revenues were \$141,000 over budget primarily related to the Sales taxes and the change in tax increment finance reporting.

Public Safety Sales Tax Fund expenditures were under budgeted expenditures by \$13,000 primarily related to overall personnel costs of \$9,300.

Stormwater Sales Tax Fund

Stormwater Sales Tax Fund revenues were \$2,000 under budget primarily related to the Sales taxes.

Stormwater Sales Tax Fund expenditures were under budgeted expenditures by \$51,000 mostly due to emergency repair and maintenance expenditures being less than budgeted.

Risk Management Fund

Risk Management Fund revenues were about \$13,000 under budget due to less insurance reimbursements while expenditures were around \$79,000 under budget as a result of less claims against the City.

Capital Improvement Fund

Capital Improvement Fund revenues were over budgeted revenues by around \$6,600 primarily due to Ditzler CID Loan interest revenues. Expenditures were approximately \$397,000 under budget as the 59th Street repair project has been encumbered but has not been completed as of yearend.

City of Raytown, Missouri
Schedule of Revenues and Expenditures - General Fund (Fund 101)
For the year ending October 31, 2018

	Actual	Amended Budget	Remaining Budget	% Used
Revenues				
Property taxes	\$ 1,162,590	\$ 1,167,055	\$ 4,465	100%
Sales taxes	2,650,325	2,697,800	47,475	98%
Franchise taxes	3,797,838	3,575,000	(222,838)	106%
Other taxes	1,266,118	1,227,000	(39,118)	103%
Municipal court receipts	367,968	634,200	266,232	58%
Grants	39,145	62,500	23,355	63%
Charges for Services	1,240,795	1,084,700	(156,095)	114%
Licenses and Permits	438,737	350,950	(87,787)	125%
Other	115,759	68,285	(47,474)	170%
Total revenues	11,079,275	10,867,490	(211,785)	102%
Expenditures by Department				
City-wide				
Personnel	675	8,000	7,325	8%
Supplies, Services, and Chrgs	82,003	128,067	46,064	64%
Transfers out	150,000	150,000	-	100%
	<u>232,678</u>	<u>286,067</u>	<u>53,389</u>	<u>81%</u>
Governing body				
Personnel	70,154	73,134	2,980	96%
Supplies, Services, and Chrgs	176,137	186,179	10,042	95%
	<u>246,291</u>	<u>259,313</u>	<u>13,022</u>	<u>95%</u>
Administration				
Personnel	562,113	624,451	62,338	90%
Supplies, Services, and Chrgs	67,578	120,525	52,947	56%
Repair & Maintenance	-	2,750	2,750	0%
Utilities	6,000	8,180	2,180	73%
	<u>635,691</u>	<u>755,906</u>	<u>120,215</u>	<u>84%</u>
Police				
Personnel	3,731,884	3,774,314	42,430	99%
Supplies, Services, and Chrgs	391,370	431,326	39,956	91%
Repair & Maintenance	114,305	125,782	11,477	91%
Utilities	22,197	32,015	9,818	69%
	<u>4,259,756</u>	<u>4,363,437</u>	<u>103,681</u>	<u>98%</u>
Finance				
Personnel	290,735	290,924	189	100%
Supplies, Services, and Chrgs	151,359	208,241	56,882	73%
Repair & Maintenance	1,968	2,000	32	98%
	<u>444,062</u>	<u>501,165</u>	<u>57,103</u>	<u>89%</u>
Legal				
Personnel	31,620	34,240	2,620	92%
Supplies, Services, and Chrgs	83,161	84,000	839	99%
	<u>114,781</u>	<u>118,240</u>	<u>3,459</u>	<u>97%</u>
Court				
Personnel	263,397	299,316	35,919	88%
Supplies, Services, and Chrgs	52,822	64,785	11,963	82%
Repair & Maintenance	231	720	489	32%
Utilities	242	500	258	48%
	<u>316,692</u>	<u>365,321</u>	<u>48,629</u>	<u>87%</u>
Public works				
Personnel	965,664	1,049,003	83,339	92%
Supplies, Services, and Chrgs	120,944	162,911	41,967	74%
Repair & Maintenance	277,329	318,975	41,646	87%
Utilities	491,762	613,710	121,948	80%
	<u>1,855,699</u>	<u>2,144,599</u>	<u>288,900</u>	<u>87%</u>
EMS				
Personnel	948,368	999,039	50,671	95%
Supplies, Services, and Chrgs	195,141	200,037	4,896	98%
Repair & Maintenance	29,843	34,410	4,567	87%
Utilities	11,295	13,297	2,002	85%
	<u>1,184,647</u>	<u>1,246,783</u>	<u>62,136</u>	<u>95%</u>
Community Development				
Personnel	494,313	506,726	12,413	98%
Supplies, Services, and Chrgs	225,236	299,127	73,891	75%
Repair & Maintenance	6,124	9,275	3,151	66%
Utilities	3,765	6,500	2,735	58%
	<u>729,438</u>	<u>821,628</u>	<u>92,190</u>	<u>89%</u>
Total expenditures	10,019,735	10,862,459	842,724	92%
Revenues over(under) expenditures	\$ 1,059,540	\$ 5,031	\$ (1,054,509)	

City of Raytown, Missouri
Schedule of Revenues and Expenditures - Park Fund (Fund 201)
For the year ending October 31, 2018

	Actual	Amended Budget	Remaining Budget	% Used
Revenues				
Property taxes	\$ 580,606	\$ 571,500	\$ (9,106)	102%
Sales taxes	278,601	252,500	(26,101)	110%
Charges for Services	99,164	105,250	6,086	94%
Other	64,336	52,600	(11,736)	122%
Total revenues	1,022,707	981,850	(40,857)	104%
Expenditures				
Personnel	491,938	596,712	104,774	82%
Supplies, Services, and Chrgs	157,482	203,560	46,078	77%
Repair & Maintenance	62,069	104,760	42,691	59%
Utilities	51,866	69,250	17,384	75%
Capital outlay	128,012	135,221	7,209	95%
Total expenditures	891,367	1,109,503	218,136	80%
Revenues over(under) expenditures	\$ 131,340	\$ (127,653)	\$ (258,993)	

City of Raytown, Missouri
Schedule of Revenues and Expenditures - TIF Fund (Fund 210)
For the year ending October 31, 2018

	Actual	Amended Budget	Remaining Budget	% Used
Revenues				
Sales taxes	\$ 1,487,347	\$ 1,500,000	\$ 12,653	99%
Other taxes	1,182,034	1,251,505	69,471	94%
Other	253,837	217,500	(36,337)	117%
Total revenues	<u>2,923,218</u>	<u>2,969,005</u>	<u>45,787</u>	<u>98%</u>
Expenditures				
Supplies, Services, and Chrgs	83,476	168,500	85,024	50%
Debt service	3,081,138	3,081,150	12	100%
Total expenditures	<u>3,164,614</u>	<u>3,249,650</u>	<u>85,036</u>	<u>97%</u>
Revenues over(under) expenditures	<u>\$ (241,396)</u>	<u>\$ (280,645)</u>	<u>\$ (39,249)</u>	

City of Raytown, Missouri
 Schedule of Revenues and Expenditures - Sewer Fund (Fund 501)
 For the year ending October 31, 2018

	Actual	Amended Budget	Remaining Budget	% Used
Revenues				
Charges for Services	\$ 6,797,862	\$ 6,743,915	\$ (53,947)	101%
Other	380,441	293,287	(87,154)	130%
Total revenues	7,178,303	7,037,202	(141,101)	102%
Expenditures				
Personnel	784,189	831,315	47,126	94%
Supplies, Services, and Chrgs	4,288,922	4,513,036	224,114	95%
Repair & Maintenance	106,311	209,950	103,639	51%
Utilities	8,687	16,000	7,313	54%
Capital outlay	187,693	245,000	57,307	77%
Debt service	1,137,944	1,238,922	100,978	92%
Total expenditures	6,513,746	7,054,223	540,477	92%
Revenues over(under) expenditures	\$ 664,557	\$ (17,021)	\$ (681,578)	

City of Raytown, Missouri
Schedule of Revenues and Expenditures - Transportation Sales Tax Fund (Fund 204)
For the year ending October 31, 2018

	Actual	Amended Budget	Remaining Budget	% Used
Revenues				
Sales taxes	\$ 1,158,547	\$ 1,215,000	\$ 56,453	95%
Grants	404,365	1,237,500	833,135	33%
Other	10,548	4,000	(6,548)	264%
Total revenues	<u>1,573,460</u>	<u>2,456,500</u>	<u>883,040</u>	<u>64%</u>
Expenditures				
Public works				
Supplies, Services, and Chrgs	252,315	358,000	105,685	70%
Repair & Maintenance	101,144	195,000	93,856	52%
Capital outlay	1,959,830	3,509,294	1,549,464	56%
Total expenditures	<u>2,313,289</u>	<u>4,062,294</u>	<u>1,749,005</u>	<u>57%</u>
Revenues over(under) expenditures	<u>\$ (739,829)</u>	<u>\$ (1,605,794)</u>	<u>\$ (865,965)</u>	

City of Raytown, Missouri
Schedule of Revenues and Expenditures - Capital Sales Tax Fund (Fund 205)
For the year ending October 31, 2018

	Actual	Amended Budget	Remaining Budget	% Used
Revenues				
Sales taxes	\$ 1,003,740	\$ 997,000	\$ (6,740)	101%
Other	44,174	22,500	(21,674)	196%
Total revenues	<u>1,047,914</u>	<u>1,019,500</u>	<u>(28,414)</u>	<u>103%</u>
Expenditures				
Finance				
Supplies, Services, and Chrgs	2,220	2,700	480	82%
Capital outlay				
Administration	36,852	53,500	16,648	69%
Police	152,865	214,028	61,163	71%
Public works	154,065	1,490,440	1,336,375	10%
EMS	27,200	122,704	95,504	22%
Community Development	29,258	42,150	12,892	69%
Total expenditures	<u>402,460</u>	<u>1,925,522</u>	<u>1,523,062</u>	<u>21%</u>
Revenues over(under) expenditures	<u>\$ 645,454</u>	<u>\$ (906,022)</u>	<u>\$ (1,551,476)</u>	

City of Raytown, Missouri
Schedule of Revenues and Expenditures - Public Safety Sales Tax (Fund 207)
For the year ending October 31, 2018

	Actual	Amended Budget	Remaining Budget	% Used
Revenues				
Sales taxes	\$ 1,485,857	\$ 1,354,380	\$ (131,477)	110%
Other	16,358	6,800	(9,558)	241%
Total revenues	1,502,215	1,361,180	(141,035)	110%
Expenditures				
Police				
Personnel	1,150,559	1,140,450	(10,109)	101%
Supplies, Services, and Chrgs	55,109	55,263	154	100%
Utilities	24,263	24,320	57	100%
EMS				
Personnel	90,426	109,853	19,427	82%
Supplies, Services, and Chrgs	11,285	15,000	3,715	75%
Total expenditures	1,331,642	1,344,886	13,244	99%
Revenues over(under) expenditures	\$ 170,573	\$ 16,294	\$ (154,279)	

City of Raytown, Missouri
Schedule of Revenues and Expenditures - Stormwater Sales Tax Fund (Fund 401)
For the year ending October 31, 2018

	Actual	Amended Budget	Remaining Budget	% Used
Revenues				
Sales taxes	\$ 82,820	\$ 88,375	\$ 5,555	94%
Other	3,449	-	(3,449)	0%
Transfers in	150,000	150,000	-	100%
Total revenues	236,269	238,375	2,106	99%
Expenditures				
Public works				
Supplies, Services, and Chrgs	3,630	4,100	470	89%
Repair & Maintenance	188,138	228,000	39,862	83%
Capitall outlay	19,596	30,106	10,510	65%
Total expenditures	211,364	262,206	50,842	81%
Revenues over(under) expenditures	\$ 24,905	\$ (23,831)	\$ (48,736)	

City of Raytown, Missouri
Schedule of Revenues and Expenditures - Risk Management Fund (Fund 209)
For the year ending October 31, 2018

	Actual	Budget	Remaining Budget	% Used
Revenues				
Other	\$ 52,647	\$ 65,800	\$ 13,153	80%
Total revenues	<u>52,647</u>	<u>65,800</u>	<u>13,153</u>	<u>80%</u>
Expenditures				
Supplies, Services, and Chrgs	34,293	113,300	79,007	30%
Total expenditures	<u>34,293</u>	<u>113,300</u>	<u>79,007</u>	<u>30%</u>
Revenues over(under) expenditures	<u>\$ 18,354</u>	<u>\$ (47,500)</u>	<u>\$ (65,854)</u>	

City of Raytown, Missouri
Schedule of Revenues and Expenditures - Capital Improvement Fund (Fund 402)
For the year ending October 31, 2018

	Actual	Budget	Remaining Budget	% Used
Revenues				
Other	\$ 81,398	\$ 74,800	\$ (6,598)	109%
Total revenues	<u>81,398</u>	<u>74,800</u>	<u>(6,598)</u>	<u>109%</u>
Expenditures				
Supplies, Services, and Chrgs	33,357	37,615	4,258	89%
Capital outlay	-	392,292	392,292	0%
Total expenditures	<u>33,357</u>	<u>429,907</u>	<u>396,550</u>	<u>8%</u>
Revenues over(under) expenditures	<u>\$ 48,041</u>	<u>\$ (355,107)</u>	<u>\$ (403,148)</u>	

**CITY OF RAYTOWN
Request for Board Action**

Date: November 28, 2018
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Resolution No. R-3150-18

Department Head Approval: _____

Finance Director Approval: _____ (only needed if fiscal impact)

City Administrator Approval: _____

Action Requested: Approval of a Resolution ratifying the appointment of Damon Hodges as City Administrator and the execution of an employment agreement with him for such purposes.

Recommendation: Approve the Resolution.

Analysis: The Board of Aldermen previously met in closed sessions, authorized and duly noticed under the Sunshine Law, to discuss the hiring of Mr. Hodges as City Administrator. Pursuant to Board approval on December 4, 2018, a contract was approved and authorized for execution between the City and Damon Hodges to serve as City Administrator.

The Resolution is a formality to publicly approve and ratify the appointment and contract with Mr. Hodges in open session of the Board of Aldermen.

Alternatives: Not present the ratification at a public meeting of the Board of Aldermen.

Budgetary Impact:

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

A RESOLUTION APPOINTING DAMON L. HODGES AS CITY ADMINISTRATOR FOR THE CITY OF RAYTOWN AND RATIFYING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY AND DAMON L. HODGES TO SERVE IN SUCH CAPACITY

WHEREAS, a vacancy exists in the position of City Administrator within the City; and

WHEREAS, the Board of Aldermen desire to appoint Damon L. Hodges to the position of City Administrator and further desire to enter into an individual employment agreement with Damon L. Hodges to fill the position of City Administrator for the City;

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

THAT, the appointment of Damon L. Hodges as City Administrator is hereby ratified and confirmed; and

FURTHER THAT the Employment Agreement between the City of Raytown and Damon L. Hodges, attached hereto as Exhibit "A" and made a part hereof by reference is hereby ratified and approved; and

FURTHER THAT as stated in Chapter 2, Article III, Section 2-125, the residency requirement is hereby waived during the appointment and tenure of Damon L. Hodges with approval of this Resolution; and

FURTHER THAT the signatures of the Mayor and City Clerk on such Employment Agreement are hereby ratified and the Mayor and City Clerk are hereby authorized to execute any and all other documents necessary and incidental to carry out the intent of said agreement.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 4th day of December, 2018.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 4th day of December, 2018, (hereinafter the "execution date") by and between the City of Raytown, Missouri, a municipal corporation (hereinafter "City") and Damon L. Hodges (hereinafter "Employee").

WHEREAS, the City desires to employ Damon L. Hodges as its City Administrator, effective December 4, 2018; and

WHEREAS, the City and the Employee desire to enter into an agreement for the duties, compensation, benefits, and other conditions of employment with the City of Raytown, Missouri.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1) Duties.

- a) The City agrees to employ Employee as City Administrator, effective November 20, 2018 (hereinafter the "effective date") to perform the duties specified in the Raytown Code of Ordinances, Raytown City Policies, the laws of the State of Missouri, the duties listed in the job description for this position, and other legally permissible and proper duties, as assigned to the City Administrator.
- b) Employee agrees to serve as City Administrator and perform all duties specified in the Raytown Code of Ordinances, Raytown City Policies, the laws of the State of Missouri, the duties listed in the job description for this position, and other legally permissible and proper duties, as assigned to the City Administrator.

2) Term. The initial term of this agreement shall be for a 4-year period from December 4, 2018 to December 4, 2022. This agreement shall automatically be extended on its expiration for a one-year period unless notice is given at least six months before the expiration date. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement unless the Employee voluntarily resigns.

3) Professional Certification.

Employee is required to obtain ICMA credentials (ICMA Credentialed Manager) no later than four (4) years from the date of this Agreement. Employer agrees to include all costs associated with the credentialing process (tuition, travel and subsistence expenses) with those covered in Item 8 of this Agreement.

4) Salary.

- a) Beginning on the effective date of this agreement, the City shall pay the Employee \$132,600.00 as an annual salary in accordance with City payroll policies. The City periodically provides for salary adjustments based on the market, internal equity, and merit. Merit salary increases, if given, will be based upon satisfactory or better performance during each year of employment. Any merit salary increase is at the discretion of the Mayor and Board of Aldermen, in accordance with the City's approved budget. The Employee is to be awarded any cost of living adjustments available to the general employee groups, as budgeted by the Mayor and Board of Aldermen.

- b) The Employee's duties require exclusive and unrestricted use of an automobile. The City shall pay to Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$6,000.00 per year, payable monthly or bi-weekly as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expense's attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.
- c) The City shall provide Employee with a city-owned laptop computer, software and cellular telephone, with unlimited internet and data, required for the Employee to perform the job and maintain communication.

5) Performance Evaluation and Merit Consideration.

- a) Following the effective date, the Mayor, Board of Aldermen and the Employee shall define goals and performance objectives that they determine necessary for the proper operation of the City and for the attainment of the City's policy objectives and shall further establish a relative priority among those various objectives. Six months following effective date, the Mayor, Board of Aldermen and the Employee shall review and, as necessary, redefine goals and performance objectives that they determine necessary for the proper operation of the City and for the attainment of the City's policy objectives and shall further establish a relative priority among those various objectives.

Annually thereafter, the Mayor, Board of Aldermen and the Employee shall define goals and performance objectives that they determine necessary for the proper operation of the City and for the attainment of the City's policy objectives and shall further establish a relative priority among those various objectives. Such goals and objectives shall be in writing and shall be generally attainable within the time limitations as specified. In addition, Employee shall be provided with an adequate annual operating budget, capital budget and other budgetary appropriations necessary to assist with attainment of such goals and performance objectives.

- b) The Mayor and Board of Aldermen shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the City's annual operating budget. Said review and evaluation shall be in accordance with the performance goals for the Employee developed with the Mayor and Board of Aldermen.
- c) Merit consideration for salary increases will be provided at least once each year of employment.

6) Vacation and Leave Accrual.

- a) Annual accrual of all leave time shall be credited as if Employee has been employed with the City for five (5) years.
- b) In all other respects, the Employee shall accrue leave and be paid for such accrued leave upon termination from the City in the same manner as other employees employed by the City for five (5) years.

7) Employee Benefits.

- a) The City shall provide other standard employee benefits, such as medical, dental, vision, and life insurance in the same manner as such benefits are provided to all other employees.

- b) The City agrees to enroll Employee in the Missouri State Local Government Employees Retirement System and to make all the appropriate contributions on the Employee's behalf for the required employer's and employee's required contributions,
- c) The City shall execute all necessary agreements provided by Nationwide or other qualified Section 457 deferred compensation plan ("Deferred Compensation Plan") for Employee's participation.

In addition to the base salary paid by the City to Employee, the City agrees to contribute an amount equal to five (5) percent of Employee's base salary, inclusive of any market or merit adjustments, into a Deferred Compensation Plan, as directed by the Employee. Contributions by the City to the Deferred Compensation Plan shall be made by the City in an equal, proportionate amount each pay period. The corpus of Employee's Deferred Compensation Plan shall be transferred, at Employee's direction, upon Employee's resignation or termination. The City and the Employee shall fully disclose to each other the financial impact of any amendment to the terms of Employee's Deferred Compensation benefit.

- d) The Employee, in the Employee's sole discretion, may elect not to participate in the health and/or dental insurance coverage provided to employees, if the Employee is covered by other insurance providing benefits comparable to what the City offers. If Employee elects not to participate, employee shall be compensated in the same manner as provided for other City employees under the City's personnel policies.

8) Hours of Work, Dues, Subscriptions and Expenses. Employee's hours of work, dues, subscriptions, professional development, memberships and general expenses shall be in accordance with the City's policies and guidelines for department directors, unless in conflict with the terms of this Agreement, in which event the terms of this Agreement shall prevail. The City shall pay membership fees for such standard associations and attendance at recognized conferences of professional organizations necessary for the Employee to fully discharge the duties and responsibilities of the position. General expenses for such activities shall be in accordance with budgetary/fiscal guidelines approved by the Mayor and Board of Aldermen.

9) Notice of Resignation. If the Employee voluntarily resigns the position as City Administrator, Employee shall provide the City with a minimum of sixty (60) days written notice, in advance, unless such notice is waived, by the concurrence of a majority of the Board of Aldermen.

10) Payment of Benefits. Upon termination without cause or resignation from the position, the Employee shall receive compensation for all accrued leave, in accordance with City Ordinances and Policies.

11) Indemnification. To the maximum extent permitted by law, the City agrees to defend, indemnify, and hold harmless the Employee against any and all claims, demands, suits, actions or proceedings of any kind or nature arising out of the good faith performance by the Employee of the duties and responsibilities of the position, provided that the Employee's performance is not contrary to established ordinances, resolutions, policies and reasonable standards of conduct.

12) Termination. The Employee may be terminated with or without cause by the Mayor and/or Board of Aldermen as provided herein. The Mayor, with the consent of a three-fourths (3/4) vote majority of the Board of Aldermen, may remove Employee from office at will, and Employee may also be removed by a three-fourths (3/4) vote of the Board of Aldermen independently of the Mayor's approval or disapproval.

- a) In the event the Employee is terminated without cause, or the Employee's position is eliminated due to non-appropriation, the City shall pay the Employee a severance payment consisting of a salary continuation for a period of 12 months at Employee's then current salary, and the City contributions to the Deferred Compensation Plan, payable bi-weekly, provided that if Employee becomes employed during such 12 month period Employee shall promptly notify City of such re-employment and City shall deduct the amount of the Employee's new salary from any remaining amounts due under such severance payment(s) provided herein, unless otherwise agreed to in writing by the City and the Employee. Upon such termination of employment, the Employee shall receive accrued vacation and other benefits as provided by this Agreement, and shall, during the said 12-month period, receive health, dental, and life insurance in accordance with the City's personnel policies, the cost of which shall be paid by the City at the same rate as prior to the termination. Employee shall not accrue any additional vacation, sick, or other leave after termination.
- b) In the event the Employee is terminated with cause, the City shall pay to the Employee no severance as defined above and the City shall have no further liability under this Agreement for payment of compensation or benefits pursuant to the terms of this Agreement, except for any benefits that by law must continue after Employee's termination.
- c) If the City, its governing body, its citizens, or the Missouri General Assembly: 1) adopts a charter form of government for the City or 2) amends the provisions of any such charter, the code of ordinances, or the enabling legislation, any of which pertain to the role, powers, duties, authority, or responsibility of the Employee's position as City Administrator, that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute a termination without cause.
- d) If the City reduces the base salary, other compensation or any financial benefit provided to the Employee, unless such reduction is applied to Employee in no greater percentage than it is applied to all department heads, or if the City fails to budget for the position of City Administrator, such action shall constitute a breach of this agreement and will be regarded as a termination without cause.
- e) If Employee resigns following an offer or suggestion to resign, made by the City and representative of a majority of the entire governing body, whether such offer is formal or informal, then the Employee may resign, and such action will be regarded as a termination without cause.
- f) For purposes of this Agreement the term "cause" shall include any one of the following, as determined by a majority of the governing body for the City of Raytown, based on competent and substantial evidence.
 - i) Conviction of a felony or misdemeanor of any federal, state or local law involving moral turpitude or conduct tending to reflect discredit upon the City; conduct tending to seriously impair continued usefulness of Employee as City Administrator; or other conduct resulting in personal gain in connection with Employee's responsibilities as City Administrator; or
 - ii) Any serious breach of this Agreement or the personnel regulations of the City; or
 - iii) Serious neglect of Employee's duties as City Administrator as outlined in this Agreement, state law and the City Code, or purposeful and substantial neglect of the City Administrator's written performance goals and objectives.

13) Resolution of Disputes. The City and the Employee agree to first attempt to resolve any disputes or obtain needed clarification arising out of the interpretation of this Agreement through mutual discussion

14) Modification or Changes to This Agreement. This Agreement shall remain in full force and effect until modified by the parties. Any modification of the terms of this Agreement must have the concurrence of a three-fourths (3/4) majority of the entire Board of Aldermen, be in writing and be executed by the City and the Employee.

15) Terms of Agreement to Govern. This Agreement constitutes the entire understanding and agreement of the parties and shall govern the terms of employment with the City. This Agreement supersedes all negotiations or previous agreements between the parties. This Agreement shall be governed by such ordinances, rules/regulations and policies established by the Board of Aldermen, unless otherwise specifically provided herein.

16) Severance of Terms of Agreement. Invalidation of any part of this Agreement by judgment or court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

17) Notice. Any notice required to be given hereunder shall be sufficient and deemed given when in writing, and sent by certified or registered mail, return receipt required, first-class posted prepaid, or by courier service to the City at: Mayor, 10000 East 59th Street, Raytown, MO 64133 or to the Employee at the most recent address given in the Employee's personnel file.

18) Law of Missouri to Govern. This Agreement shall be construed according to the laws of the State of Missouri, without giving effect to the conflict of law provisions thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

EMPLOYEE: _____ Damon L. Hodges

EMPLOYER: _____ Michael McDonough, Mayor

ATTEST: _____ Teresa M. Henry, City Clerk

CITY OF RAYTOWN
Request for Board Action

Date: November 28, 2018

Resolution No.: R-3149-18

To: Mayor and Board of Aldermen

**From: Damon Hodges, Co-Interim City Administrator/Assistant City Administrator/
Public Works Director**

**Missy Wilson, Co-Interim City Administrator/Assistant City Administrator/
Interim Finance Director/Economic Development Administrator**

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Staff is requesting permission to spend more than \$15,000.00 with a single vendor per the purchasing policy.

Analysis: A Request for Qualifications for legal services was issued and on July 25, 2017. After a thorough review by staff, direction was given to enter into a Legal Services Agreement with Kapke & Willerth LLC. On October 24, 2018, the City received a Notice of Retirement and Termination of the City's current Legal Services Agreement.

After further review of the proposals received, it has been determined that Lauber Municipal Law, LLC meets all of the qualifications to provide Legal and Special Counsel Services to the City of Raytown beginning on January 1, 2019. There will be a transition period between Kapke & Willerth LLC and Lauber Municipal Law, LLC.

Alternative: Seek other legal services or a full-time City Attorney.

Budgetary Impact:

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

Additional Reports Attached: Legal Services Agreement

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT FOR LEGAL SERVICES WITH LAUBER MUNICIPAL LAW, LLC FOR CITY ATTORNEY AND SPECIAL COUNSEL SERVICES AND APPROVING THE EXPENDITURE OF FUNDS WITH LAUBER MUNICIPAL LAW, LLC IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2018-2019

WHEREAS, pursuant to Section 79.230 RSMo. the Board of Aldermen may employ counsel to represent the City as City Attorney and as Special Counsel to the City; and

WHEREAS, the City of Raytown ("City") issued a Request for Qualifications on its Legal Services on July 25, 2017 and received four (4) proposals and pursuant to Resolution R-3049-17, adopted on December 19, 2017, the proposal submitted by Kapke & Willerth, LLC; and

WHEREAS, Kapke & Willerth, LLC has advised the City as per our Legal Services Agreement, Notice of Retirement and Termination of Legal Services Agreement; effective December 31, 2018, therefore, after review of the proposals received it has been determined that Lauber Municipal Law, LLC meets all of the qualifications to provide Legal Services and Special Counsel Services to the City; 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 an agreement for legal services as set forth in Exhibit "A" with Lauber Municipal Law, LLC and approve the expenditure of funds to Lauber Municipal Law, LLC, in excess of \$15,000.00 but within budgeted amounts for fiscal year 2018-2019;

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 authorize and approve an agreement for legal services as set forth in Exhibit "A" with Lauber Municipal Law, LLC and approve the expenditure of funds to Lauber Municipal Law, LLS in excess of \$15,000.00 but within budgeted amounts for fiscal year 2018-2019 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 4th day of December, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney



LAUBER MUNICIPAL LAW, LLC
Serving those who serve the public

November 30, 2018

City of Raytown, Missouri
Attn: Mr. Damon Hodges, Assistant City Administrator/PW Director and
Ms. Missy Wilson, Assistant City Administrator/EDA
10000 East 59th Street
Raytown, MO 64133

Re: City Attorney Legal Services

Dear Mr. Hodges and Ms. Wilson:

Please accept this letter as the written agreement for our firm's engagement to provide legal services for the City of Raytown, Missouri. We look forward to serving as general counsel to the City through this engagement.

The City of Raytown, Missouri (the "City") will be our client in this engagement. I will be primarily responsible for the engagement on behalf of Lauber Municipal Law, LLC (the "Firm"); however, other experienced municipal attorneys in our firm will also provide legal services pursuant to this engagement. In consideration for the City naming our firm as its official City Attorney, we will set the hourly rate for Basic Services for all attorneys at \$160 per hour, which is discounted from our normal municipal rate of \$195 per hour. Any work that can be completed by the Firm's law clerk (non-attorney) will be billed at \$50 per hour. We will comply with approved City Fiscal Year Budget for City Attorney services at the City Administrator's direction. We take seriously what we believe is our responsibility to provide legal services within the City's budgetary resources, just as you would expect of other City staff. The hourly rates for Basic Services are subject to annual adjustment as described below.

The City will not be required to utilize a minimum number of hours of Basic Services each month. We will bill the hourly rates in quarter-hour increments and will provide the City with itemized monthly statements after services have been provided, as requested by the City. In the event that such matters arise, the hourly rate for Special Matters would be \$195.00 per hour for all attorneys, except as provided below. The rate for work completed by our law clerk will remain at \$50 per hour. The hourly rates for Special Matters are subject to annual adjustment as described below.

Basic Services include items such as attending meetings of the Board of Aldermen and any other boards and committees, drafting ordinances, participating in telephone calls and meetings with City staff and officials, reviewing contracts, personnel issues, routine litigation matters, etc.; i.e., basically providing the City with legal representation regarding the conduct of its day-to-day business. Although our Firm provides prosecutorial services, such services are not included as Basic Services. If the need arises, we are open to serving as temporary (fill-in) prosecutor and would consider such temporary assignment as Basic Services.

Special Matters **only** include: 1) complex litigation; 2) economic development incentive matters not otherwise reimbursed by the applicant or project (e.g., TIF, TDD, CID, NID, etc.) pursuant to a funding agreement between the City and a developer; and 3) any matter deemed a Special Matter by the mutual agreement of the City and the Firm. For economic development matters that are reimbursed by the applicant or project pursuant to a funding agreement, the hourly rate would be at the Firm's then-current economic development rates, which are currently \$250 per hour for Joe Lauber, Jennifer Baird, Jeremy Cover, and Nathan Nickolaus; and \$230 per hour for all other attorneys. For planning and zoning application matters that require a funding agreement, the hourly rate would be at the Firm's rate for Special Matters, which is \$195. For any work done to prepare and advocate changes to legislation at the state on behalf of the City (legislative solutions), the hourly rate would be at the Firm's rate for Special Matters, which is \$195. **We would not conduct work on Special Matters without prior approval from the City.** Please note that a matter that is not classified as either a Special Matter (or an economic development incentive special matter) is automatically considered Basic Services.

The enclosed Additional Terms of Engagement would govern the relationship unless otherwise agreed in this engagement letter, but please note the following:

- We will not charge the City for local facsimiles;
- We will not charge the City for long-distance telephone charges (including facsimiles);
- We will not charge the City for in-house photocopies if less than 100 copies per month;
- We do not charge for regular mail;
- We will not bill the City for the time spent traveling to and from our office in Lee's Summit to City Hall in Raytown; and
- All hourly rates for the Matters are subject to annual adjustment on January 1 of each year based on the Consumer Price Index (CPI-U) as described in the enclosed Additional Terms of Engagement. The first such adjustment under this engagement would not become effective until January 1, 2020. In the event that the CPI-U decreases in any given year, the Firm will reduce its rates in the same manner.

If you have any questions concerning the terms of this engagement, or if you ever have a question about our charges, or their reasonableness, please contact me at your convenience to discuss the matter. Our engagement as counsel for the City will begin upon execution of this agreement. Thank you for choosing Lauber Municipal Law, LLC, to provide these important legal services to the City. We look forward to a good and productive relationship.

Regards,

LAUBER MUNICIPAL LAW, LLC



Jennifer M. Baird

Enclosure

ACCEPTED AND AGREED:

CITY OF RAYTOWN, MISSOURI

By: _____
City Administrator Date



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

Additional Terms of Engagement

Lauber Municipal Law, LLC, appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently.

The following information explains the client service practices and billing procedures that apply to our representation of your interests. I encourage you to discuss these practices with me whenever you have questions during the course of this engagement.

Provision of Legal Services. This engagement is for provision of professional legal services, and not for the provision of business, personal, accounting, technical or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

Entire Agreement. The accompanying engagement letter together with these Additional Terms of Engagement shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties.

Subcontractors. From time-to-time, it may be necessary for us to engage subcontractors to assist in the provision of services to you. It is agreed that we are not authorized to engage any such subcontractors without the prior approval of the Board of Aldermen.

Periodic Billings for Legal Services. It is our policy to render periodic statements for legal services on a monthly basis. We will base these periodic statements on the hourly rates set forth in the attached Engagement Letter. Statements will be due upon presentation, and are to be paid on or before the last day of the month in which the invoice was received. We reserve the right to charge late payment fees on a 10% annual rate for late payments. If any statement amount remains unpaid 60 days after the invoice date, the Firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

Annual CPI Rate Adjustment for Inflation. All hourly rates for legal services provided by the Firm are subject to annual adjustment for inflation based upon the unadjusted 12 months ended for December of the immediately preceding year published for the United States Bureau of Labor Standards National Consumer Price Index (CPI-U), effective January 1 of each year. However, except as otherwise provided in the documents that comprise this engagement letter, the first adjustment for this engagement shall not occur until January 1, 2020. In the event that the CPI-U decreases in any given year, the Firm will reduce its rates in the same manner.

Client Disbursements. Most matters require, from time to time, certain monetary advances to be made on your behalf by the Firm. Some “client disbursements” represent out-of-pocket charges that Lauber Municipal Law, LLC, advances, while others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, etc.). It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. Substantial individual items in excess of \$250, such as expert witness fees, the costs of deposition transcripts, etc., may be billed directly to you by the vendor of such services.

File Retention. After Lauber Municipal Law, LLC's services conclude, we will, upon your request, make available the file for this engagement to you. If you do not request the file, we will retain it for a period of ten years after the matter is closed. If you do not request the file before the end of the ten year period, Lauber Municipal Law, LLC, will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the ten year period, you may request that the file be made available for pick-up.

Disbursements and Other Charges. We may also charge you for certain expense items listed below that we provide in connection with our legal services:

Photocopying. We will not charge the City for in-house photocopies which do not exceed 100 copies in a month. If in-house photocopies exceed 100 in a month, then we reserve the right to charge \$0.12 per page (or the Firm's cost, whichever is less) but only for each page over 100 in number. If the need for an outside copying job (e.g., Kinko's) arises, we only bill the actual cost incurred for photocopying without markup.

Computer Research. We do not charge for the Firm's service agreement with WestlawNext or other electronic provider of legal research resources.

Telecommunications. We do not charge for phone services used to make local or long-distance phone calls or facsimiles.

Mail/Messengers. We do not charge for regular mail; however, bulk mailings, packages and special postal services may be charged at the Firm's actual cost. Messengers are used as appropriate to assure expedited delivery. The actual cost of such messenger services is charged without markup.

Travel. We will not bill the City for time spent traveling for City business to and from City Hall from our office in Lee's Summit.

Internet Usage. We may be asked to use the Internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of Internet communications during your representation by us unless we are instructed otherwise.

Professional Liability Insurance. The Firm carries professional liability insurance for each of its attorneys. In the event that such coverage is terminated or non-renewed by an existing carrier, the Firm shall provide immediate disclosure of such event.

Effect of Waiver. No waiver of any condition or covenant contained in this Agreement, or any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

Termination of Services. You may terminate the services of Lauber Municipal Law, LLC, at your discretion by giving me thirty (30) days written notice of termination. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Termination by us will be effective upon thirty (30) days written notice delivered to you. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

Questions. One of our most important goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services, billing, or payment status of your account to me.

CITY OF RAYTOWN
Request for Board Action

Date: November 30, 2018 **Bill No.:** 6494-18
To: Mayor and Board of Aldermen **Section No.:** XX-D-5
From: Damon Hodges, Co-Interim City Administrator, Assistant City
Administrator, Director of Public Works

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Board of Aldermen approval to amend the Raytown MO Code of Ordinances Chapter 36, Article V Facilities in Public Rights-of-Way, and to add Article VI Small Wireless Facilities.

Recommendation: Staff recommends approval as submitted.

Analysis: The City has previously regulated the construction and deployment of telecommunications facilities and other similar facilities through a variety of ordinances and practices. During the 2018 Legislative Session, the 101st Missouri General Assembly approved, and the Governor signed into law, House Bill 1991 with an effective date for a majority of the provisions of January 1, 2019. House Bill 1991 amended and added certain provisions to the Missouri Revised Statutes relating to the City's authority to regulate the construction and deployment of small wireless facilities. The Federal Communications Commission did release on September 27, 2018 FCC-18-133 titled Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment, and FCC-18-133 contained both a declaratory ruling and order regarding the City's authority to regulate the construction and deployment of small wireless facilities.

Staff recommends to amend and revise the Code of Ordinances of the City of Raytown, Missouri to conform with both HB 1991 and FCC-18-133 to encourage the deployment of small wireless facilities within the City in a manner that (1) protects the right-of-way as a unique and physically limited resource critical to the travel and transportation of person and property in the City; (2) manages the right-of-way to ensure that the right-of-way remains accessible for public uses including the partial occupancy of the right-of-way by utilities and public service entities, which enhance the health, welfare, and economic well-being of the City and its citizens; (3) promotes competition, securing higher quality services for the citizens of the City and consumers at large; and (4) does not materially inhibit the provision of telecommunications services.

Alternatives: Do not do update the Ordinance and leave it as it is.

Budgetary Impact:

Not Applicable

Additional Reports Attached: Amended Ordinance Chapter 36, Article V, and added Article VI.

AN ORDINANCE AMENDING CHAPTER 36 (STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES), ARTICLE V (FACILITIES IN PUBLIC RIGHT-OF-WAY), AND ADDING ARTICLE VI (SMALL WIRELESS FACILITIES) TO THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, FOR THE PURPOSE OF UPDATING THE CITY'S REQUIREMENTS FOR USE OF THE PUBLIC RIGHT-OF-WAY AND PERMITTING OF SMALL WIRELESS FACILITIES

WHEREAS, the City has previously regulated the construction and deployment of telecommunications facilities and other similar facilities through a variety of ordinances and practices; and

WHEREAS, in the 2018 Legislative Session, the 101st Missouri General Assembly approved, and the Governor signed into law, House Bill 1991 with an effective date for a majority of the provisions of January 1, 2019; and

WHEREAS, House Bill 1991 amended and added certain provisions to the Missouri Revised Statutes relating to the City's authority to regulate the construction and deployment of small wireless facilities; and

WHEREAS, the Federal Communications Commission did release on September 27, 2018 FCC-18-133 titled Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; and

WHEREAS, FCC-18-133 contained both a declaratory ruling and order regarding the City's authority to regulate the construction and deployment of small wireless facilities; and

WHEREAS, it is the intent and desire of the Board of Aldermen of the City of Raytown, Missouri to amend and revise the Code of Ordinances of the City of Raytown, Missouri to conform with both HB 1991 and FCC-18-133 to encourage the deployment of small wireless facilities within the City in a manner that (1) protects the right-of-way as a unique and physically limited resource critical to the travel and transportation of persons and property in the City; (2) manages the right-of-way to ensure that the right-of-way remains accessible for public uses including the partial occupancy of the right-of-way by utilities and public service entities, which enhance the health, welfare, and economic well-being of the City and its citizens; (3) promotes competition, securing higher quality services for the citizens of the City and consumers at large; and (4) does not materially inhibit the provision of telecommunications services.

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

SECTION 1 – INCORPORATION OF WHEREAS CLAUSES. That the whereas clauses stated above are hereby specifically incorporated into this ordinance by reference herein.

SECTION 2 – AMENDMENTS. That Section 36-127 of the Code of Ordinances of the City of Raytown, Missouri is hereby amended to read as follows:

Sec. 36-127. - Use of the right-of-way.

- (a) The ROW-user's use of the right-of-way shall in all matters be subordinate to the city's use or occupation of the right-of-way. Without limitations of its rights, the city expressly reserves the right to exercise its governmental powers now and hereafter vested in or granted to the city.

- (b) The ROW-user shall coordinate the placement of facilities in a manner that minimizes adverse impact on any public improvement, as reasonably determined by the city. Where placement is not regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvement as defined in the city's manual of infrastructure standards available in the office of the city engineer.
- (c) The ROW-user shall consider any request made by the city concerning placement facilities in private easements in order to limit or eliminate future street improvement relocation expenses.
- (d) All facilities shall be located and laid so as not to disrupt or interfere with any pipes, drains, sewers, irrigation systems or other structures or public improvements already installed. In addition, the ROW-user shall, in doing work in connection with its facilities, avoid, so far as may be practicable, disrupting or interfering with the lawful use of the streets, alleys, sidewalks or other public lands of the city. The design and location of all facilities shall be subject to the review and approval of the director. To the extent allowed by applicable law, no person may erect, construct, or install facilities above the surface of the right-of-way without the written permission of the city based on good cause established by the ROW-user and found by the city engineer. To ensure that the right-of-way remains accessible for public uses, to minimize visual obstrusive of facilities, and allow for adequate city maintenance of the right-of-way, a new utility pole and any new ground mounted equipment associated with the new utility pole shall not be installed within one hundred and fifty feet of another utility pole or other ground mounted equipment on the same side of the right-of-way. Should a ROW-user seek to replace a utility pole, said replacement utility pole shall be sited within ten feet of the currently, existing utility pole and shall not be subject to the spacing requirements set forth in this subsection. The spacing requirement set forth in this subsection may be waived or altered by the city-engineer upon the ROW-user establishing good cause as to why said spacing requirement shall be waived or altered.
- (e) All facilities of the ROW-user shall be placed so that they do not interfere with the use of right-of-way and public lands. The city, through its city engineer, shall have the right to consult and review the location, design and nature of the facility prior to installation.
- (f) The ROW-user shall not interfere with the facilities of the other ROW-users without their permission. If and when the city requires or negotiates to have a service provider cease using its existing poles and to relocate its facilities underground, all other service providers using the same poles shall also relocate their facilities underground at the same time. The city may waive this requirement when, in its sole discretion, it deems relocation impractical. The cost of such relocation shall be borne in accordance with this article and the applicable tariff governing that service provider.
- (g) The city engineer may assign specific corridors within the right-of-way, or any particular segment thereof as may be necessary, for each type of facility that is currently or, pursuant to current technology, the city engineer expects will someday be located within the right-of-way. All right-of-way permits issued by city engineer shall indicate the proper corridor for the ROW-user's facilities. Any ROW-user whose facilities are currently in the right-of-way in a position at a variance with the designated corridors shall, no later than at the time of next reconstruction or excavation of the area where its facilities are located, move the facilities to its assigned position within the right-of-way, unless this

agreement is waived by city engineer for good cause shown, upon consideration of such factors as the remaining economic life of the facilities, public safety, user service needs and hardship to the ROW-user.

- (h) If, in the preparation and planning of a right-of-way project, the city engineer deems it appropriate for a conduit to be constructed along, across or under the right-of-way, the city engineer shall contact all appropriate ROW-users for their input on the planning and design of such conduit. If a ROW-user desires to construct, maintain or operate facilities along such right-of-way, the city engineer may require the ROW-user to use such conduit, and to contribute to the expense of such conduit, provided, however, the ROW-user's use of the conduit is reasonable and appropriate under the circumstances.
- (i) All earth, materials, sidewalks, paving, crossings, utilities, other public improvements or improvements of any kind damaged or removed by the ROW-user shall be fully repaired or replaced promptly by the ROW-user at its sole expense and to the reasonable satisfaction of the city. Upon determination by the city engineer that such repair or replacement is a public safety matter, all such repair or replacement shall be corrected within 24 hours of notice from the city, or the city engineer may direct the city to make such repair or replacement and bill the row-user for the city cost. The city engineer has the authority to inspect the repair or replacement of the damage, and if necessary, to require the ROW-user to do any necessary additional work.
- (j) All technical standards governing construction, reconstruction, installation, operation, testing, use maintenance, and dismantling of a ROW-user's facilities in the right-of-way shall be in accordance with applicable federal, state and local laws and regulations, including those promulgated by national trade associations commonly associated with the service provided by the ROW-user. A ROW-user shall not construct or reconstruct any of its facilities located upon, over, under or within the city right-of-way without first having submitted in writing a description of its planned improvement to the city engineer and having received a permit for such improvement. The city engineer may require that any drawings, plans and/or specifications submitted be certified by a qualified professional stating that such drawings, plans and/or specifications comply with all applicable technical codes, rules and regulations, unless such plans are based directly on nationally recognized codes.
- (k) The ROW-user shall cooperate promptly and fully with the city and take all reasonable measures necessary to provide accurate and complete on-site information regarding the nature and location of its facilities within the right-of-way, both underground and overhead, when requested by the city or its authorized agent for a public improvement. Such location and identification shall be at the sole expense of the ROW-user without any expense to the city, its employees, agents, or authorized contractors.

SECTION 3 – NEW ARTICLE. That the Code of Ordinances of the City of Raytown, Missouri, is hereby amended by adding an article, to be number Article VI, Small Wireless Facilities, to Chapter 36 (Streets, Sidewalks, and other Public Places), which reads as follows:

ARTICLE VI. SMALL WIRELESS FACILITIES

Sec. 36-151. Intent, Preemption, and Sunset.

- (a) *Purpose.* Consistent with the requirements of the Uniform Small Wireless Facility Deployment Act, Section 67.5110, *et seq.*, RSMo, and in anticipation of a continued increased demand for the placement of small wireless facilities of the type regulated by the Uniform Small Wireless Facility Deployment Act and this article both within the public rights-of-way and in other locations within the jurisdiction of the city, the Board of Aldermen of the City of Raytown, Missouri, has found it to be in the best interests of the public health, safety, and general welfare of the city to adopt the regulations set forth in this article in order to establish generally applicable standards for the permitting, location, construction, deployment, regulation, operation, maintenance, repair, concealment and removal of small wireless facilities both within the public rights-of-way and in other locations within the jurisdiction of the city.
- (b) *Intent.* Sections 36-151 through 36-156 of the Code of Ordinances of the City of Raytown, Missouri is intended to encourage and streamline the deployment of small wireless facilities, as herein defined, to help ensure that robust and dependable wireless radio-based communication services and networks are available throughout the City of Raytown while also protecting the health, safety, and welfare of the public and the limited public resource that is the public right-of-way. Specifically, the article is intended to:
- (1) Facilitate orderly construction and maintenance of facilities in the right-of-way, reduce the damage to the facilities of rights-of-way users, and minimize disruption of service to the citizens of the city;
 - (2) Manage the right-of-way to allow efficient location of small wireless facilities and maximize services to the citizens of the city;
 - (3) Allow for the maximum utilization of the rights-of-way to meet the demands due to technical innovations.
 - (4) Encourage responsible construction and maintenance practices in the city rights-of-way.
 - (5) Ensure that regulation of small wireless facilities does not have the effect of prohibiting the provision of personal wireless services, and does not unreasonably discriminate among functionally equivalent providers of such service;
 - (6) Prevent interference with the facilities, maintenance, and operations of the city's utilities and of other utilities lawfully located both within the public rights-of-way and in other locations within the city; and
 - (7) Enhance the ability of providers of communication services to provide such services to the community quickly, effectively, and efficiently.

- (c) *Preemption.* Notwithstanding any ordinance to the contrary, the procedures set forth in this article shall be applicable to small wireless facilities existing or installed, built or modified after the effective date of this article to the fullest extent permitted by law. No provision of this article shall apply to any circumstances in which such application shall be unlawful under superseding federal or state law. Furthermore, if any section, subsection, sentence, clause, phrase, or portion of this article is now or in the future superseded or preempted by state or federal law or found by a court of competent jurisdiction to be unauthorized, such provision shall be automatically interpreted and applied as required by law.
- (d) *Sunset.* This article shall expire on January 1, 2021, except that for small wireless facilities already permitted or collocated on authority poles prior to such date, the rate set forth in section 36-153(g) for collocation of small wireless facilities on authority poles shall remain effective for the duration of the permit authorizing the collocation.

Sec. 36-152. Definitions

As used in this article, the following terms shall have the following meanings:

“Act” means the Uniform Small Wireless Facility Deployment Act, Section 67.5110, et seq., RSMo;

“Antenna”, communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services;

“Applicable Codes”, uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to such codes enacted to prevent physical property damage or reasonably foreseeable injury to persons;

“Applicant”, any person who submits an application and is a wireless provider;

“Application”, a request submitted by an applicant to an authority for a permit to collocate small wireless facilities on a utility pole or wireless support structure, or to approve the installation, modification, or replacement of a utility pole;

“Authority Pole” a utility pole owned, managed, or operated by or on behalf of an authority, but such term shall not include municipal electric utility distribution pole or facilities;

“Collocate” or “Collocation”, to install, mount, maintain, modify, operate, or replace small wireless facilities on or immediately adjacent to a wireless support structure or utility pole, provided that the small wireless facility antenna is located on the wireless support structure or utility pole;

“Decorative Pole”, an authority pole that is specially designed and placed for aesthetic purposes;

“Director”, the Director of Public Works

“Fee”, a one-time, nonrecurring charge;

“Permit”, a written authorization required by an authority to perform an action or initiate, continue, or complete a project;

“Rate”, a recurring charge;

“Right-of-Way”, the area on, below, or above a public roadway, highway, street, sidewalk, alley, or similar property used for public travel, but not including a federal interstate highway, railroad right-of-way, or private easement;

“Small Wireless Facility”, a wireless facility that meets both of the following qualifications:

Each wireless provider’s antenna could fit within an enclosure of no more than six (6) cubic feet in volume; and

All other equipment associated with the wireless facility, whether ground or pole mounted, is cumulatively no more than twenty-eight (28) cubic feet in volume, provided that no single piece of equipment on the utility pole shall exceed nine (9) cubic feet in volume; and no single piece of ground mounted equipment shall exceed fifteen (15) cubic feet in volume, exclusive of equipment required by an electric utility or municipal electric utility to power the small wireless facility.

The following types of associated ancillary equipment shall not be included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs and related conduit for the connection of power and other services;

“Utility Pole”, a pole or similar structure that is or may be used in whole or in part by or for wireline communications, electric distribution, lighting, traffic control, signage, or a similar function, or for the collocation of small wireless facilities; provided, however, such term shall not include wireless support structures, electric transmission structures, or breakaway poles owned by the state highways and transportation commission;

“Wireless Facility”, equipment at a fixed location that enables wireless communications between user equipment and a communications network, including equipment associated with wireless communications and radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes small wireless facilities. The term does not include:

The structure or improvements on, under, or within which the equipment is collocated;

Coaxial or fiber-optic cable between wireless support structures or utility poles;

Coaxial or fiber-optic cable not directly associated with a particular small wireless facility; or

A wireline backhaul facility;

“Wireless Infrastructure Provider”, any person, including a person authorized to provide telecommunications service in the state, that builds or installs wireless communication transmission equipment or wireless facilities but that is not a wireless services provider;

“Wireless Provider”, a wireless infrastructure provider or a wireless services provider;

“Wireless Services”, any services using licensed or unlicensed spectrum, including the use of wifi, whether at a fixed location or mobile, provided to the public using wireless facilities;

“Wireless Services Provider”, a person who provides wireless services;

“Wireless Support Structure”, an existing structure, such as a monopole or tower, whether guyed or self-supporting, designed to support or capable of supporting wireless facilities; an existing or proposed billboard; an existing or proposed building; or other existing or proposed structure capable of supporting wireless facilities, other than a structure designed solely for the collocation of small wireless facilities. Such term shall not include a utility pole.

“Zoning Regulations” Chapter 50 of the Code of Ordinances of the City of Raytown, Missouri

Sec. 36-153. General Requirements

(a) Height Restrictions

- (1) Each new, replacement, or modified utility pole installed in the Right-of-Way shall not exceed the greater of ten feet in height above the tallest existing utility pole in place as of August 28, 2018 located within five hundred feet of the new pole in the same Right-of-Way or fifty (50) feet above ground level at the site of the proposed installation, replacement, or modification.
- (2) New small wireless facilities in the right-of-way shall not exceed more than ten feet above an existing utility pole in place as of August 28, 2018.
- (3) Any new, modified, or replacement utility pole that exceeds these height limits shall be subject to a conditional use permit under the city’s zoning regulations.

(b) Concealment Requirements. The reasonable, objective, cost-effective standards outlined in this subsection seek to ensure that all small wireless facilities deployed in the city are deployed in a manner that preserves the visual appearance of the surrounding area and the legal use of the right-of-way. Any of the requirements set forth in this subsection may be waived or altered by the director upon an applicant establishing good cause as to way the concealment requirements should not apply.

- (1) Small wireless facility antenna. All antennas mounted as part of the deployment of a small wireless facility shall be mounted to the top of the utility pole or wireless support structure and aligned with the centerline of the utility pole or wireless support structure, unless otherwise agreed to by the director based on the specific context and characteristics of the utility pole or wireless support structures.
 - i. Shape. Any small wireless facility antenna collocated within the city shall be cylindrical or completely housed within a cylindrical enclosure or radome unless otherwise agreed to by the director based on the specific context and characteristics of the utility pole, wireless support structure, or small wireless facility.
 - ii. Color. Exposed antennas and antenna enclosures shall match the color specifications of the utility pole or the wireless support structure.

- (2) Associated Pole Equipment. Any equipment attached to a pole as part of a small wireless facility shall be of the same or similar color as the pole on which it is attached. To the extent possible, any wires, fiber-optic cable, coaxial cable or any other cables associated with the collocation of a small wireless antenna running from any associated equipment, both pole mounted and ground mounted, shall run on the interior of the pole. If running any wires, fiber-optic cable, coaxial cable, or any other cable on the interior of the pole is not possible then said wires and cables shall either be located within a cylindrical tubing of the same or similar color as the pole and mount flush against the pole or be of the same or similar color as the pole on which they are attached and mounted flush against the pole or in any other matter which would reasonably conceal them. The director, in their discretion, may require additional concealment requirements, including the attachment of banners or signs on either side of any associated pole equipment.
- (3) Associated Ground Equipment. All associated ground equipment mounted as part of a small wireless facility deployment shall be placed to the greatest extent possible in an area so as to minimize its visual intrusiveness and detrimental effect to the legal use of the right-of-way. All associated ground equipment shall be located within a green cabinet or enclosure or any other color cabinet or enclosure that would minimize visual intrusiveness and conceal the associated ground equipment. To the extent possible,
- (4) Replacement poles. Any replacement utility pole located for the purpose of siting a small wireless facility shall reasonably conform to the appearance of other similar utility or streetlight poles in the area.
- (c) *Decorative Poles.* Any applicant seeking to replace a decorative pole for the purpose of collocating a small wireless facility shall replace said decorative pole with a pole conforming to the design aesthetics of the decorative pole being replaced. Conformance to the design aesthetics of the decorative pole means, that any replacement pole shall at a minimum be of the same or similar design as the decorative pole, contain the same or similar decorative elements of the original decorative pole, be of the same color as the original decorative pole and other decorative poles in the area and that the small wireless facility collocated on the replacement decorative pole be the same color as the decorative pole and the replacement decorative pole.
- (d) *Indemnification, Insurance, Performance Bond.*
- (1) Indemnification. Wireless providers shall indemnify and hold the City, its officers, and employees harmless against any damage or personal injury caused by the negligence of the wireless provider or its employees, agents, or contractors.
- (2) Insurance. As part of any permit issued by the city under this article, an applicant must provide proof of liability insurance coverage, prior to the effective date of any permit issued, against any damage or personal injury caused by the negligence of the wireless provider or its employees, agents, or contractors in an amount no less than the amount provided for in Section 537.210, RSMo. If the applicant is self-insured, the applicant must submit to the city proof of self-insurance in a comparable amount to the insurance referenced in the previous sentence.

(3) Performance Bond.

- i. An applicant for a permit under this article shall post a performance bond of \$ 1,500 per small wireless facility not to exceed \$75,000 for all small wireless facilities deployed by the applicant. The performance bond shall be used to:
 - (i) Provide for the removal of abandoned or improperly maintained small wireless facilities, including those that the city determines need to be removed to protect public health, safety, or welfare;
 - (ii) Restore the right-of-way in connection with removals;
 - (iii) Recoup rates or fees that have not been paid by a wireless provider in over twelve months, provided the wireless provider has had notice and an opportunity to cure.
 - ii. Upon completion of the work associated with the permit to the satisfaction of the director, the director shall eliminate the bond or reduce its amount after a time appropriate to determine whether the work performed was satisfactory, which time shall be established by the director.
 - iii. Recovery by the city for any amounts under the performance bond required by this article does not limit an applicant's duty to indemnify the city in any way, nor shall such recovery relieve an applicant of its obligations under a permit or reduce amounts owed to the city other than by the amounts recovered by the city under the performance bond, or in any respect prevent the city from exercising any other right or remedy it may have.
 - iv. Applicants that have at least twenty-five million dollars in assets in the state and do not have a history of permitting noncompliance within the city's jurisdiction shall be exempt from the insurance and bonding requirements otherwise authorized by this subsection.
- (e) *Relocation of Facilities.* Whenever, in the interest of public safety and convenience, the city may require a wireless provider relocate, move, alter, change, adapt, or conform the underground or above ground facilities of a wireless provider, the wireless provider shall make the alterations or changes as soon as practicable after being so ordered in writing by the city without claim for reimbursement or damages against the city.
- (f) *Calculation of time.* Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required under this article or any permit, and a period of time is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time.
- (g) *Construction standards.* All requirements of this article shall apply to the construction, modification, and maintenance of small wireless facilities and are reincorporated herein as building code requirements to the extent permitted by law. The construction, operation, maintenance, and repair of small wireless facilities shall be in accordance with applicable codes. All small wireless facilities shall be installed and located with due regard to minimizing interference with the public and with other users of the right-of-way

including the city. An applicant shall not place small wireless facilities or obstruct or hinder the various utility serving the residents and businesses in the city of their use of any right-of-way. Any and all right-of-way disturbed or damaged during the small wireless facilities work shall be promptly repaired or replaced by the applicant to its previous condition. Any wireless infrastructure provider, contractor or subcontractor must be properly licensed under laws of the state and all applicable local ordinances. Each wireless infrastructure provider, contractor or subcontractor shall have the same obligations with respect to its work as wireless services provider would have hereunder and applicable laws if the work were performed by the wireless services provider. The wireless services provider shall be responsible for ensuring that the work of wireless infrastructure providers, contractors or subcontractors is performed consistent with their permits and applicable law, shall be fully responsible for all acts or omissions of any wireless infrastructure Provider, contractor or subcontractor, and shall be responsible for promptly correcting any acts or omissions by a wireless infrastructure provider, contractor or subcontractor.

- (h) *Location.* Small wireless facilities and utility poles shall be installed and maintained so as not to obstruct or hinder the usual travel or public safety on the right-of-way or obstruct the legal use of the right-of-way by the city or other authorized right-of-way users.
- (i) *Replacement.* The city may require an applicant to replace a utility pole on a nondiscriminatory basis for reasons of safety and reliability.
- (j) *Retained zoning authority.* Where authorized by applicable law the city may require that an applicant under this article receive all zoning approvals necessary or required by the zoning regulations of the city.
- (k) *Deemed approve facilities.* Should the city fail to act with the time required by applicable law, any small wireless facility collocated on an existing structure or any installation, modification, or replacement of a utility pole shall be done in compliance with each and every provision of this article.

Sec. 36-154. Small Wireless Facilities Permit.

- (a) *Applications.* Applications for a permit to collocate a small wireless facility on a utility pole or a permit for the installation, modification, or replacement of a utility pole shall be filed on such forms as required by the director and accompanied by the appropriate deposit as stated below. Applications are to be processed subject to the requirements of and in the manner and timeframe as otherwise established in this article and subject to the applicable time frames imposed by applicable law. Applications requesting any information that is prohibited by federal or state law under the applicable circumstance shall be deemed inapplicable to the subject application.
 - (1) Collocation Application Fee. An application for a permit to collocate a small wireless facility on a utility pole shall be accompanied by a deposit of one hundred dollars (\$100) for each small wireless facility the applicant seeks to collocate on a utility pole.
 - (2) Installation, Modification, Replacement Fee. Applications for a permit to install, modify, or replace a utility pole shall be accompanied by a deposit of five hundred dollars (\$500) for each installation, modification, or replacement sought by the applicant.

- (b) *Preapplication meeting.* Before any application is made, the applicant is encouraged to meet with the director to discuss, in general, the procedures and requirements for a permit request under this section.
- (c) *Application Process.*
- (1) Form; deficiency notice. Any application under this section shall be submitted on forms in accordance with the above to the director for a determination of completeness. Within the time prescribed by law of the receipt of an application, or such longer or other review times allowed by applicable law, the director shall review the application and identify any ways in which the application is not complete and provide the applicant with a written explanation of the deficiencies with citation to the code or statutes requiring such deficient item.
 - (2) New application. Given the various time restrictions applicable to approvals under applicable law, any modification of an application other than to correct incompleteness may be denied by the director if the change is material or presents difficulty in completing review of the modified application within the established review time. In such circumstance, the modified application must be resubmitted as a new application and the original application shall be deemed withdrawn.
 - (3) Approval or denial. The city shall approve or deny of the application to collocate a small wireless facility or the application for the installation, modification, or replacement of a utility within the timeframes provided by applicable law.
- (d) *Application Contents.* An application for a permit under this section shall contain, at a minimum, the following information:
- (1) Site-specific structural integrity and make-ready analysis prepared by a structural engineer. The make-ready analysis shall include plans and detailed cost estimates for any make-ready work as needed. Any cost associated with the make-ready work shall be the sole responsibility of the applicant.
 - (2) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. The photographs shall include a digital photo simulation of the proposed location providing “before and after” views demonstrating the impact of the proposed wireless facilities on the surrounding environment, including the right-of-way if applicable.
 - (3) The equipment type and model numbers of the antennas and all other wireless equipment associated with the small wireless facility.
 - (4) An attestation that the small wireless facility complies with the volumetric limitations set forth in Sec. 36-152.
 - (5) Applicable indemnity, insurance, and performance bond information as required by this article.

- (6) An applicant that is not a wireless services provider must provide evidence of agreements or plans that demonstrate that the small wireless facility will be operational for use by a within one year after the permit for the applicable small wireless facility is issued, unless the city and applicant agree to extend this period in writing or if delay is caused by lack of commercial power or communications transport facilities to the site and the applicant notifies the city in writing. The non-wireless service provider applicant must provide the above information by attestation, attached to the applicable application.
 - (7) A projected commencement and termination date of the work proposed under the permit. If said dates are not known at the time of the application, then any permit holder shall provide the director advanced, written notice of such dates once determined.
 - (8) Any information necessary to establish that the proposed collocation of the small wireless facility meets the concealment requirements of Sec. 36-153(b).
 - (9) Any information necessary to determine that the collocation meets the height restrictions of Sec. 36-153(a).
 - (10) In the event that the proposed small wireless facility is to be attached to an existing utility pole owned by an entity other than the city, the wireless provider shall provide legally competent evidence of the consent of the owners of such pole to the proposed collocation.
 - (11) Any other information deemed to be relevant to the proposed collocation.
- (e) *Consolidated Applications.*
- (1) An applicant may file a consolidated application and receive a single permit for the collocation of multiple small wireless facilities. An application may include up to twenty separate small wireless facilities, provided that they are for the same or materially same design of small wireless facility being collocated on the same or materially the same type of utility or wireless support structure and all the collocations are geographically proximate. The denial of one or more small wireless facilities in a consolidated application shall not delay processing of any other small wireless facilities in the same batch;
 - (2) If the city receives individual applications for approval of more than fifty small wireless facilities or consolidated applications for approval of more than seventy-five small wireless facilities within a fourteen day period, whether from a single applicant or multiple applicants, the city may, upon its own request, obtain an automatic thirty-day extension for any additional collocation or replacement or installation application submitted during that fourteen day period or in the fourteen day period immediately following the prior fourteen day period. The city will promptly communicate its request to each and any affected applicant.
- (f) *Make-ready work.* The city shall provide a good faith estimate for any make-ready work necessary to enable a pole to support the requested collocation by a wireless provider, including pole replacement if necessary, within sixty days after receipt of a complete application. Make-ready work, including any pole replacement, shall be completed within sixty days of written acceptance of the good faith estimate and advance payment by the applicant.

- (g) *Rate for collocation.* If an application for the collocation of a small wireless facility is approved, the wireless provider shall pay to the city one hundred and fifty dollars (\$150) per year per small wireless facility collocated on an authority pole.

Sec. 36-155. Denial of permit.

- (a) *Reasons.* The city may deny a proposed collocation of a small wireless facility or installation, modification, or replacement of a utility pole if the action proposed in the application submitted to the director could reasonably be expected to:
- (1) Materially interfere with the safe operation of traffic control equipment or city-owned communications equipment;
 - (2) Materially interfere with sight lights or clear zones for transportation, pedestrians, or nonmotorized vehicles;
 - (3) Materially interfere with compliance with the American Disability Act, 42 U.S.C. Sections 1201 to 12213, or similar federal or state standards regarding pedestrian access or movement;
 - (4) Materially obstruct or hinder the usual travel or public safety on the right-of-way;
 - (5) Materially obstruct the legal use of the right-of-way by an authority, utility or other third party;
 - (6) Fail to comply with the spacing requirement set forth in Sec. 36-127(d).
 - (7) Fail to comply with applicable codes, including nationally recognized engineering standards for utility poles or wireless support structures;
 - (8) Fail to comply with the reasonably objective and documented aesthetics of a decorative pole and the applicant does not agree to pay to match the applicable decorative elements;
 - (9) Fail to comply with undergrounding requirements as of January 1, 2018 or any new undergrounding requirements for new developments; or
 - (10) Any other reason as allowed by applicable state or federal law.
- (b) *Denial.* The City shall document the complete basis for the denial in writing and send said denial and any accompanying documentation to the applicant on the day the authority denies the application. The applicant may cure the deficiencies identified by the city and resubmit the application within the timeline provided for in applicable law without paying an additional application fee.

Sec. 36-156. Fast-Track Small Wireless Facility Deployment

- (a) *General conditions.* Small wireless facilities meeting the below, additional requirements may be authorized to be collocated with the approval of the director on an expedited 20-day time frame subject to the following additional requirements:
- (1) Only one small wireless facility shall be permitted per structure in the rights-of-way;
 - (2) The small wireless antenna and associated pole equipment shall be of the same or similar color as the pole on which it is to be attached;

- (3) All wires and cables associated with the small wireless facility shall be installed on the interior of the pole; and
 - (4) No associated ground equipment shall be authorized;
- (b) *New or replacements poles.* An applicant applying for approval of the siting of a small wireless facility under this section may request or require that a new or replacement utility pole may be located as part of such deployment subject to the following additional requirements:
- (1) The new or replacement utility poles is no greater than five (5) feet taller than the any adjacent or existing utility pole within the same right-of-way;
 - (2) The new or replacement utility pole is of the same or materially similar design as adjacent or surrounding utility poles;
- (c) *Application fee.* The application fee for the collocation of a small wireless facility under this section shall be seventy-five dollars (\$75). The application fee for a new or replacement utility pole under this section shall be four hundred dollars (\$400).
- (d) *Rate for collocation.* The rate for collocating a small wireless facility under this section shall be one hundred dollars (\$100) per small wireless facility collocated on an authority pole.
- (e) *Consolidated applications.* An applicant may file a consolidated application under this section regarding the collocation of twenty (20) small wireless facilities so long as the proposed small wireless facilities and any new or replacement utility poles are of the same design.
- (f) *Director's discretion.* Approval of small wireless facilities under this section shall be at the discretion of the director following the requirements and criteria stated in this section, this article or Chapter 36 generally. Any application under this section may be denied by the director if the application fails to meet any of the requirements of this section or any of the requirements of this article.

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

SECTION 5 – 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 6 – EFFECTIVE DATE. This ordinance shall be in full force and effect on January 1, 2019.

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

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

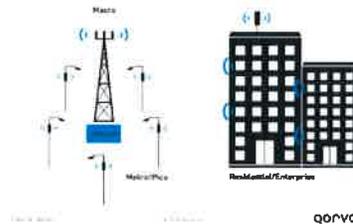
Joe Willerth, City Attorney

Telecommunications

WILLIAMS &
CAMPO, P.C.

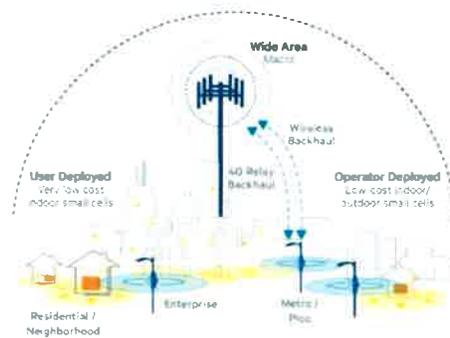
PROVIDING LEGAL SOLUTIONS FOR LOCAL GOVERNMENTS

Small Cell Wireless – Generally



QORVO

Deployment Overview



Why so many?

Estimated Deployment

- 60-ish small cell per sq. mile per carrier in the next 5 years

Why?

- Reduce latency, increase capacity, limit coverage gaps, "bathroom coverage", fixed wireless

Small Cell Wireless – Local Examples



Small Cell Wireless - Nightmare



Summary of Wireless Laws

- Two Federal Statutes
 - 1996 Telecom Act – 47 U.S.C 332(c)(7)
 - 2012 Spectrum Act – 6409(a) – 47 U.S.C. 1455(a)
- Three FCC Orders
 - FCC Declaratory Ruling – Shot Clock Rule – FCC 09-99
 - 2014 Wireless Infrastructure Order – FCC 14-153
 - FCC Declaratory Ruling and Third Report and Order – FCC 18-133
- Two Missouri Statutory Sections
 - Uniform Wireless Communications Infrastructure Deployment Act – Section 67.5090 *et seq.*, RSMo.
 - Uniform Small Wireless Facility Deployment Act – Section 67.5110 *et seq.*, RSMo.

FCC 18–133 - Generally

- Limits cities' authority regarding the siting of small wireless facilities
“...preempt legal requirements that effectively prohibit service, including wireless infrastructure deployments.”
“...in determining whether a state or local law has the effect of prohibiting the provision of telecommunications services, it ‘consider[s] whether the ordinance materially inhibits or limits the ability of any competitor or potential competitor to compete in a fair and balanced legal regulatory environment.”
- Sets timelines for the approval or denials of applications
“**60 days** for reviewing the application for attachment of a Small Wireless Facility using an **existing structure** and 90 days for the review of an application for attachment of a small wireless facility using a new structure.”

FCC 18-133 - Fees Generally

- “[F]ees are only permitted to the extent that they are nondiscriminatory and represent a reasonable approximation of the locality’s reasonable costs.”
- Must be
 - Reasonably approximate to cost
 - Objectively reasonable to pass to applicant
 - No higher than fees charged to competitors in similar circumstance

FCC 18-133 – Application Fees

- “\$500 for no-recurring fees, including a single up-front application that includes up to five Small Wireless Facilities, with an additional \$100 for each Small Wireless Facility beyond five, or \$1,000 for non-recurring fees for a new pole (*i.e.*, not a collocation).”

FCC 18-133 – Recurring Fees

- “\$270 per Small Wireless Facility per year for all recurring fees, including any possible ROW access fee or fee for attachment to municipally owned structures in the ROW”

HB 1991 – Generally

- Limits cities' authority regarding the siting of small wireless facilities
“...an authority shall permit a wireless provider, as a permitted use not subject to zoning review or approval, to collocate small wireless facilities and install, maintain, modify, operate, and replace utility poles along, across, upon, and under the right-of-way...” Section 67.5112.3, RSMo
- Sets timelines for the approval or denial of applications
“Within **fifteen days** of receiving an application, an authority shall determine and notify the applicant in writing whether the application is complete.” Section 67.5113.3(7)
“An application for collocation shall be processed on a nondiscriminatory basis and deemed approved if the authority fails to approve or deny the application within **forty-five days** of receipt of the application ... An application for installation of a new, modified, or replacement utility pole associated with a small wireless facility shall be processed on a nondiscriminatory basis and deemed approved if the authority fails to approve or deny the application within **sixty days** of receipt of the application” Section 67.5113.3(8)

HB 1991 – Application Fees

- “...based on the actual, direct, and reasonable administrative costs incurred for the review, processing, and approval of an application ...” Section 67.5116.3(1), RSMo
- “The total fee for any application under subsection 3 of section 67.5113 for collocation of small wireless facilities on existing authority poles shall not exceed **one hundred dollars** per small wireless facility.” Section 67.5116.3(3), RSMo
- “The total application fee for the installation, modification, or replacement of a utility pole and the collocation of an associated small wireless facility shall not exceed **five hundred dollars per pole.**” Section 67.5113.3(4), RSMo

HB 1991 – Recurring Fees

- “The rate for collocation of a small wireless facility to an authority pole shall not exceed **one hundred fifty dollars** per authority pole per year.” Section 67.5116.4(1), RSMo
- “an authority shall authorize the collocation of small wireless facilities on authority wireless support structures and authority poles to the same extent, if any, that the authority permits access to such structure for other commercial projects or uses. Such collocations shall be subject to **reasonable and nondiscriminatory rates, fees, and terms** as provided in an agreement between the authority, or its agent, and the wireless provider.” Section 67.5114.2, RSMo

FCC 18-133 and HB 1991 City Authority Retained – Design

- FCC 18-133
 - "We conclude that aesthetics requirements are not preempted if they are (1) reasonable, (2) no more burdensome than those applied to other types of infrastructure deployments, and (3) objective and public in advanced."
 - "[A]esthetic requirements that are reasonable in that they are technically feasible and reasonably directed to avoiding or remedying the intangible public harm of unsightly or out-of-character deployments.."
- HB 1991 Decorative Poles
 - "A wireless provider shall be permitted to replace decorative poles when necessary to collate small wireless facility, but any replacement pole shall reasonable conform to the design aesthetics of a decorative pole or poles being replaced." Section 67.5112.6, RSMo
 - "An authority may deny a proposed ... small wireless facility ... only if the action proposed in the application could reasonably be expected to ... fail to comply with reasonably objective and documented aesthetics of a decorative pole and the applicant does not agree to pay to match the applicable decorative elements." Section 67.5113.9(h), RSMo.
- HB 1991 - Concealment Requirements
 - "An authority may require a small wireless facility to comply with reasonable, objective, and cost-effective concealment or safety requirements adopted by the authority." Section 67.5113.3(5), RSMo

FCC 18-133 and HB 1991 City Authority Retained - Underground

- FCC 18-133
 - "...a requirement that all wireless facilities be deployed underground would amount to an effective prohibition given the propagation characteristics of wireless signals."
 - "... the same criteria discussed above in the context of aesthetics generally would apply to state or local undergrounding requirements.."
- HB 1991 – Section 67.5113.9(i), RSMo
 - An authority may deny a proposed collocation ... or installation, modification or replacement ... if the action proposed in the application could reasonably be expected to:
 - (i) Fail to comply with reasonable and nondiscriminatory undergrounding requirements contained in local ordinances ... that require all utility facilities in the area to be placed underground and prohibit the installation of new or the modification of existing utility poles in the right-of-way without prior approval, provided that such requirements include a waiver or other process of addressing requests to install such utility poles and do not prohibit the replacement or modification of existing utility poles consistent with this section.

FCC 18-133 and HB 1991 City Authority Retained - Spacing

- FCC 18-133
 - "it is difficult to envision any circumstances in which a municipality could reasonably promulgate a new minimum spacing requirement that, in effect, prevents a provider from replacing its preexisting facilities or collocating new equipment on a structure already in use"
 - "such requirements should be evaluated under the same standards for aesthetic requirements"
- HB 1991 – 67.5113.9(f), RSMo
 - An authority may deny a proposed collocation ... or installation, modification or replacement ... if the action proposed in the application could reasonably be expected to:
 - (f) Fail to comply with reasonable and nondiscriminatory spacing requirements of general application adopted by ordinance ... Such spacing requirements shall not prevent a wireless provider from serving any location and shall include a waiver, zoning, or other process that addresses wireless provider requests for exception or variance and does not prohibit granting of such exceptions or variances.

**WILLIAMS &
CAMPO, P.C.**

Telecommunications

Contact Information:

Padraic W. Corcoran

Williams & Campo, P.C.

400 SW Longview Boulevard

Suite 210

Lee's Summit, Missouri 64081

(816) 524-4646

pcorcoran@publiclawfirm.com

PROVIDING LEGAL SOLUTIONS FOR LOCAL GOVERNMENTS

**CITY OF RAYTOWN
Request for Board Action**

Date: November 29, 2018
To: Mayor and Board of Aldermen
From: Captain Candice Schwarz

Resolution No.: R-3151-18

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Acceptance of a reimbursable grant in the amount not to exceed \$6169.05 through the Missouri Department of Transportation Highway Safety and Traffic Division, Fiscal Year 2018-2019.

Recommendation: Approve the resolution to accept grant funding.

Analysis: In February 2018, pursuant to Resolution R-3064-18, the Board of Aldermen approved the Raytown Police Department to apply for grant funding through the Missouri Department of Transportation's Highway Safety Crash Reduction/ Hazardous Moving Enforcement Grant.

In August 2018, the Police Department was notified of the grant award in the amount not to exceed \$6169.05. The grant provides funding to be used for officers overtime traffic safety assignments and the purchase of an additional Stalker brand handheld radar instrument at 100 % reimbursement to the City. In addition, the grant will reimburse the cost of sending one officer to the annual LETSAC conference for additional training. There is no match required by the City for this grant.

Alternatives: Not approve acceptance of the funding and the Police Department would attempt to achieve similar results regarding hazardous moving violation enforcement and crash abatement.

Budgetary Impact:

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

Revenue:

Account: 101-32-00-701-4301
Amount: \$6,169.05
Department: Police

Expenses:

Account: 101-32-00-100-53701	Account: 101-32-00-100-51112	Account: 101-32-00-100-53500
Amount: \$750.00	Amount: \$4,000.00	Amount: \$1,419.05
Department: Police	Department: Police	Department: Police
Object Code: Education & Training	Object Code: Personnel	Object Code: Equipment

Additional Reports Attached: Copy of Grant Contract and Award Letter

A RESOLUTION AUTHORIZING AND APPROVING THE ACCEPTANCE OF A MISSOURI DEPARTMENT OF TRANSPORTATION TRAFFIC AND HIGHWAY SAFETY HAZARDOUS MOVING GRANT IN THE AMOUNT OF \$6,169.05 AND AMENDING THE FISCAL YEAR 2018-2019 BUDGET

WHEREAS, the City of Raytown (the "City") applied for and received a grant from the Missouri Department of Transportation Traffic and Highway Safety Hazardous Moving Grant project in the amount of \$6,169.05; and

WHEREAS, the City desires to accept this grant and amend the Fiscal Year 2018-2019 Budget to reflect the funding; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve the acceptance of the Missouri Department of Transportation Traffic and Highway Safety Hazardous Moving Grant and amend the Fiscal Year 2018-2019 Budget;

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

THAT the acceptance of the Missouri Department of Transportation Traffic and Highway Safety Hazardous Moving Grant is hereby approved; and

FURTHER THAT the Fiscal Year 2018-2019 Budget approved by Resolution No. R-3134-18 is hereby amended as follows:

Revenue:

Account: 101-32-00-701-4301
Amount: \$6,169.05
Department: Police

Expenses:

Account: 101-32-00-100-53701	Account: 101-32-00-100-51112	Account: 101-32-00-100-53500
Amount: \$750.00	Amount: \$4,000.00	Amount: \$1,419.05
Department: Police	Department: Police	Department: Police
Object Code: Education & Training	Object Code: Personnel	Object Code: Equipment

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 4th day of December, 2018

Michael McDonough, Mayor

ATTEST:

Approved at to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

Missouri Department of Transportation

830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65102
573-751-4161
1-800-800-2358
Fax: 573-634-5977

August 17, 2018

Chief Jim Lynch
Raytown Police Dept.
10000 E. 59th St.
Raytown, MO 64133-3915

Dear Chief Lynch:

Enclosed is a contract between the Highway Safety and Traffic Division and the Raytown Police Dept. for a HMV Enforcement project.

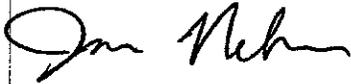
The project obligates \$6,169.05 in federal funds for the period October 01, 2018 through September 30, 2019. All expenditures should be claimed against project #19-PT-02-030.

Please review this contract carefully for any discrepancies or questions. If acceptable, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. The Authorizing Official and Project Director signatures on the contract must be signed by two separate individuals. After signing, please return all pages of the contract to the Highway Safety and Traffic Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Scott Wilson, Senior System Management Specialist at 573-751-5408. We look forward to working with you and your staff.

Sincerely,



Jon Nelson
Asst. to State Highway Safety Traffic Engineer

Enclosure



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.
www.modot.org

CONTRACT

Form HS-1

Revision Reason: Wording

Version: 2

06/17/2018

Missouri Department of Transportation
Highway Safety and Traffic Division
 P.O. Box 270
 830 MoDOT Drive
 Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: HMV Enforcement
Project Number: 19-PT-02-030
Project Category: Police Traffic Services
Program Area: Police Traffic Services

Name of Grantee
 Raytown Police Dept.

Funding Source: 402 / 20.600

Grantee County
 Jackson

Type of Project: Initial

Started: 10/01/2018

Grantee Address
 10000 E. 59th St.
 Raytown, MO 64133-3915

Federal Funds Benefiting

State: _____
Local: _____ \$6,169.05
Total: _____ \$6,169.05

Telephone
 816-737-6106

Fax
 816-737-6137

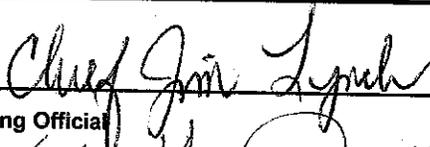
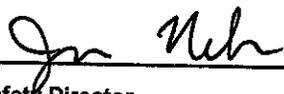
Source of Funds

Federal: _____ \$6,169.05
State: _____
Local: _____ \$0.00
Total: _____ \$6,169.05

Contract Period

Effective: 10/01/2018
Through: 09/30/2019

Prepared By
 Wilson, Scott

 _____ Authorizing Official	9/19/18 _____ Date
 _____ Project Director	9/19/18 _____ Date
 _____ Highway Safety Director	10/18/2018 _____ Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$6,169.05**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

30

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Subrecipient will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

C. ACCOUNTING: The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSR.gov for each sub-grant awarded:

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
 - 1. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient -or its subcontractor under the provisions of this contract. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

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CONTRACT CONDITIONS - PAGE 5

4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

IX. STATUTORY AND REGULATORY REQUIREMENTS

A. COMPLIANCE: The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

- X. PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

- XI. INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

- A.** To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B.** The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement:
1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and
 2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
- C.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement.

- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XXIII. RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

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CONTRACT CONDITIONS - PAGE 9

- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
 1. Title of the class
 2. Date(s) and location of class
 3. Printed Name and signature of attendees (unless otherwise prohibited)
 4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Subrecipient is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Child Passenger Safety campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org/>.
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

PROBLEM IDENTIFICATION

Aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years, the combination of aggressive driving behaviors contributed to 53 percent of fatalities and 46 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Nearly 40 percent of all Missouri fatalities over the last five years were speed-related.

The City of Raytown, Missouri is home to approximately 30,000 people. The city is landlocked by Kansas City, the largest city in Missouri. The population of Raytown is a misnomer, as thousands of vehicles travel through the city via MO 350 Highway, in each 24 hour period. In addition, the city has numerous well traveled arteries such as Raytown Road, Blue Ridge Boulevard, Blue Ridge Cut-Off, 63rd Street, 87th Street and Gregory Boulevard. Each of these streets is heavily traveled at all hours of the day.

Given the size of Raytown, the number of crashes within the city limits appears disproportionate to its population, and Raytown experienced an increase of overall crash numbers in 2016 (896).

The ability of an officer to enforce the traffic code via the HMV grant will decrease the opportunity for aggressive driving within the city limits, thereby decreasing the overall number of crashes.

PROJECT DESCRIPTION

The use of the HMV grant will allow more officers the ability to concentrate extra traffic enforcement during the peak hours of times designated to be "high crash" times. With a higher number of extra police officers patrolling these areas, providing enforcement in the main areas of the city, the number of injury, non-injury, and fatality crashes will reduce.

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.

18	Total number of DWI violations written by your agency.	42
19	Total number of speeding violations written by your agency.	757
20	Total number of HVM violations written by your agency.	1124
21	Total number of child safety/booster seat violations written by your agency.	8
22	Total number of safety belt violations written by your agency.	68
23	Total number of sobriety checkpoints hosted.	0

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24	Total number of traffic crashes.	2072
25	Total number of traffic crashes resulting in a fatality.	4
26	Total number of traffic crashes resulting in a serious injury.	37
27	Total number of speed-related traffic crashes.	251
28	Total number of speed-related traffic crashes resulting in a fatality.	1
29	Total number of speed-related traffic crashes resulting in a serious injury.	6
30	Total number of alcohol-related traffic crashes.	81
31	Total number of alcohol-related traffic crashes resulting in a fatality.	0
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	3
33	Total number of unbuckled fatalities.	3
34	Total number of unbuckled serious injuries.	7

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	49
36	Total number of commissioned patrol and traffic officers.	49
37	Total number of commissioned law enforcement officers available for overtime enforcement.	43

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The Raytown Police Department will focus on timely submission of reimbursement vouchers on a monthly basis, providing the proper documentation to support reimbursement expenditures. The public will also be made aware of the focus by police in "high crash" areas using social media, and media releases.

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
	Radar	One Stalker II (SDR) Non-Moving Hand Held Radar Instrument	1.00	\$1,419.05	\$1,419.05	\$0.00	\$1,419.05
					\$1,419.05	\$0.00	\$1,419.05
Personnel							
	Overtime and Fringe	Officer Overtime	1.00	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00
					\$4,000.00	\$0.00	\$4,000.00
Training							
	Professional Development	LETSAC Conference for one officer	1.00	\$750.00	\$750.00	\$0.00	\$750.00
					\$750.00	\$0.00	\$750.00
Total Contract					\$6,169.05	\$0.00	\$6,169.05

GD

**CITY OF RAYTOWN
Request for Board Action**

Date: November 29, 2018

Resolution No. R-3152-18

To: Mayor and Board of Aldermen

From: Chief Jim Lynch, Raytown Police Department

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Approval of the resolution for the Fiscal Year 2019 VIPS Grant Application.

Recommendation: Approve the Resolution.

Background: The Raytown Volunteers in Police Service Inc. has been created to support community service and the crime prevention efforts of Raytown Police Department. Raytown Volunteers in Police Service Inc. will be providing funding to reimburse the Raytown Police Department for expenditures required to facilitate these programs in Fiscal Year 2018-2019. The goal is to support the combined missions of the Police Department and the Corporation, which exists to improve communication and trust between the Police and the community, while reducing crime through proactive educational efforts.

Analysis: Once the grant is accepted by the City, eligible expenses associated with supporting the Raytown Police Department's public education and community support programs may be remitted for reimbursement, at the rate of 100%, up to twelve thousand three hundred and twenty dollars (\$12,320.00). Eligible reimbursable expenses include, but are not limited to: approved overtime assignments, purchase of any new supplies, materials, equipment, contracting for printing or other services necessary to operate programs such as Citizen's Police Academy, Safety Fairs, Coffee-With-A-Cop, Community Forums, and community requests for public speaking events by members of the Police Department. There is no match required by the City for this grant.

Application for funding may be submitted in written or electronic format and submitted to the Directing Board of the Corporation by the Chief of Police of the Raytown Police Department or his designee. Once approved by the Directing Board, grants require the Police Department and Finance Department to submit an accounting of expenditures to the Corporation Board. Funding will be paid to the City from Truman Heartland Community Foundation, the fund administrator. The Corporation maintains charitable funds within a sub-fund of Truman Heartland Community Foundation for the sole purpose of funding this grant process.

Alternatives: The City/Board of Aldermen could choose not to approve the resolution for the application of grant funding, in which case these services will not be provided to the community.

Budgetary Impact:

Not Applicable

A RESOLUTION AUTHORIZING AND APPROVING AN APPLICATION FOR GRANT FUNDING IN AN AMOUNT NOT TO EXCEED \$12,320.00 FOR FISCAL YEAR 2018-2019 IN CONNECTION WITH RAYTOWN VOLUNTEERS IN POLICE SERVICE INC.

WHEREAS, the City of Raytown has participated in the Raytown Volunteers in Police Service Inc. in the past and desires to do so in the future; and

WHEREAS, grant funding is available from the Raytown Volunteers in Police Service Inc. and the City desires to submit an application for such funding to enhance its Police Department operations; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve an application for grant funding;

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

THAT an application for a Raytown Volunteers in Police Service Inc. Grant in an amount not to exceed \$12,320.00 for fiscal year 2018-2019 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute the application along with any and all 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 4th day of December, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

CITY OF RAYTOWN
Request for Board Action

Date: November 29, 2018
To: Mayor and Board of Aldermen
From: Captain Candice Schwarz

Resolution No.: R-3153-18

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Acceptance of a reimbursable grant in the amount up to \$9,285.24 from the Bureau of Justice Assistance Bulletproof Vest Partnership.

Recommendation: Approve the resolution to accept grant funding.

Analysis: In May 2018, the Raytown Police Department applied for a grant through the Bureau of Justice Assistance Bulletproof Vest Partnership. In October 2018, the Department was notified of the grant award in the amount not to exceed \$9,285.24. The Department utilizes a vest replacement plan which will replace an officer's uniquely fitted bulletproof vest that conforms to the individual wearer every five years as recommended by vest manufacturers. The grant will reimburse the Department for 50% of the purchase cost of National Institute of Justice compliant armored vests purchased from April 1, 2018 to August 31, 2020, or until available funds have been requested. The Department is responsible for funding the remainder of the cost of the vest and the purchase of bulletproof vests is a budgeted item for fiscal year 2018-2019.

The purchase of bulletproof vests is essential for officer safety.

Alternatives: Not accept the grant funding and the Police Department will be responsible for covering the entire cost of the vests.

Budgetary Impact:

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

Revenue:

Account: 205-32-00-310-43101
Amount: \$9,285.24
Department: Police
Fund: Capital

Expense:

Account: 205-32-00-100-57000
Amount: \$18,000.00
Department: Police
Fund: Capital

Additional Reports Attached:

Copy of Bulletproof Vest Partnership Program Information, Copy of Bulletproof Vest Partnership grant award notification, Copy of partial list of award announcement showing awarded amount.

A RESOLUTION AUTHORIZING AND APPROVING THE ACCEPTANCE OF A BUREAU OF JUSTICE ASSISTANCE BULLETPROOF VEST PARTNERSHIP GRANT IN THE AMOUNT OF \$9,285.24 AND AMENDING THE FISCAL YEAR 2018-2019 BUDGET

WHEREAS, the City of Raytown (the "City") applied for and received a grant from the Bureau of Justice Assistance Bulletproof Vest Partnership Grant in the amount of \$9,285.24; and

WHEREAS, the City desires to accept this grant and amend the Fiscal Year 2018-2019 Budget to reflect the funding; and

WHEREAS, the Board of Aldermen find it is in the best interests of the City to authorize and approve the acceptance of the Bureau of Justice Assistance Bulletproof Vest Partnership Grant and amend the Fiscal Year 2018-2019 Budget;

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

THAT the acceptance of the Bureau of Justice Assistance Bulletproof Vest Partnership Grant is hereby approved; and

FURTHER THAT the Fiscal Year 2018-2019 Budget approved by Resolution No. R-3134-18 is hereby amended as follows:

Revenue:

Account: 205-32-00-310-43101
Amount: \$9,285.24
Department: Police
Fund: Capital

Expense:

Account: 205-32-00-100-57000
Amount: \$18,000.00
Department: Police
Fund: Capital

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 4th day of December, 2018

Michael McDonough, Mayor

ATTEST:

Approved at to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney



Notice: Critical Program Information ([Click here](#))

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Bulletproof Vest Partnership

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Bulletproof Vest Partnership



The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement.

ONE MILLION VESTS: Since 1999, the BVP program has awarded more than 13,000 jurisdictions a total of \$430 million in federal funds for the purchase of over one million vests (1,294,837) as of July 2017.

NEW: The Fiscal Year 2018 BVP awards have been announced.
See the complete list of [FY 2018 BVP awards](#).

Documentation Requirement: Grantees are required to keep documentation to support the BVP vest application and payment requests for at least a three year period.

Other Federal Funds: Justice Assistance Grant (JAG) funds or other federal funding sources may not be used to pay for that portion of the bullet proof vest (50%) that is not covered by BVP funds. JAG or other federal funds may be used to purchase vests for an agency, but they may not be used as the 50% match for BVP purposes.

NEW: Uniquely Fitted Armor Vest Requirement The BVP Reauthorization Act of 2015 included a provision that states that BJA may give preferential consideration to BVP recipients that provide armor vests to law enforcement officers that are uniquely fitted for such officers, including vests uniquely fitted to individual female law enforcement officers. This provision is applicable to FY 17 BVP awards moving forward. Please see the BVP Reauthorization Act of 2015 amendment for reference:
<https://www.congress.gov/114/plaws/publ155/PLAW-114publ155.pdf>.

In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the *Standard Practice for Body Armor Wearer Measurement and Fitting of Armor* (Active Standard ASTM E3003) available at no cost. The [Personal Armor Fit Assessment checklist](#), is excerpted from ASTM E3003.

In addition, a certification section has been added to the 2017 application (in the BVP system) stating the jurisdictions and law enforcement agency are aware of and will comply with this requirement.

NIJ Advisory and Safety Notices

Current National Institute of Justice Body Armor Standard 0101.06

[NIJ Certification Mark](#)

[NIJ Body Armor Standard 0101.06 Vest List](#)

3-9-18: NIJ Advisory Notice

- [Central Lake Armor Express, Inc. model – QTMF-B-II](#)

2-8-18: NIJ Advisory Notice

- [Pacific Safety Products Inc. model – GPAll-2-F4](#)

10-25-17: NIJ Advisory Notice

- [Giramsa, S.A. De C.V. model – PC4-01](#)

10-25-17: NIJ Advisory Notice

- [Giramsa, S.A. De C.V. model – PC4-02](#)

5-5-17: NIJ Safety Notice

- [Angel Armor Ballistic Body Armor Model Rise, Premium, Female, II](#)

12-15-16: NIJ Advisory Notice

- [Hardwire, LLC model – HW-2016-03-SB](#)

11-10-16: NIJ Advisory Notice

- [Hesco Armor model – 3400](#)

4-19-16: NIJ Advisory Notice

- [Pacific Safety Products model – GPBII-3-F2](#)

10-13-15: NIJ Safety Notice

- [Paraclete model – LXIII A-1](#)
- [Gall's model – LXIII A-1](#)
- [PACA model – LXIII A-1](#)
- [Protective Products model – LXIII A-1](#)
- [Point Blank Body Armor model – LXIII A-1](#)
- [Paraclete model – LXIII AF-1](#)
- [Gall's model – LXIII AF-1](#)
- [PACA model – LXIII AF-1](#)
- [Protective Products model – LXIII AF-1](#)
- [Point Blank Body Armor model – LXIII AF-1](#)

Body Armor Labels: When In Doubt Check It Out
([Click here for additional information](#))

Closed NIJ Advisory Notices and Safety Notices

Previous National Institute of Justice Body Armor Alerts

2-25-16: NIJ Advisory Notice

- [PACA model – CIIIA-2](#)
- [Galls model – CIIIA-2](#)
- [Point Blank Enterprises model – CIIIA-2](#)

NEW! UPDATED Mandatory Wear FAQs

Following two years of declining law enforcement officer line-of-duty deaths, the country realized a dramatic 37 percent increase in officer deaths in 2010. Fifty-nine of the 160 officers killed in 2010 were shot during violent encounters; a 20 percent increase over 2009 numbers. The U.S. Department of Justice is committed to improving officer safety and has undertaken research to review and analyze violent encounters and law enforcement officer deaths and injuries. Due to the increase in the number of law enforcement officer deaths, coupled with our renewed efforts to improve officer safety, beginning with FY 2011, in order to receive BVP funds, jurisdictions must certify, during the application process, that all law enforcement agencies benefitting from the BVP Program have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before any FY 2011 funding can be used by the agency. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. BJA strongly encourages agencies to consult the International Association of Chiefs of Police's Model Policy on Body Armor and to strongly consider all recommendations within that policy. This policy change was announced in October 2010 by Attorney General Holder after consulting with and receiving input from the law enforcement community.

The IACP has very generously provided both its Body Armor Model Policy and position paper to the BVP program. In order to obtain a copy of the Model Policy and position paper, jurisdictions must be registered with the BVP program. To obtain a copy of the Model Policy, contact the BVP Customer Support Center at 1-877-758-3787 or email vests@usdoj.gov.

For additional information regarding this new BVP program requirement, click [here](#).

9-15-15: NIJ Advisory Notice

- [U.S. Armor Corporation model - 5226](#)

8-27-15: NIJ Advisory Notice

- [Central Lake Express model - SERFG-B-II](#)

10-24-13: NIJ Advisory Notice

- [Safariland, LLC Models BA-2000S-HP02F and BA-2000S-SX01F](#)
- [American Body Armor Models BA-2000S-HP02F and BA-2000S-SX01F](#)
- [Second Chance Models BA-2000S-HP02F](#)

6-28-13: NIJ Advisory Notice

- [Safariland, model 2220-1](#)

6-13-13: NIJ Advisory Notice

- [Pacific Safety Products Inc. Ballistic Body Armor Model 06UG2A8H](#)

4-17-13: NIJ Safety Notice

- [Point Blank Body Armor, model CB-S2-BII](#)
- [Point Blank Body Armor, model CB-S3-BIIA-2](#)

Body Armor Safety Initiative Archive

****All media contacts should be directed to the [Office of Justice Programs, Office of Communications](#).**

For immediate assistance, please call us toll-free at 1-877-758-3787. You may also reach us by email at vests@usdoj.gov

Candice Schwarz

Subject: FW: Bulletproof Vest Partnership 2018 Awards

From: BVP Email Account <ojp@public.govdelivery.com>

Sent: Wednesday, October 3, 2018 11:00 AM

To: Missy Wilson <missyw@raytown.mo.us>

Subject: Bulletproof Vest Partnership 2018 Awards

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2018 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP System. A complete list of FY 2018 BVP awards is available at: <https://ojp.gov/bvpbasi/>.

The FY 2018 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2018. The deadline to request payments from the FY 2018 award is August 31, 2020, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests:

Ballistic Vests: <https://nij.gov/topics/technology/body-armor/pages/compliant-ballistic-armor.aspx>

Stab Resistant Vests: <https://nij.gov/topics/technology/body-armor/pages/compliant-stab-armor.aspx>

As a reminder, all jurisdictions that applied for FY 2018 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: <https://ojp.gov/bvpbasi/docs/FAQsBVPMandatoryWearPolicy.pdf>

Finally, please visit the following page for checklists and guides for each step of the BVP process: <https://ojp.gov/bvpbasi/bvpprogramresources.htm>.

Thank you

BVP Program Support Team

Bureau of Justice Assistance

This email was sent to missyw@raytown.mo.us using GovDelivery Communications Cloud on behalf of: Office of Justice Programs · 810 Seventh Street, NW · Washington, DC 20531 · 202-514-2000

MO	LIVINGSTON COUNTY	\$2,200.00
MO	MAPLEWOOD CITY	\$1,937.50
MO	MARYVILLE CITY	\$1,142.50
MO	METROPOLITAN CMTY COLLEGES	\$450.96
MO	MISSOURI	\$28,354.79
MO	MONETT CITY	\$1,600.00
MO	MONITEAU COUNTY	\$1,524.00
MO	MONROE CITY	\$2,007.00
MO	NEOSHO CITY	\$1,920.00
MO	NEVADA CITY	\$1,161.21
MO	NEWTON COUNTY	\$4,400.00
MO	NIXA CITY	\$3,108.00
MO	NODAWAY COUNTY	\$1,740.00
MO	NORMANDY CITY	\$2,712.50
MO	NORTH KANSAS CITY	\$3,200.00
MO	O FALLON CITY	\$11,040.00
MO	OLIVETTE CITY	\$6,000.00
MO	OVERLAND CITY	\$3,883.00
MO	OZARK CITY	\$4,400.00
MO	PAGEDALE CITY	\$8,400.00
MO	PERRYVILLE CITY	\$3,000.00
MO	PETTIS COUNTY	\$7,478.75
MO	PHELPS COUNTY	\$1,605.00
MO	PLATTE CITY	\$2,000.00
MO	PLATTE COUNTY	\$10,137.75
MO	PLEASANT VALLEY CITY	\$988.50
MO	POTOSI CITY	\$4,977.00
MO	PULASKI COUNTY	\$9,425.00
MO	RAYMORE CITY	\$3,701.25
MO	RAYTOWN CITY	\$9,285.24
MO	REEDS SPRING SCH DIST R-4	\$1,262.50
MO	REPUBLIC CITY	\$2,505.83
MO	RICHMOND HEIGHTS CITY	\$5,812.50
MO	ROCK HILL CITY	\$1,937.50
MO	ROGERSVILLE CITY	\$1,637.50
MO	ROLLA CITY	\$3,875.00
MO	SCOTT COUNTY	\$3,470.00
MO	SHREWSBURY CITY	\$1,987.50
MO	SIKESTON CITY	\$6,862.50
MO	SMITHVILLE CITY	\$4,400.00
MO	ST ANN CITY	\$6,110.00
MO	ST CHARLES CITY	\$8,137.50
MO	ST CHARLES COUNTY	\$4,912.57
MO	ST CLAIR CITY	\$1,155.00
MO	ST CLAIR COUNTY	\$1,890.00
MO	ST JAMES CITY	\$1,275.50
MO	ST JOSEPH CITY	\$8,616.38

CITY OF RAYTOWN
Request for Board Action

Date: November 30, 2018
To: Mayor and Board of Aldermen
From: Capt. Candice Schwarz

Resolution No.: R-3154-18

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Approve spending with a single vendor in excess of \$15,000.00 per City purchasing policy.

Recommendation: Approve the resolution to proceed with MDL Technology as the Department's Managed Services provider.

Analysis: The Police Department's use and dependence on technology has grown exponentially over the past decade. This increase is due to changes in the law enforcement industry itself, as well as increased reliance on IT systems for conducting day to day business. These IT systems have become absolutely critical to the function of the Police Department.

The Police Department's budget included appropriation for managed services for FY2018/2019.

In September 2018, the Department broadcast a request for proposal for Managed IT Services. Two (2) vendors responded with proposals, which were certified as received by City of Raytown City Clerk, Teresa Henry on October 11th, 2018. The Police Department then met with both vendors, MDL and HSMC Orizon, to discuss their proposals.

During the meetings, MDL confirmed that their proposal was inclusive with no additional fees. The meeting with HSMC Orizon revealed additional significant fees that were not included in their original proposal. The company also quoted an optional service plan for off-site backup replication and retention, which the Department considers a necessity. Their proposal could not manage the amount of data the Police Department retains, nor could it replicate the data effectively. When this was brought to the attention of the vendor, they verified that their option would not work and returned with a price that more than doubled the cost per month. HSMC Orizon also verified that they will not assist with issues related to our Department website and would refer to a 3rd Party Web Service Provider. The proposal from MDL included a comparable off-site backup solution that met the capacity needs of the Department and MDL will assist with issues related to our website.

A panel consisting of Police Department staff was formed to discuss the proposals. The review panel collectively recommended MDL Technologies as the IT Managed Service provider for the Police Department. While both vendors had positive aspects, MDL Technology's proposal had components that set them apart from the other vendor. A significant factor taken into consideration was that MDL provided an inclusive bid that covered all services at a set monthly fee, which is of significant importance to the Department's budgetary process. The other vendor's proposal was not inclusive and would require additional fees other than what was originally proposed.

The known additional fees are shown in the price comparison chart below. In addition to the known and predictable additional charges listed below, there are other services that the vendor

considers special requests that will be billed at \$120.00 per hour. The number of those requests cannot be determined as it is unknown the number of special requests/service calls that will be needed in FY2019, but are certain to be incurred. Additionally, the cost for the replacement of a physical or virtual server is \$160.00 per hour. One server is scheduled to be replaced in FY2020; over the last three servers that were replaced, it took an average of 11 hours per server. The estimated cost to replace that server with HSMC Orizon would be \$1760.00. These charges for special requests are not included in the below chart, but will apply.

Below is a comparison price chart:

FY2019 Expenses	MDL	HSMC Orizon
Monthly Base price	\$8800.00 (unlimited users)	\$7064.14 (up to 60 users)
<i>Additional Monthly charges</i>	NA	\$360.00 (for 10 additional users)
<i>Additional one time fees</i>	NA	\$3645.00 (account establishment fee) \$3200.00 (off-site backup initial fee) \$3300.00 (deploy 10 new computers scheduled to be replaced according to IT replacement schedule)
<i>Additional services billed hourly</i>	NA	*Unknown projection of the number of billable hours at \$120.00 per hour for service calls/special requests *Unknown projection of amount of service calls to assist with website requiring a third party provider. Billable between \$125.00 and \$200.00 per hour.
Annual Total	\$105,600.00	Minimum of \$99,234.68 (Plus additional service charges/special requests billed as described above.)

Another significant factor taken into consideration was the security of our Criminal Justice Information (CJI) and the ability to regulate who has access to our technology system. The Police Department must comply with Criminal Justice Information Services (CJIS) policies. One of the CJIS Security policies requires all Police Department vendors who have direct access and responsibility to configure and maintain computer systems and networks with access to CJI, go through a finger-print based records check with our agency. MDL Technology is a local business that has a total of eight technicians who man their helpdesk to provide support. To date, all MDL Technology employees having access to our computer system have completed the CJIS required finger-print based records check.

HSMC Orizon has an office in Lee's Summit, Missouri and their helpdesk of 50 employees is manned out of Iowa and Minnesota. HSMC Orizon verified that all 50 people assigned to the help desk would have remote access to our computer system. After discussing CJIS compliance, HSMC Orizon, agreed to send a team from Iowa and Minnesota to comply with the records check requirement. An explanation of how only those individuals who completed our records check would be the only personnel with access to our network and could also be reached at the help desk was not provided.

Both vendors agreed to maintain pricing for three years from the initial date of contract. The review panel of Police Department personnel collectively recommended MDL Technologies as the IT Managed Service provider.

Alternatives: Not approve the resolution and conduct another RFP immediately.

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:	\$105,600.00
Account Number:	101-32-00-100-53644
Fund:	General
Department:	Police

Additional Reports Attached: MDL Contract, Copy of Proposal from MDL, Letter from MDL confirming pricing inclusive, Copy of Proposal from HSMC- Orizon, emails from HSMC Orizon explaining applicable additional charges that were not listed in their initial proposal, Managed Service RFP

A RESOLUTION AUTHORIZING AND APPROVING AN EXPENDITURE OF FUNDS WITH MDL TECHNOLOGY, LLC FOR INFORMATION TECHNOLOGY-RELATED SERVICES IN AN AMOUNT NOT TO EXCEED \$105,600.00 FOR FISCAL YEAR 2018-2019

WHEREAS, the City of Raytown, Missouri, (the "City") issued its Request for Proposals for information technology-related services on September 12, 2018; and

WHEREAS, the City received two (2) bids in response to its Request for Proposal for information technology-related services; and

WHEREAS, the bid received from MDL Technology, LLC was reviewed and was determined to be reasonable and meet the qualifications specified; and

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

WHEREAS, the Board of Aldermen find it is in the best interest of the City to continue to utilize the services of MDL Technology, LLC to perform information technology-related services for fiscal year 2018-2019 in an amount not to exceed \$105,600.00;

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

THAT the expenditure of funds to continue to utilize MDL Technology, LLC to perform information technology-related services for fiscal year 2018-2019 in an amount not to exceed \$105,600.00 is hereby authorized and approved; and

FURTHER THAT the City Administrator is authorized to execute all agreements or documents necessary to approve the expenditure of funds authorized 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 4th day of December, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

SERVICE PLAN

THIS AGREEMENT, referred to as the “Agreement” and/or “Service Plan, dated this ____ day of _____, 2018, is entered into between MDL Technology, LLC, a Missouri limited liability company, (hereinafter referred to as “Provider”) and Raytown Missouri Police Department (hereinafter referred to as “Customer”).

RECITALS

- (a) Provider desires to enter into an agreement whereby it will provide certain technology support services to Customer;
- (b) Customer is desirous of hiring Provider to supply technology support services to Customer; and
- (c) The parties have determined that it is necessary and desirable to document the terms of the Service Plan.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the terms and conditions set forth in this Agreement.

1. Services to be Provided.

Provider will perform such duties as requested by Customer relating to support of information technology system. Provider will service the Personal Computers and Server of customer. Such services shall include, but not be limited to, maintaining the operational system, servicing and troubleshooting system issues as well as issues with the individual Personal Computers, and performing other services as agreed upon from time-to-time. The services provided will include all onsite and remote services. The actual services provided will be in accordance with the Platinum Plan as set forth in Exhibit A attached. It shall be within the discretion of Provider as to what services Provider is obligated to provide pursuant to this Agreement.

2. Fees.

Customer will pay Provider a monthly fee of \$80 per Personal Computer and \$400 per Server, in accordance with the schedule on Service Schedule attached.

3. Procurement of Necessary Equipment, Hardware and Software.

Customer shall be obligated to pay for any equipment, hardware and software necessary to support Customer’s information technology system. Any additional purchase of equipment, hardware or software shall be made by the Customer or made by the Provider and invoiced directly to the Customer should the Customer and Provider agree to the same.

4. Term.

The term of this Agreement shall be three (3) years commencing on the date of the execution of this Agreement. This Agreement shall renew on the anniversary of the execution of the Agreement for one-year increments unless either party provides notice no sooner than ninety (90) days prior to the expiration of the Agreement and no later than thirty (30) day prior to the expiration of the Agreement. There will be no change in price per Personal Computer or Server in those three (3) years.

5. Proprietary Information.

Customer acknowledges that information will be disclosed to Customer by Provider or to which Customer will otherwise have access that may include confidential, business, trade secret, proprietary and other like information concerning the operation and maintenance of Customer's website performed by Provider. Customer agrees that such proprietary and like information will be the property of Provider and will be protected from disclosure by Customer. Customer agrees it will use the information only as may be necessary in the course of fulfilling its contractual obligations with Provider and will treat such information as strictly confidential, that will not disclose information orally or in writing to any third party without the prior written consent of Provider and it will not otherwise appropriate information to its own use and the use of any other person or entity.

Provider acknowledges that information will be disclosed to it by Customer for which Provider will otherwise have access which may include confidential, business, trade secret, proprietary or other like information concerning Customer or third parties with whom Customer has an obligation of confidentiality. Provider agrees that it will use the information only as may be necessary in the course of fulfilling its obligations to Customer, that it will treat such information as strictly confidential, that it will not disclose information orally or in writing to any third party without the prior written consent of Customer, and that it will not otherwise appropriate information to its own use or to the use of any other person or entity. Without limiting the foregoing, Provider agrees to take at least such precautions to protect the information as it takes to protect Provider's own proprietary and confidential information, but in no event less than a reasonable standard of care. Provider shall establish and maintain safeguards against the destruction, loss or alteration of information in its possession that are no less rigorous than the policies, procedures and requirements Provider maintains for itself.

6. Computer System Access.

Customer hereby grants Provider access to Customer's computer system. Provider agrees that each employee, having access to the system:

- (a) will not allow unauthorized individuals access to Customer's system;
- (b) will keep strictly confidential any information that enables access to the system; and
- (c) will endeavor to protect the integrity of Customer's computer system.

7. Notification of Violations.

In the event Provider discovers or is notified of a breach or potential breach of security relating to any information, the system, this Agreement or any other applicable law or regulation, Provider shall immediately notify Customer of such breach or potential breach.

8. Customer's Indemnification.

Customer agrees that Provider is not responsible for any information provided to Provider pursuant to this Agreement. Customer agrees that Provider is not responsible for any problems or technical malfunction of any telephone, network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or other technical problems that may cause injury or damage to Customer's business. Customer agrees that Provider is not responsible for any lost data, loss of sales or business interruption due to problems with hardware or software used by Customer and serviced by Provider. Customer agrees to indemnify and hold Provider harmless for any action or suit by Customer or third party with regard to any loss or damage, including personal injury or death resulting from the items set forth above for which Provider takes no responsibility. Further, Customer shall hold Provider harmless for any period of time in which Customer's system is down relating to a force of nature, act of God, or other natural disaster. Provider shall make attempts to assist Customer in returning service as soon as practical and reasonable, however Provider will have no liability associated with the instances set forth herein.

9. Independent Contractor.

Provider will act at all times as an Independent Contractor, and nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Provider and Customer, or to make either Provider or Customer partners, joint venturers, principals, agents or employees of the other, or result in a joint service offering to their respective customers. Provider's employees or approved subcontractors assigned to perform the services for Customer are solely the employees or subcontractors of Provider or its third party providers and not the employees of Customer.

10. Warranties.

Provider gives no warranties relating to hardware or software. Any such warranties run from the manufacturer directly to Customer.

11. Scope of Work and Acceptance of Risk.

Provider work will be limited to that defined under this Agreement. Customer hires Provider to render advice from time to time regarding the computer system of Provider. Customer hereby understands that it takes action or fails to take action on the recommendations of Provider at its own peril. Provider does not assume any responsibility to Customer for work recommended by Provider that is not undertaken.

12. Assignment.

Provider shall not assign this Agreement to any party without the prior written consent of Customer. Moreover, Customer shall not assign this Agreement to any party without the prior written consent of Provider.

13. Survival of Options.

Notwithstanding the paragraph preceding, the obligations imposed by this Agreement shall survive termination of the business or contractual relationship between Provider and Customer.

14. Non-Waiver.

No delay or admission by Provider to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by Provider of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by Provider waiving its rights under this Agreement.

15. Amendments.

No amendment to, or change, waiver or discharge of, any provision of this Agreement will be valid unless in writing and signed by an authorized representative of each party.

16. Severability.

If any provision of this Agreement is held by a Court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect and such remaining provisions shall be deemed to be restated to reflect the original intentions of the parties as nearly as possible, in accordance with applicable law.

17. Governing Law.

This Agreement and rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this Agreement by duly authorized representatives as of the day first above written.

MDL TECHNOLOGY, L.L.C.

CUSTOMER

Title:
Date: _____

Title:
Date: _____

Managed Services Agreement

Service Rates

Labor	Rate
Remote PC Management/Help Desk 24x7x365	INCLUDED
Remote Printer Management 24x7x365	INCLUDED
Remote Network Management 24x7x365	INCLUDED
Remote Server Management 24x7x365	INCLUDED
24x7x365 Network Monitoring	INCLUDED
Onsite Labor 8am-5pm M-F	INCLUDED
Onsite Labor All Other Times	INCLUDED

Covered Equipment

Monitored Workstations:.....	60
Monitored Servers:.....	10
Monitored Printers:.....	
Monitored Network Devices:.....	
Total Monthly Cost.....	\$8,800



November 6, 2018

Captain Candice Schwarz
Raytown Missouri Police Department
10000 E. 59th Street
Raytown, MO 64133
Office: 816-737-6105

Candice,

I am writing this letter to confirm for you that the proposal submitted by MDL Technology on October 8th, 2018 in response to the managed services RFP for the Raytown Police Department includes all computer and network support services provided to the police department by MDL Technology. There will not be any additional charges for work performed by MDL Technology beyond the monthly invoice that is based on the amount specified in the RFP submitted by MDL Technology, LLC.

In addition, we will include BitDefender Antivirus in place of Trend Micro Antivirus at no additional charge.

Sincerely,

Mark Dryer
President
MDL Technology, LLC



Copy

10-11-18P02:05 RCVD

A handwritten signature in black ink, appearing to be the initials "AD", is written over the stamp.

Managed Services Proposal for

Raytown Police Department

Presented October 11, 2018

Please find for your review the managed services proposal for the Raytown Police Department prepared by Mark Dryer of MDL Technology, LLC. The proposal is organized in accordance with the RFP posted on the City of Raytown website.

Ongoing Managed Support and Maintenance

MDL Technology has 3 data center locations that we can utilize to provide offsite replication solutions to our customers. Part of our solution to the police department includes housing the spare Revnetix backup device in our data center at 1102 Grand as an offsite replication repository. We will configure the on-site backup device to replicate the backups to the Revnetix backup device at our data center. Increasing the internet bandwidth at the police department may be a requirement to successfully implement this solution

MDL has the ability to restore and power on the servers that will be replicated to our data center in the event of a major extended outage at the police department.

Our MSP platform allows us to monitor server, network, and workstations for critical events and performance issues. Our remote support and management tools provide us with the resources to quickly identify the issues and to quickly resolve the issues remotely from our office. All of the support tickets and helpdesk requests are logged in our Customer tracking and ticketing software. Customers have the option to open tickets via phone calls, emails, and our online customer portal. Assets and important configuration information are also kept in our online system. Patching of Microsoft OS and applications along with many popular third party programs is also handled through our MSP platform. We will manage and maintain your antivirus solution that is in place.



Our service level agreement is outlined in the following table:

- Service Level Agreements

Issue	Priority	Response time
Service Not Available (All users and Functions Down)	1	<30 min
Significant Degradation of Service (Large Number of Users or Critical Functions Affected)	2	<60 min
Limited Degradation of Service (Limited Number of Users Affected)	3	<4 hrs
Small Service Degradation (Business Process Can Continue, One User Affected)	4	<24 hrs

We provide 24X7 support and our phones are answered 24 X 7 by a live person. Our helpdesk is available 8 a.m. to 5 p.m. Monday through Friday. Part of the service offerings contained in this proposal is one-hour response time for emergency on-site repairs. All of our technicians have completed a criminal background check.

Vendor Qualifications and References

MDL Technology, LLC. was established in 2003 and is located at 1102 Grand Blvd, Suite 1100, Kansas City, MO 64106. MDL currently employees 11 people. MDL Technology is a managed service provider and cloud hosting solutions provider that services customers in the Greater Kansas City Metropolitan Area. We service small and medium sized businesses in most industries.

We have partnerships with the hardware vendors Dell, SonicWALL, Cisco, HP, Fortinet, Lenovo, and Meraki to name a few. We have partnerships with the software vendors Microsoft, Symantec, Veritas, Trend Micro, and Solar Winds to name a few.

Our marketing efforts consist of internet advertising through Google AdWords, LinkedIn, Facebook, press releases, and newsletters with the intent to drive traffic to our website. We have also recently hired a sales director whose focus is on strategically increasing market share by focusing on technological challenges within specific vertical markets.



MDL Technology, LLC currently has approximately 70 managed services clients. The following is a list of clients with similar needs using the same services:

- The City of Pleasant Valley, MO including City Hall, Public Works, Fire Department, Police Department, and the Court System. MDL Technology provides 24X7 support to all city departments as well as managed services with proactive monitoring of their critical network servers and devices. They have 9 servers and 30 workstations
 - Contact Georgia Fox 816-781-3996
- KCI Auto Auction. MDL provides managed services with proactive monitoring of their critical network servers and devices. We have scheduled on-site visits 3 days a week to work on various projects and issues. They have 13 servers and 87 workstations
 - Contact Steve Goettling 816-502-3318
- Reilly Companies is an insurance and real estate company located in Leavenworth, KS. MDL provides managed services with proactive monitoring of their critical network servers and devices. They have 2 servers and 55 workstations.
 - Contact Shawn Morrissey 913-682-1234

Qualification Table

Business Information	Extended Question	Proposer's Answer
How long as SMB MSP		10 years
Number of clients		120
Median client size		30
Largest client		550 employees
Smallest client		1 employee
Number of managed workstations		763
Number of managed servers		178
Financial stability		Excellent



Employee turnover last 3 years		1 employee has left our company in last three years
Support Staff		
Account manager	Will we have a dedicated account manager?	Yes
Number of technicians		8
Number of helpdesk staff		8
24X7 support	Can you provide 24X7 support?	Yes
Ticketing software	Can you provide ticketing software for trouble requests?	Yes
System Administration		
Cisco switches/ Sonicwall Firewall,/Ubiquiti Access Points	Can you configure different network devices?	Yes
Windows Server configuration	Will you configure Windows servers?	Yes
File share permissions	Will you add/change/delete file share permissions?	Yes
Exchange Server configuration	Will you configure Exchange servers?	Yes
SQL Server configuration	Will you configure SQL servers?	Yes
iSCSI SAN	Will you maintain iSCSI connectivity	Yes



	on equipment as needed?	
Account add/remove/modify	Will you add/delete/modify accounts as needed?	Yes
VPN configuration	Will you configure VPN tunnels/accounts as needed?	Yes
Printer configuration	Will you configure network printers as needed?	Yes
Patch management	Do you handle all patch management?	Yes
Backup management	Will you manage all server/workstation/device backups?	Yes
File share restores	Will you restore files when needed?	Yes
Exchange mailbox restores	Will you restore all or part of user mailboxes?	Yes
Spam filter administration	Will you administer Spam Firewall/Filter?	Yes
IIS Administration	Will you administer/add/ modify web sites as needed?	Yes
IOS and Android support	Will you support IOS and Android devices?	Yes
Terminal Server	Will you support/administer Windows 2008, 2012 & 2016 Terminal Servers?	Yes
Vmware	Can you support/maintain/add virtual servers in a virtual environment?	Yes
Depth and Breadth		
MySQL	Management of vBulletin	Yes



Sonicwall Expertise	Indicate number of staff with certification and expertise in this area.	5
Windows 7	Indicate number of staff with certification and expertise in this area.	8
Windows 2008 R2 Server	Indicate number of staff with certification and expertise in this area.	6
Windows 2012 Server	Indicate number of staff with certification and expertise in this area.	6
Windows 2016 Server	Indicate number of staff with certification and expertise in this area.	6
SQL Server 2005	Indicate number of staff with certification and expertise in this area.	6
SQL Server 2008 R2	Indicate number of staff with certification and expertise in this area.	6
Exchange Server 2010	Indicate number of staff with certification and expertise in this area.	6
# MCP/MCSE		2
Vmware Expertise	Indicate number of staff with certification and expertise in this area.	3
Security, Disaster Recovery, and Monitoring		
Disaster recovery testing	Do you maintain documented disaster recovery procedures for your customer's critical equipment? Do you test? How often?	Yes, we maintain documented disaster recovery procedures. We test quarterly



Access logging	Do you log local and remote access attempts?	Yes
Server monitoring	Do you monitor server for availability, performance, and predictive failures? Using what tools?	Yes, using our MSP platform
Desktop/laptop monitoring	Do you monitor desktops/laptops for performance and predictive failures?	Yes
Intrusion Detection	Do you monitor customer's network for intrusions? Using what tools?	Yes, SonicWALL
Internet connection monitoring	Do you monitor Internet connectivity?	Yes
Server backups	Do you backup servers to allow for "bare metal" restores?	Yes
Software tools	What do you use for these functions?	
Help desk support		Nable MSP N-Central
Imaging product		Vecam
Antivirus product		BitDefender, Trend Micro, and Symantec
Spam filtering product		Microsoft EOP, Barracuda Spam Firewalls
Monitoring products		Nable MSP N-Central
Patching product		Nable MSP N-Central
Remote assistance product		Nable MSP N-Central



Resources	What resources of your own do you support for your customers?	
Data center		Yes
Hosted Windows server		Yes
Hosted Exchange		Yes
Hosted offsite backup and replication		Yes
Hosted Desktop/application virtualization		Yes
Data centers	Do you maintain data centers with customer equipment in them?	Yes
NOC services	Do you provide "Network Operation Center" services?	Yes

Internet connection	What is your Internet connection?	Redundant Internet Connections with Cogent and Hurricane Electric
Network/systems availability	What is the availability of your critical systems, such as redundant power networks, multiple Internet connections, etc.?	We have redundant power and redundant internet connections
Help Desk Information		
Help Desk First Call resolution %		90%



Ticketing system	What are the options for opening trouble tickets?	Online portal, phone call, email
24X7	When is the window your helpdesk is staffed? How does it work outside that window?	Our helpdesk is staffed am to 5 pm. Our phones are answered 24x7x365. On call technicians are paged / called / emailed regarding after hours support
Average time to contact	How long does a user wait before a response?	Less than 1 hour
Monthly reports	Can you provide monthly reports of activities/analysis?	Yes
Scope Questions		
Computer deployment	Do you provide deployment of standard services?	Yes
Full ownership of IT	Do you take full ownership of the IT technical side?	Yes
Loaner equipment	Do you provide loaner equipment during downtime?	Yes

Strategic Planning		
Monthly\Quarterly strategy meetings	Plan for future growth/upgrades. Strategize to improve end user experience.	Yes
Newsletter	Information to users of changes coming and ways to improve skills.	Yes
Strategy feedback	Use input from customers to	Yes



	improve services?	
Satisfaction surveys	How are you doing in your customer's eyes?	Yes



Budget and Estimated Pricing - Non Capital Expenditures

<p>Managed Services Platinum Plan for Workstations</p> <ul style="list-style-type: none"> • Unlimited Remote Helpdesk support 8-5 M-F • Unlimited On-Site Support • Patch management of Microsoft operating systems and applications, Firefox, Chrome, Java, Adobe Products • Antivirus management with real-time weekly scheduled system scans • Vendor management • Asset tracking and inventory • After-hours support • One-hour response time for emergency repairs • Customer service tracking and reporting • Online access to ticketing portal • Emergency response to major system outages and failures • Monthly system health reports • Monitoring of critical system components • Strategic planning <p>60 Client Devices @ \$80 per device</p>	<p>\$4,800 per month</p>
<p>Managed Services Platinum Plan for Servers</p> <ul style="list-style-type: none"> • Unlimited remote server support • Unlimited On-Site Support • Patch management of Microsoft operating systems and applications, Firefox, Chrome, Java, Adobe Products • Antivirus management with real-time and weekly scheduled system scans • Vendor management • Asset tracking and inventory • After-hours support • One-hour response time for emergency repairs • 24 X 7 monitoring for critical system and hardware failures • Emergency response to major system outages and failures • Monthly system health reports • Strategic planning • Data backup management with offsite replication <p>10 Servers @ \$400 per device</p>	<p>\$4,000 per month</p>
<p>Total Monthly Managed Services Cost for three years</p>	<p>\$8,800 per month</p>



Vendor Certification

This certification attests to the vendor's awareness and agreement to the content of this RFP and all accompanying calendar schedules and provisions contained herein.

The vendor must ensure that the following certificate(s) are duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Request for Proposal for Managed Services issued by Raytown Police Department. The undersigned is a duly authorized officer, hereby certifies that:

MDL Technology, LLC

(Vendor Name)

Agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the referenced Request for Proposal (RFPP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of 365 calendar days as of the Due Date of the RFP.

The undersigned further certify that their firm (check one)

- IS
 IS NOT

Currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agree to notify Raytown Police Department of any change in this status, should one occur, until such times as an award has been made under this procurement action.

Person[s] authorized to negotiate on behalf of this firm for purposes of this RFP are:

Name: MARK DRYER Title: President

Signature: [Signature] Date: 10/9/18

Name: _____ Title: _____

Signature: _____ Date: _____



Signature of Authorized Officer:

Name:

MARK DRYER

Title:

President

Signature:

Mark Dryer

Date:

10/9/18

The Consultant shall comply with the requirements of Section 285.530 RSMo, which prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. The Consultant hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. In connection therewith, Consultant covenants that it is not knowingly in violation of Section 285.530 RSMo; that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project; and that its employees are lawfully eligible to work in the United States. Before commencing work on the Project, the Consultant shall provide an Affidavit of Work Authorization in the form set forth on page 18 and adequate documentation of participation in a federal work authorization program (such as E-Verify).



AFFIDAVIT OF WORK AUTHORIZATION

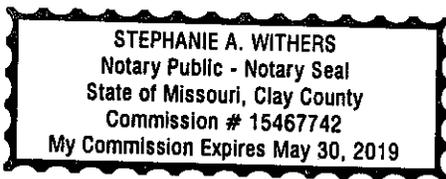
Comes now Mark Dryer (name of person signing affidavit) as President (title of person signing affidavit) first being duly sworn, on my oath, affirm MDL Technology, LLC. (company name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to Raytown Police Department Managed Services (project name) for the duration of the contract, if awarded in accordance with RSMo Section 285.530(2). I also affirm that MDL Technology, LLC, (company name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Raytown Police Department Managed Services (project name) for the duration of the contract, if awarded.

Attached hereto is documentation affirming enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

In affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMO).

Mark Dryer
Signature
Printed Name: Mark Dryer
Title: President
Company: MDL Technology, LLC
Date: 10/9/18

Subscribed and sworn to before me this 9th day of October, 2018. I am commissioned as a notary public within the County of Clay, State of Missouri, and my commission expires on May 30, 2019.



Stephanie A. Withers
Signature of Notary
Date: 10/09/2018

Candice Schwarz

From: Reid Graham <rgraham@hsmctech.com>
Sent: Friday, November 02, 2018 3:13 PM
To: Candice Schwarz
Subject: Follow up from HSMC Orizon Technology
Attachments: BWS Rate Card_2018.pdf; Raytown PD 36TB Datto with Managed Services and Finance Terms_v2_110218.pdf

Captain Schwarz,

Thank you for the opportunity to provide the Raytown Police Department ("RPD") Managed Services and appreciate your time and support at our meeting. I have collated the list of requirements, questions and issues that we discussed at our last meeting and have provided the required information and answers below. Please review the following:

1. Additional RPD Managed Services user only (no workstation): \$36.00/user per month
2. Additional RPD Managed Services user with workstation/laptop: \$71.00/user per month
3. Additional RPD Managed Services server: Virtual Machine (VM) Server: \$100.00/server per month, Physical Server: \$250.00/server per month
4. Add / Upgrades
 - PC (Workstation or laptop): \$300.00/Workstation One-Time Fee
 - Server:
 - Simple VM Server included in Managed Services solution
 - Advanced VM Server, Physical Server and Virtual Host Server: requires a Statement of Work (SOW) that includes deliverables and Level of Effort (LOE) with pricing @ \$160.00/hour
 - Network:
 - Switch, Wireless Access Point (WAP), Camera Issue included in Managed Services solution
 - Firewall: \$600.00 minimum and up depending upon configuration and services; requires a Statement of Work (SOW) that includes deliverables and Level of Effort (LOE) with pricing @ \$160.00/hour
 - Special Request: eDiscovery, Sunshine Law, systemic camera and RMS Global issues, etc. requests billed at \$120.00/hour and billed on 15-minute increments
5. Option: 36TB Datto Backup/Disaster Recovery (BDR) Appliance and Services quote: please see attached and includes on-site VM Servers for Production environment, Automated Off-Site DR Servers and Quarterly DR Testing Services; Hardware quote includes purchase price, 12-, 36- and 60- month lease fees with Managed Services
6. Built Well Studio, Jayme Thomason Web Site Services: Please see attached Rate Card and Third Party Web Services Provider, managed by HSMC Orizon Technology, a BerganKDV company, will provide on-demand web site support, administration, additions and modifications services that requires 2-hour minimum that includes up to 8 – 15 minute support calls. Note: Current Wix web site should be considered for replacement due to security concerns
7. Niche RMS System: requires due diligence and HSMC Orizon Technology, a BerganKDV company, willing to discuss platform with KCMO PD, Springfield, MO PD (has implemented) and Niche RMS network and engineers to discuss network and remote access options for RPD to replace current Global (Harris) RMS and utilize through KCMO PD; if selected and approved, requires a Statement of Work (SOW) that includes deliverables and Level of Effort (LOE) with pricing @ \$160.00/hour

Please contact me with any questions or issues and I look forward to next steps. Have a great weekend.

Thanks,

Reid Graham
Market Sales Leader

HSMC Orizon Technology, a BerganKDV company

3550 NE Ralph Powell Road

Lee's Summit, MO 64064

816.875.1429

816.875.1421 / tech support

913.526.5210 / cell

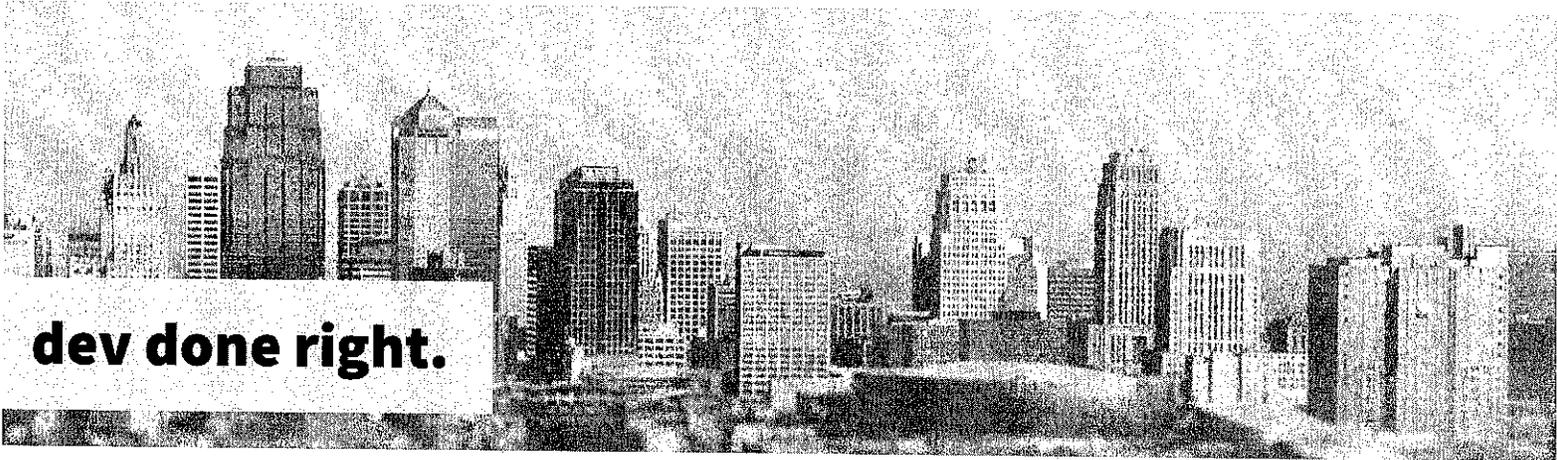
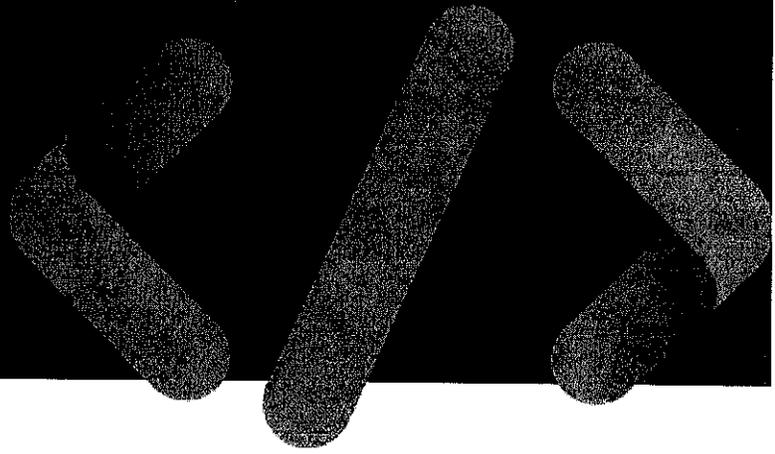
rgraham@hsmctech.com

www.hsmctech.com



Built Well

STUDIO

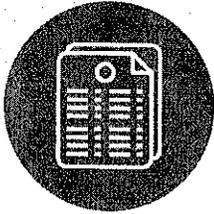


dev done right.



Built Well Studio handles upkeep and maintenance for a variety of technologies. From fixing front-end code errors, to enhancing back-end functionality - we can handle your requests! The following are our rates for supporting your existing website or application. New project build estimates are customized to your needs and available upon request. Turn around times range between 24 to 72 hours for most requests.

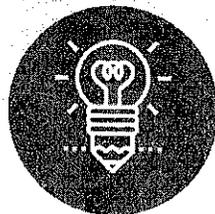
we make technology maintenance easy.



cms

- text changes in CMS site like Wordpress, Squarespace, Wix, etc.

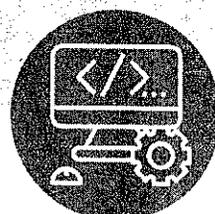
\$125/hr



design

- logos
- graphics
- print pieces
- presentation decks

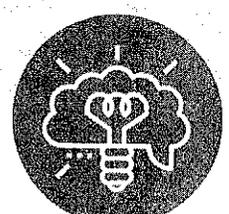
\$130/hr



code

- functionality changes
- server and uptime issues
- bugs
- widget creations/additions

\$145/hr



consulting

- solution
- solution design
- market potential
- competitive strategy

\$200/hr

2-hour minimum per request - billed to actuals in 15-minute increments

book us now.

for request estimate and timeline, contact:



Hannah Kelm

Product Execution Manager

hannah@builtwellstudio.com

We have prepared a quote for you

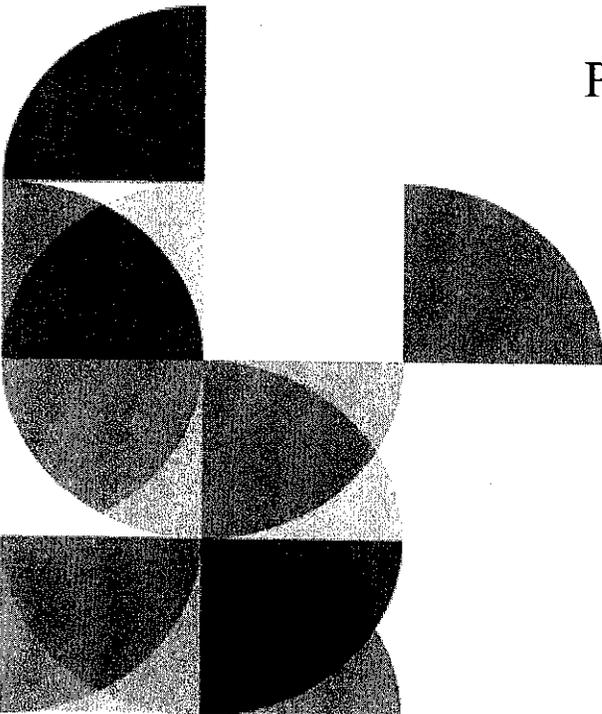
bBDR

Quote # 058210
Version 3

Prepared for:

City of Raytown - City Hall

Teresa Henry
email@email.com



100 E Park Ave Ste 200
Waterloo, IA 50703
www.BerganKDV.com
888-356-2295



Friday, November 02, 2018

City of Raytown - City Hall
Teresa Henry
10000 E. 59th Street
Raytown, MO 64133
email@email.com

Dear Teresa ,

Matt Hatting
Technology Sales Manager
Cedar Valley

bBDR Hardware

Description	Price	Qty	Ext. Price
BKDV BDR Appliance 36TB BDR Appliance Rack Mount Instant On-Site and Off-Site Virtualization Requires 3 Year Service Contract	\$14,350.00	1	\$14,350.00

Subtotal: **\$14,350.00**

bBDR Service

Description	Recurring	Qty	Ext. Recurring
BKDV BDR Service Monthly BDR Service Unlimited System Licenses 1 Year Cloud Retention. No data overage charges. Cloud retention schedule: - Intra-dailies to dailies after 7 days. - Dailies to weeklies after 2 weeks. - Weeklies to monthlies after 6 weeks. Includes 30 days of Off-Site Virtualization per year, after which a \$100 fee per hour will apply.	\$2,245.00	1	\$2,245.00

Recurring Subtotal: **\$2,245.00**

bBDR

Prepared by:

Cedar Valley
 Matt Hatting
 (319) 433-3738
 matt.hatting@bergankdv.com

Prepared for:

City of Raytown - City Hall
 10000 E. 59th Street
 Raytown, MO 64133
 Teresa Henry
 email@email.com
 (816) 737-6000

Quote Information:

Quote #: 058210
 Version: 3
 Delivery Date: 11/02/2018
 Expiration Date: 11/07/2018

Quote Summary

Description	Amount
bBDR Hardware	\$14,350.00

Please DO NOT pay from quote. An invoice will be generated after authorization. **Total: \$14,350.00**

Recurring Expenses Summary

Description	Amount
bBDR Service	\$2,245.00

Recurring Total: \$2,245.00

Payment Options

Description	Periods	Payments	Amount
Lease Option			
12 Months, \$1 Lease, 1 Advance Payments	Monthly	12	\$3,560.00
36 Months, \$1 Lease, 1 Advance Payments	Monthly	36	\$2,723.14
60 Months, \$1 Lease, 1 Advance Payments	Monthly	60	\$2,558.64

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature _____

Date _____

Terms and Approval

By signing and returning this Quotation, I authorize BerganKDV to order the above products. I also agree, upon delivery of the above products, to pay BerganKDV any and all amounts due. Unless explicitly specified in the above quotation details, labor hours required to deliver, install, configure, and/or support the above products is not included in the quoted price. In some cases, an amount will be due prior to ordering. Additional shipping charges may apply. Prices are subject to change without notice.

WARRANTIES AND DISCLAIMERS

A) Limitation of liability. BerganKDV shall not be liable to client under any circumstances for client's loss of the use of its network or related systems. In no event shall vendor be liable to customer for any indirect, special or consequential damages or loss profits arising out of or related to this agreement or the performance of services hereunder or any breach thereof even if vendor has been advised of the possibility thereof. Vendor's liability to customer hereunder, if any, shall in no event exceed the total amount paid to the vendor hereunder. In no event shall vendor be liable to customer for any damages resulting from or relate to any failure or delay of vendor in the performance of services hereunder.

B) Negation of Warranty. Vendor does not warrant the services performed hereunder or the accuracy or correctness of the results of the services, and there are no warranties, express or implied, including, but limited to warranties of the merchantability or fitness for any particular purpose.

INDEMNIFICATION

City of Raytown - City Hall hereby agrees to indemnify and defend at its sole expense: BerganKDV, its employees, agents, representatives, directors and shareholders, from and against any and all claims arising out of or based upon City of Raytown - City Hall use of all services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement. In addition, City of Raytown - City Hall agrees to pay any judgment and costs associated with such claim.

RETURNS

Eligible returns must be made with 15 days in the original packaging in like new condition. There may be shipping costs as well as 20% restocking fee on items that can be returned. BerganKDV reserves the right to deny any returns or exchanges. Check with your account manager for details.

Candice Schwarz

From: Reid Graham <rgraham@hsmctech.com>
Sent: Monday, November 05, 2018 8:36 AM
To: Candice Schwarz
Subject: Follow up from HSMC Orizon Technology

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Good morning, Captain Schwarz,

HSMC Orizon Technology, a BerganKDV company, will provide select engineers and technicians from the Managed Services team located in the Iowa and Minnesota markets to be fingerprinted and processed at the Raytown Police Department as part of the Raytown Police Department Managed Services solution.

I believe this is the last issue that we discussed and please contact me with any questions or issues. I look forward to next steps.

Sincerely,

Reid Graham
Market Sales Leader

HSMC Orizon Technology, a BerganKDV company

3550 NE Ralph Powell Road
Lee's Summit, MO 64064
816.875.1429
816.875.1421 / tech support
913.526.5210 / cell
rgraham@hsmctech.com
www.hsmctech.com





Managed Services Request for Proposal

for

Raytown Police Department

Request for Proposal for Managed Services Response from

HSMC Orizon Technology

Issued September 11th, 2018

The City of Raytown will accept separate sealed bids from qualified persons or firms interested in providing the following:

MANAGED SERVICES IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS

BIDS MUST BE RECEIVED BY AND WILL BE OPENED:

2:00 P.M., October 11th, 2018

CITY HALL CONFERENCE ROOM

10-11-18P02:05 RCVD
TH

**PLEASE MARK YOUR ENVELOPE "MANAGED SERVICES SEALED BID" AND
RETURN IT TO:**

City of Raytown, City Hall
Attention: City Clerk, Teresa Henry
10000 E. 59th Street
Raytown, Mo 64133

COPY – 1 OF 1



Table of Contents

2	EXISTING TECHNOLOGY ENVIRONMENT.....	3
4	ONGOING MAINTENANCE & SUPPORT.....	5
5	VENDOR QUALIFICATIONS AND REFERENCES.....	7
6	BUDGET & ESTIMATED PRICING.....	18
7	VENDOR CERTIFICATION.....	20

2 Existing Technology Environment

The following is a listing of our current technology environment.

Client Devices

Device	CPU	RAM	OS
Desktops (39)	i5/i7	8 GB Minimum	Win 7 / 10
Laptops (4)	i3/i5	4 GB Minimum	Win 7 / 10
Mobile Data Terminals (17)	i5/i7	4 GB Minimum	Win 7 / 10

Storage

Device	Connectivity	Storage
Dell NAS	iSCSI	12 TB
Dell NAS	iSCSI	16 TB
QNAP NAS	SMB	60 TB
QNAP NAS	SMB	60 TB

Physical Servers

Device	Hardware	CPU	RAM	Storage
vmWare Host	Poweredge r620	2x Xeon E5-2697 v2	48 GB	85 GB

vmWare Host	Poweredge r740	2X Xeon Silver 4114	96 GB	300 GB
vmWare Host	Poweredge r730	2X Xeon E5-2630 v4	96 GB	3 TB

Virtual Servers

Server Function	OS	Storage Used
File Server	Server 2008 R2	17 TB
Records/CAD Server Primary	Server 2008 R2	1 TB
Records/CAD Server Secondary	Server 2008 R2	1 TB
Intranet Web Server	Server 2016	200 GB
Application Server	Server 2012	200 GB
Exchange Server	Server 2008 R2	400 GB
Terminal Server	Server 2012	150 GB
Mobile CAD Server	Server 2016	200 GB
Domain Controller	Server 2016	80 GB
Domain Controller	Server 2016	80 GB
wmWare vCenter Server	Server 2012	120 GB
Function	Hardware	Storage

Backup NAS	Infrascale ES-2700	16 TB
Spam Appliance	Barracuda Email Security Gateway	
Email Archive Appliance	Barracuda Message Archiver	
Firewall	SonicWall NSA 3600	

Answer: HSMC HSMC Orizon Technology (“HSMC”) will provide to Raytown Police Department (“RPD”) ongoing Managed Support and Maintenance for the above hardware and software included in the RPD Information Technology environment.

4 Scope of Work, Specifications & Requirements

Ongoing Managed Support and Maintenance

The ongoing Managed Support and Maintenance recommendation must include, but are not limited to the following requirements.

1. Data backup management with offsite replication

Answer: HSMC Orizon Technology (“HSMC”) will provide to Raytown Police Department (“RPD”) current Infrascale ES-2700 platform with off-site replication included in the base services that are included in the Managed Services bid. Also, HSMC will provide current Dell and QNAP NAS archive data management services that are included in the Managed Services bid.

HSMC has included a separate quote and option for production backup services with a 10TB Datto BDR Managed Backup appliance, Off-Site Replication and Disaster Recovery (DR) services and has added a line item if the current Infrascale ES-2700 platform does not meet with the RPD expectations.

2. Disaster Recovery capabilities

Answer: HSMC will provide RPD Disaster Recovery (DR) services if the current Infrascale ES-2700 platform includes automated and at least annual DR testing.

If not, HSMC has provided a separate quote and option for production backup services with a 10TB Datto BDR Managed Backup appliance, Off-Site Replication and Disaster Recovery (DR) services. DR services and testing are available for annual, bi-annual or quarterly DR testing services that are provided in the separate quote.

3. Server, network and workstation monitoring

Answer: HSMC will provide RPD 24x7x365 Help Desk and Support for server, network and workstation monitoring. HSMC will provide Connectwise MSP software and Automate Remote Monitoring and Management (RMM) platform. Connectwise Automate will provide real-time, proactive and automated processes to ensure optimized uptime, reduce downtime and prioritize security and service tickets.

4. Remote management and support tools

Answer: HSMC will provide RPD 24x7x365 Help Desk and Support for server, network and workstation and users remote management and remediation support tools. HSMC will provide Connectwise MSP software and Control Remote Monitoring and Management (RMM) platform. Connectwise Control will provide real-time, proactive remediation of services' issues, instant connectivity with and without users' involvement and ensure secure access with encryption and dual factor authorization to ensure optimized uptime, reduce downtime and prioritize security and service tickets.

5. Customer service tracking and reporting

Answer: HSMC will provide RPD 24x7x365 Help Desk and Support for customer service tracking and reporting. HSMC will provide Connectwise MSP software and Automate and Control Remote Monitoring and Management (RMM) platform. Connectwise Automate and Control will provide real-time, proactive and historical incident management, service tracking and reporting that includes customer service and customized reporting. In addition, HSMC will provide customer service satisfaction surveys and quarterly customer satisfaction meetings.

6. Asset tracking and inventory

Answer: HSMC will provide RPD Connectwise MSP software and Automate and Control Remote Monitoring and Management (RMM) platform that includes real-time and historical asset tracking and inventory.

7. Anti-Virus management



Answer: HSMC will provide RPD servers and workstations anti-virus management platform, Webroot SecureAnywhere Endpoint Anti-Virus that integrates with Connectwise RMM platform.

8. Hardware and Software patch management

Answer: HSMC will provide RPD hardware and software patch management with Connectwise MSP and RMM platform. Patch management will include zero day and planned outages patching schedules.

9. Service level agreements (SLA's)

Answer: HSMC will provide RPD Service Level Agreements (SLA's) for Managed Services.

10. Provide 24X7 support

Answer: HSMC will provide RPD 24x7x365 Help Desk and Support Managed Services.

11. Provide 8-5 M-F live helpdesk support

Answer: HSMC will provide RPD 8x5 Monday – Friday Live Help Desk and Support Managed Services.

12. Provide ticketing software

Answer: HSMC will provide RPD Connectwise MSP ticketing and incident management software platform with Managed Services.

13. One-hour response time for emergency on-site repairs

Answer: HSMC will provide RPD one-hour response time for emergency on-site repairs with Managed Services.

14. All network technicians must complete a criminal background check.

Answer: HSMC will provide RPD Managed Services and ensure that all network technicians complete a criminal background check.

5 Vendor Qualifications and References

All vendors must provide the following information in order for their proposal to be considered:



1. A brief outline of the vendor company and services offered, including:

- Full legal name of the company.

Answer: HSMC Orizon Technology, a BerganKDV company.

- Year business was established

Answer: HSMC Orizon Technology was established in 1990.

- Number of people currently employed.

Answer: HSMC employs 45 employees locally and in Omaha, NE and 350 employees in the Minnesota and Iowa regions under the BerganKDV helm.

- Physical location of local business facility.

**Answer: HSMC Orizon Technology
3550 NE Ralph Powell Road
Lee's Summit, Missouri 64064**

2. General extent of services performed by Proposer.

Answer: HSMC provides the following services for the Government sector and are proud members of the Governmental Audit Quality Center for of American Institutes of Certified Public Accountants:

- **Managed Services that includes monthly server, network, workstation and user monitoring, management and remediation services**
- **Data Center Services that includes Backup and DR Services, Virtual and Physical Hosting Services**
- **MS O365, NetSuite ERP and CRM and K-Pay HR, Payroll and Timekeeping Services**
- **IT Hardware and Software and Projects Services**
- **Fraud and Forensic, Cybersecurity and FISASCORE Information Security Assessment Services**
- **Tax, Audit and Accounting Services**
- **Planning and Consulting Services**

3. A description of their geographic reach and market penetration.

Answer: HSMC , a BerganKDV ("BKDV") company, employs 400 + Professional Services personnel and provides the above services in the following market and has a entire team dedicated to the Government sector:

HSMC – Kansas City

HSMC - Omaha



HSMC · ORIZON

TECHNOLOGY

3550 NE Ralph Powell Road
Lee's Summit, MO 64064

16924 Francis Street, Suite 210
Omaha, NE 68130

BKDV – Cedar Rapids
2720 First Ave NE, Suite 300
Cedar Rapids, IA 52402

BKDV - Coralville
2451 Oakdale Blvd, Suite 204
Coralville, IA 52241

BKDV – Des Moines
9207 Northpark Drive
Johnston, IA 50131

BKDV – Farmington
22488 Chippendale Avenue West
Farmington, MN 55024

BKDV – Minneapolis
3800 American Blvd West, Suite 1000
Minneapolis, MN 55431

BKDV – St. Cloud
220 Park Avenue South
St. Cloud, MN 56301

BKDV – Waterloo
100 E. Park Avenue, Suite 300
Waterloo, IA 50703

4. An outline of their partnerships and relationships to date.

Answer: HSMC, a BKDV company, has an extensive network of partnerships and relationships that provides RPD by extension with other governmental and public safety data and information including:

- Cisco, SonicWall, Dell/EMC, Connectwise, Microsoft, Data Center Uptime Institute and other hardware, software and services data and information
- Cybersecurity, fraud and forensic and Information Security bulletins, white papers and information
- Membership: Governmental Audit Quality Center for of American Institutes of Certified Public Accountants

5. An outline of their current and future strategies in the marketplace.

Answer: HSMC, a BKDV company, has the following outline for their current and future strategies in the Kansas City region marketplace:

- Small and Mid-size business and government entities services at 50% growth to 100 employees in five years including Technology and Government services in addition to traditional CPA services
- Companywide implementation of Entrepreneurial Operating System (EOS) organization that empower people to meet, solve problems, plan, prioritize, follow processes, communicate, measure structure, clarify roles, lead and manage



- Continue to join organizations and groups that enhance the education of company personnel and customers

6. Information on current managed service clients, including:
- Total number of current clients.

Answer: HSMC, a BKDV company, currently services over 500 Managed Services clients in all markets, 100 + in the Kansas City region

- A list of clients with similar needs using the same services.

Answer: HSMC, a BKDV company, provides like services to the following:

- Carroll County Memorial Hospital, Carrollton, MO
- Cass County Memorial Hospital, Harrisonville, MO
- Coffelt Land Title, Harrisonville/Kansas City, MO
- Frontier Federal Credit Union, Leavenworth, KS
- City of Minneapolis Parking Authority, Minneapolis, MN
- City of Waverly, Waverly, IA
- City of Olwein, Olwein, IA
- Goodwill of the Heartland, Iowa City, IA
- United Contractors, Grimes, IA
- Lee's Summit Chamber of Commerce
- Lee's Summit Economic Development Cener

7. References: Contact information for 3 references (if possible) from projects similar in size, application, and scope and a brief description of their implementation.

Answer: HSMC has similar projects like the Raytown Police Department with the above City entities and who require CJIS compliance that is similar to HIPAA/HITECH, PCI and FFIEC compliance and layered IT security tools and IT audit services included in the following reference accounts:

- **Carroll County Memorial Hospital**
1502 N Jefferson
Carrollton, MO 64633
Contact: Bill Bollinger, CIO
Direct: (660) 542-1695 Ext. 3010
billb@ccmhospital.org
200+ Turnkey Managed Services that includes Server, Network, Workstation and User and Datto Backup and DR Services with O365 and Hosted Virtual Hosting, Webroot AV and Application Support
- **Coffelt Land Title**



401 S Lexington
Harrisonville, MO 64701
Contact: John Bastion, EVP, Operations
Direct: (816) 581-2230
jbastion@coffeltlandtitle.com
100+ Turnkey Managed Services that includes Server, Network, Workstation and User and Datto Backup and DR Services with O365 and Hosted Virtual Hosting, Webroot AV and Application Support

- City and Police Department of Waverly**
200 1st Street NE
Waverly, IA 50677
Jenifer Mein, CFO
Direct: (319) 596-0173
jenifer@ci.waverly.ia.us
50 + Turnkey Managed Services that includes Server, Network, Workstation and User and Backup and DR Services with Webroot AV and Application Support

Qualification Table

Business Information	Extended Question	Proposer's Answer
How long as SMB MSP		20 + years in KC region
Number of clients		400 + firm wide and 25 in KC region
Median client size		75 client operation
Largest client		800 client operation
Smallest client		10 client operation
Number of managed workstations		5000 + managed workstations
Number of managed servers		2000 + managed servers
Financial stability		Corporate financial rate of A; \$60M annual revenue
Employee turnover last 3 years		6%-8% companywide

Support Staff		
Account manager	Will we have a dedicated account manager?	Yes
Number of technicians		50 + and dedicated Kansas City team
Number of helpdesk staff		50 + and dedicated Kansas City team
24X7 support	Can you provide 24X7 support?	Yes
Ticketing software	Can you provide ticketing software for trouble requests?	Yes, Connectwise ticketing software provided
System Administration		
Cisco switches/ Sonicwall Firewall,/Ubiquiti Access Points	Can you configure different network devices?	Yes, SMB requires diverse knowledge of network devices
Windows Server configuration	Will you configure Windows servers?	Yes
File share permissions	Will you add/change/delete file share permissions?	Yes
Exchange Server configuration	Will you configure Exchange servers?	Yes
SQL Server configuration	Will you configure SQL servers?	Yes
iSCSI SAN	Will you maintain iSCSI connectivity on equipment as needed?	Yes
Account add/remove/modify	Will you add/delete/modify accounts as needed?	Yes
VPN configuration	Will you configure VPN tunnels/accounts as needed?	Yes
Printer configuration		Yes

	Will you configure network printers as needed?	
Patch management	Do you handle all patch management?	Yes
Backup management	Will you manage all server/workstation/device backups?	Yes
File share restores	Will you restore files when needed?	Yes
Exchange mailbox restores	Will you restore all or part of user mailboxes?	Yes
Spam filter administration	Will you administer Spam Firewall/Filter?	Yes
IIS Administration	Will you administer/add/ modify web sites as needed?	Yes, but through a web site partner that will require additional investment
IOS and Android support	Will you support IOS and Android devices?	Yes
Terminal Server	Will you support/administer Windows 2008, 2012 & 2016 Terminal Servers?	Yes
Vmware	Can you support/maintain/add virtual servers in a virtual environment?	Yes
Depth and Breadth		
MySQL	Management of vBulletin	Yes
Sonicwall Expertise	Indicate number of staff with certification and expertise in this area.	12 Advanced Network Engineers including 2 local
Windows 7	Indicate number of staff with certification and expertise in this area.	40 + Windows 7 engineers including 3 local
Windows 2008 R2 Server	Indicate number of staff with certification and expertise in this area.	25 + Windows 2008 R2 Server engineers including 3 local

Windows 2012 Server	Indicate number of staff with certification and expertise in this area.	25 + Windows 2008 R2 Server engineers including 3 local
Windows 2016 Server	Indicate number of staff with certification and expertise in this area.	25 + Windows 2008 R2 Server engineers including 3 local
SQL Server 2005	Indicate number of staff with certification and expertise in this area.	10 + SQL Server 2005 engineers including 2 local
SQL Server 2008 R2	Indicate number of staff with certification and expertise in this area.	10 + SQL Server 2005 engineers including 2 local
Exchange Server 2010	Indicate number of staff with certification and expertise in this area.	10 + Exchange Server 2010 engineers including 2 local
# MCP/MCSE		
Vmware Expertise	Indicate number of staff with certification and expertise in this area.	25 + VMWare engineers including 3 local 25
Security, Disaster Recovery, and Monitoring		
Disaster recovery testing	Do you maintain documented disaster recovery procedures for your customer's critical equipment? Do you test? How often?	Yes, DR documentation is maintained and can include up to 4 quarterly DR tests with Datto services.
Access logging	Do you log local and remote access attempts?	Yes, Connectwise Automate/Control RMM tool provide access logging
Server monitoring	Do you monitor server for availability, performance, and predictive failures? Using what tools?	Yes, Connectwise Automate/Control RMM tool provides server monitoring that includes availability, performance, and predictive failures

Desktop/laptop monitoring	Do you monitor desktops/laptops for performance and predictive failures?	Yes, Connectwise Automate/Control tool provides desktop/laptop monitoring that includes performance and predictive failures
Intrusion Detection	Do you monitor customer's network for intrusions? Using what tools?	Yes, will use Webroot SecureAnywhere Endpoint, OpenDNS for servers, desktops /laptops, Knowbe4 for users and Sonicwall UTM bundle for network
Internet connection monitoring	Do you monitor Internet connectivity?	Yes, Connectwise Automate/Control RMM tool provides router monitoring for Internet connectivity
Server backups	Do you backup servers to allow for "bare metal" restores?	Yes, Datto provides Bare Metal Restore (BMR) for server backups.
Software tools	What do you use for these functions?	
Help desk support		Connectwise
Imaging product		ImageNow
Antivirus product		Webroot
Spam filtering product		Barracuda
Monitoring products		Connectwise Automate/Control
Patching product		Connectwise Automate/Control
Remote assistance product		Connectwise Automate/Control

Resources	What resources of your own do you support for your customers?	
Data center		Green Cloud Data Center Tier 3 Provider
Hosted Windows server		Green Cloud Hosted Windows Server
Hosted Exchange		MS O365 Cloud Services
Hosted offsite backup and replication		Datto, Veeam and other Third-Party offsite backup and replication services
Hosted Desktop/application virtualization		Green Cloud Data Center provides Hosted Desktop/application virtualization
Hosted SQL Server		Green Cloud Data Center provides Hosted SQL Server
Data centers	Do you maintain data centers with customer equipment in them?	HSMC provides Green Cloud, Databank and other Data Center Providers with Customer Premise Equipment (CPE)
NOC services	Do you provide "Network Operation Center" services?	Green Cloud Network Operation Center (NOC) services are available
Internet connection	What is your Internet connection?	Green Cloud Tier 3 Data Center provides multiple, blended Tier 1 Internet Service Providers (ISP) 1Gbps – 100Gbps connections
Network/systems availability	What is the availability of your	Green Cloud Tier 3 Data Center provides N+1 critical systems

	critical systems, such as redundant power networks, multiple Internet connections, etc.?	including N + 1 redundant power networks, multiple ISP, HVAC, etc.
Help Desk Information		
Help Desk First Call resolution %		HSMC Help Desk provides 90% First Call resolution
Ticketing system	What are the options for opening trouble tickets?	HSMC provides 24x7 phone, email, Connectwise Automate/Control RMM and web-based option for opening trouble tickets
24X7	When is the window your helpdesk is staffed? How does it work outside that window?	24x7 Help Desk and Support included and after hours advanced engineering services on-call
Average time to contact	How long does a user wait before a response?	24x7 Help Desk & Support provides real-time phone, email and web services for users
Monthly reports	Can you provide monthly reports of activities/analysis?	Yes, included
Scope Questions		
Computer deployment	Do you provide deployment of standard services?	Yes, included
Full ownership of IT	Do you take full ownership of the IT technical side?	Yes, HSMC takes full ownership of IT technical side
Loaner equipment	Do you provide loaner equipment during downtime?	Yes, HSMC will provide loaner equipment during downtime

Strategic Planning		
Monthly\Quarterly strategy meetings	Plan for future growth/upgrades. Strategize to improve end user experience.	Yes, included
Newsletter	Information to users of changes coming and ways to improve skills.	Yes, included
Strategy feedback	Use input from customers to improve services?	Yes, included
Satisfaction surveys	How are you doing in your customer's eyes?	Yes, included and HSMC has a 94% satisfaction rate with current customers

Answer: HSMC will and can provide the Raytown Police Department the above qualifications that include required services and optional data center hosted business application services like Colocation, Virtual IaaS and PaaS Hosting, Microsoft O365, etc. in the future.

6 Budget & Estimated Pricing

All vendors must submit a cost breakdown for the implementation of their Managed Services offering for Raytown Police Department as described in this RFP. Costs should be identified as either capital or non-capital in nature. The vendor must agree to keep these prices valid for 3 years as of November 14th, 2018.

Answer: HSMC will provide Managed Services for the Raytown Police Department as described in this RFP proposal. Costs are identified as capital (CAPEX) or non-capital (OPEX) in nature. HSMC agree to keep these prices valid for 3 years as of November 14th, 2018. Please review the following cost breakdown for the implementation:

Services	Non-Capital (OPEX) Per Month	Capital (CAPEX) One-Time Fee
24x7x365 Managed Services: Includes RPD Site, 3 Physical and 11 Virtual Servers, Backup and DR Services (if RPD has Infragard DR Services contract) and NAS Storage Devices, 60 Desktops/Laptops and 60 Users, Printers, 71 Server, Desktops / Laptops Hosted Webroot Anti-Virus Services and One-Time Setup Charges	\$4,341.00	\$3,200.00
Included Support: unlimited remote and on-site engineering support		
Option: Datto 10TB BDR Appliance with Monthly BDR Services with 1 Year Cloud (Off-Site) Replication/Retention and DR Testing Services	\$999.00	\$3645.00



7 Vendor Certification

This certification attests to the vendor's awareness and agreement to the content of this RFP and all accompanying calendar schedules and provisions contained herein.

The vendor must ensure that the following certificate(s) are duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Request for Proposal for Managed Services issued by Raytown Police Department. The undersigned is a duly authorized officer, hereby certifies that:

HSMC Orizon Technology

(Vendor Name)

Agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the referenced Request for Proposal (RFPP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of 365 calendar days as of the Due Date of the RFP.

The undersigned further certify that their firm (check one)

- IS
- IS NOT

Currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agree to notify Raytown Police Department of any change in this status, should one occur, until such times as an award has been made under this procurement action.

Person[s] authorized to negotiate on behalf of this firm for purposes of this RFP are:

Name: Gene Brixey Title: VP, Operations, Partner

Signature: _____ Date: _____

Name: Reid Graham Title: Business Consultant

Signature: _____ Date: _____

Signature of Authorized Officer:

Name: Gene Brixey Title: VP, Operations, Partner



Signature: _____ Date: _____

The Consultant shall comply with the requirements of Section 285.530 RSMo, which prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. The Consultant hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. In connection therewith, Consultant covenants that it is not knowingly in violation of Section 285.530 RSMo; that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project; and that its employees are lawfully eligible to work in the United States. Before commencing work on the Project, the Consultant shall provide an Affidavit of Work Authorization in the form set forth on page 18 and adequate documentation of participation in a federal work authorization program (such as E-Verify).

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(Vendor Name)

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The undersigned further certify that their firm (check one)

- IS
 IS NOT

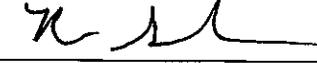
Currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agree to notify Raytown Police Department of any change in this status, should one occur, until such times as an award has been made under this procurement action.

Person[s] authorized to negotiate on behalf of this firm for purposes of this RFP are:

Name: Gene Brixey Title: VP, Operations, Partner

Signature:  Date: 10/11/18

Name: Reid Graham Title: Business Consultant

Signature:  Date: 10/11/2018

Signature of Authorized Officer:

Name: Gene Brixey Title: VP, Operations, Partner



Signature: _____

Anna Breyer

Date: _____

10/11/18

The Consultant shall comply with the requirements of Section 285.530 RSMo, which prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. The Consultant hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. In connection therewith, Consultant covenants that it is not knowingly in violation of Section 285.530 RSMo; that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project; and that its employees are lawfully eligible to work in the United States. Before commencing work on the Project, the Consultant shall provide an Affidavit of Work Authorization in the form set forth on page 18 and adequate documentation of participation in a federal work authorization program (such as E-Verify).

AFFIDAVIT OF WORK AUTHORIZATION

Comes now Gene Brixey (name of person signing affidavit) as Partner and Vice-President, Operations (title of person signing affidavit) first being duly sworn, on my oath, affirm HSMC Orizon Technology (company name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to Raytown Police Department Managed Services (project name) for the duration of the contract, if awarded in accordance with RSMo Section 285.530(2). I also affirm that HSMC Orizon Technology (company name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Raytown Police Department Managed Services (project name) for the duration of the contract, if awarded.

Attached hereto is documentation affirming enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

In affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMO).

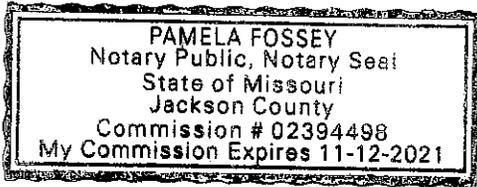
Gene Brixey
Signature

Printed Name: Gene Brixey

Title VP, Operations, Partner

Company: HSMC Orizon Technology

Date: October 11, 2018



Subscribed and sworn to before me this 11th day of October, 2018. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on

11/12/2021

Pamela Fossey
Signature of Notary
Date: 10/11/18

Managed Services Request for Proposal

Raytown Police Department

Request for Proposal for Managed Services

Issued September 11th, 2018

The City of Raytown will accept separate sealed bids from qualified persons or firms interested in providing the following:

MANAGED SERVICES IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS

BIDS MUST BE RECEIVED BY AND WILL BE OPENED:

2:00 P.M., October 11th, 2018

CITY HALL CONFERENCE ROOM

**PLEASE MARK YOUR ENVELOPE "MANAGED SERVICES SEALED BID" AND
RETURN IT TO:**

City of Raytown, City Hall
Attention: City Clerk, Teresa Henry
10000 E. 59th Street
Raytown, Mo 64133

Table of Contents

1	STATEMENT OF WORK.....	3
1.1	PURPOSE.....	3
1.2	COVERAGE & PARTICIPATION.....	3
2	GENERAL INFORMATION.....	3
2.1	ORIGINAL RFP DOCUMENT.....	3
2.2	THE ORGANIZATION.....	3
2.3	EXISTING TECHNOLOGY ENVIRONMENT.....	4-6
2.4	SCHEDULE OF EVENTS.....	6
3	PROPOSAL PREPARATION INSTRUCTIONS.....	6
3.1	VENDOR'S UNDERSTANDING OF THE RFP.....	6
3.2	GOOD FAITH STATEMENT.....	6
3.3	COMMUNICATION.....	7
3.4	PROPOSAL SUBMISSION.....	8
3.5	METHOD OF AWARD.....	8
3.5.1	SELECTION AND NOTIFICATION.....	9
4	SCOPE OF WORK, SPECIFICATIONS & REQUIREMENTS.....	9
4.1	ONGOING MAINTENANCE & SUPPORT.....	9
5	VENDOR QUALIFICATIONS AND REFERENCES.....	9
6	BUDGET & ESTIMATED PRICING.....	16
7	VENDOR CERTIFICATION.....	16

1 Statement of Work

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit a proposal to supply Managed Services surrounding the Raytown Police Department's Information Technology Infrastructure. The RFP provides vendors with the relevant operational, performance, application, and architectural requirements of the system.

1.2 Coverage & Participation

The intended coverage of this RFP, and any agreement resulting from this solicitation, shall be for the use of the Raytown Police Department. The Raytown Police Department reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability or obligation of any kind or amount.

2 General Information

2.1 Original RFP Document

Raytown Police Department shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

2.2 The Organization

Raytown Police Department is located at 10000 East 59th Street, Raytown, MO 64133-3915. The department employs fifty one full time individuals, and more than a half dozen on a part-time basis. The Raytown Police Department is looking for a Managed Services company to provide around the clock monitoring, maintenance and support of all IT infrastructures.

Organization Description

The Raytown Police Department currently has a variety of integrated information systems that are crucial to the day to day operations of the Police Department. The performance and reliability of these information systems must be maximized to allow the employees of the Raytown Police Department to operate at peak efficiencies at all times.

The Raytown Police Department is requesting proposals for a qualified information technology managed services vendor to provide ongoing support, maintenance, and 24X7 monitoring of the network infrastructure as well as providing ongoing helpdesk support

both on-site and remotely as needed. The vendor must be able to take ownership of the day to day responsibilities of the entire IT department.

2.3 Existing Technology Environment

The following is a listing of our current technology environment.

Client Devices

Device	CPU	RAM	OS
Desktops (39)	i5/i7	8 GB Minimum	Win 7 / 10
Laptops (4)	i3/i5	4 GB Minimum	Win 7 / 10
Mobile Data Terminals (17)	i5/i7	4 GB Minimum	Win 7 / 10

Storage

Device	Connectivity	Storage
Dell NAS	iSCSI	12 TB
Dell NAS	iSCSI	16 TB
QNAP NAS	SMB	60 TB
QNAP NAS	SMB	60 TB

Physical Servers

Device	Hardware	CPU	RAM	Storage
vmWare Host	Poweredge r620	2x Xeon E5-2697 v2	48 GB	85 GB
vmWare Host	Poweredge r740	2X Xeon Silver 4114	96 GB	300 GB

vmWare Host	Poweredge r730	2X Xeon E5-2630 v4	96 GB	3 TB
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Virtual Servers

Server Function	OS	Storage Used
File Server	Server 2008 R2	17 TB
Records/CAD Server Primary	Server 2008 R2	1 TB
Records/CAD Server Secondary	Server 2008 R2	1 TB
Intranet Web Server	Server 2016	200 GB
Application Server	Server 2012	200 GB
Exchange Server	Server 2008 R2	400 GB
Terminal Server	Server 2012	150 GB
Mobile CAD Server	Server 2016	200 GB
Domain Controller	Server 2016	80 GB
Domain Controller	Server 2016	80 GB
vmWare vCenter Server	Server 2012	120 GB

Other

Function	Hardware	Storage

Backup NAS	Infrascala ES-2700	16 TB
Spam Appliance	Barracuda Email Security Gateway	
Email Archive Appliance	Barracuda Message Archiver	
Firewall	SonicWall NSA 3600	

2.4 Schedule of Events

The following is a tentative schedule that will apply to this RFP, but may change in accordance with the organization's needs or unforeseen circumstances.

Issuance of RFP	September 11 th , 2018
Technical Questions/inquiries Due	September 25 th , 2018
RFP Opening	October 11 th , 2018
Complete Initial Evaluation	October 23 rd , 2018
Final Award Notification	November 14 th , 2018

3 Proposal Preparation Instructions

3.1 Vendor's Understanding of the RFP

In responding to this RFP, the vendor accepts the responsibility fully to understand the RFP in its entirety, and in detail, including making any inquiries to Raytown Police Department as necessary to gain such understanding. Raytown Police Department reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, Raytown Police Department reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award if award has been made. Such disqualification and/or Cancellation shall be at no fault, cost, or liability whatsoever to Raytown Police Department.

3.2 Good Faith Statement

All information provided by Raytown Police Department in this RFP is offered in good faith. Individual items are subject to change at any time. Raytown Police Department

makes no certification that any item is without error. Raytown Police Department is not responsible or liable for any use of the information or for any claims asserted there from.

3.3 Communication

Verbal communication shall not be effective unless formally confirmed in writing by the specified procurement official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

Vendor's inquiries, questions, and requests for clarification related to this RFP are to be directed in writing to:

Raytown Missouri Police Department
10000 E. 59th Street
Raytown, MO 64133

Attention: Capt. Candice Schwarz
Telephone: 816-737-6105
Fax: 816-737-6053
E-mail: schwarzc@raytownpolice.org

Applicable terms and conditions herein shall govern communications and inquiries between Raytown Police Department and vendors as they relate to this RFP.

Informal Communications shall include, but are not limited to: requests from/to vendors or vendors' representatives in any kind of capacity, to/from any Raytown Police Department employee or representative of any kind or capacity with the exception of Capt. Candice Schwarz for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the above named at any time.

Formal Communications shall include, but are not limited to:

- Questions concerning this RFP must be submitted in writing and be received prior to September 25th, 5:00 pm (CST).
- Errors and omissions in this RFP and enhancements: Vendors shall bring to Raytown Police Department any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, vendors shall recommend to Raytown Police Department any enhancements, which might be in Raytown Police Department best interests. These must be submitted in writing and be received prior to September 25th, 5:00 pm (CST).
- Inquiries about technical interpretations must be submitted in writing and be received prior to September 25th, 5:00 pm (CST).

- Inquiries for clarification/information that will not require addenda may be submitted verbally to the buyer named above at any time during this process.
- Verbal and/or written presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

Addenda: Raytown Police Department will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within four business days.

Raytown Police Department will not respond to any questions/requests for clarification that require addenda, if received by Raytown Police Department after September 25th, 5:00 pm (CST).

3.4 Proposal Submission

Proposals must be delivered sealed to: City of Raytown, City Hall
Attn: City Clerk, Teresa Henry
10000 E. 59th Street
Raytown, MO 64133

On or prior to October 11th, 2:00 pm, (CST).

Raytown Police Department shall not accept proposals received by fax. Vendors are to submit 1 original copy of proposal marked "Original" and 2, marked "Copy." Each original and copy must be individually bound.

3.5 Method of Award

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and organization. The purpose of this RFP is to identify those suppliers that have the interest, capability, and financial strength to provide the Raytown Police Department with Managed Services offering identified in the Scope of Work.

Evaluation Criteria:

Experience and Proposer's Qualifications: The size and sophistication of Proposer's business as well as whether Proposer has a dedicated group providing and supporting a managed Support Service will be considered. Consideration will be given to the number of customers the Proposer is supporting, given the requirements of this RFP. This analysis also considers the number and qualifications of management, supervisory and other staff proposed by the Proposer to complete the contract, and the availability and commitment to the contract of the Proposer's management and other proposed staff.

Ability to Implement the Solution: The overall ability of the Proposer to undertake and successfully complete the contract. The sophistication of the implementation plan, the extent to which the Raytown Police Department personnel are required for implementation and the Proposer's track record in similar implementations will be taken into consideration.

Cost Criteria: The Proposer's cost proposal. Preference will be given to the proposal that maximizes the economic benefit to the Raytown Police Department while minimizing risk to the Raytown Police Department.

3.5.1 Selection and Notification

Vendors determined by Raytown Police Department to possess the capacity to compete for this contract will be selected to move into the negotiation phase of this process. Written notification will be sent to these vendors via mail. Those vendors not selected for the negotiation phase will not be notified.

4 Scope of Work, Specifications & Requirements

Ongoing Managed Support and Maintenance

The ongoing Managed Support and Maintenance recommendation must include, but are not limited to the following requirements.

1. Data backup management with offsite replication
2. Disaster Recovery capabilities
3. Server, network and workstation monitoring
4. Remote management and support tools
5. Customer service tracking and reporting
6. Asset tracking and inventory
7. Anti Virus management
8. Hardware and Software patch management
9. Service level agreements (SLA's)
10. Provide 24X7 support
11. Provide 8-5 M-F live helpdesk support
12. Provide ticketing software
13. One hour response time for emergency on-site repairs
14. All network technicians must complete a criminal background check.

5 Vendor Qualifications and References

All vendors must provide the following information in order for their proposal to be considered:

1. A brief outline of the vendor company and services offered, including:

- Full legal name of the company.
 - Year business was established
 - Number of people currently employed.
 - Physical location of local business facility.
2. General extent of services performed by Proposer.
 3. A description of their geographic reach and market penetration.
 4. An outline of their partnerships and relationships to date.
 5. An outline of their current and future strategies in the marketplace.
 6. Information on current managed service clients, including:
 - Total number of current clients.
 - A list of clients with similar needs using the same services.
 7. References: Contact information for 3 references (if possible) from projects similar in size, application, and scope and a brief description of their implementation.

Qualification Table

Business Information	Extended Question	Proposer's Answer
How long as SMB MSP		
Number of clients		
Median client size		
Largest client		
Smallest client		
Number of managed workstations		
Number of managed servers		
Financial stability		

Employee turnover last 3 years		
Support Staff		
Account manager	Will we have a dedicated account manager?	
Number of technicians		
Number of helpdesk staff		
24X7 support	Can you provide 24X7 support?	
Ticketing software	Can you provide ticketing software for trouble requests?	
System Administration		
Cisco switches/ Sonicwall Firewall,/Ubiquiti Access Points	Can you configure different network devices?	
Windows Server configuration	Will you configure Windows servers?	
File share permissions	Will you add/change/delete file share permissions?	
Exchange Server configuration	Will you configure Exchange servers?	
SQL Server configuration	Will you configure SQL servers?	
iSCSI SAN	Will you maintain iSCSI connectivity on equipment as needed?	
Account add/remove/modify	Will you add/delete/modify accounts as needed?	
	Will you configure VPN	

VPN configuration	tunnels/accounts as needed?	
Printer configuration	Will you configure network printers as needed?	
Patch management	Do you handle all patch management?	
Backup management	Will you manage all server/workstation/device backups?	
File share restores	Will you restore files when needed?	
Exchange mailbox restores	Will you restore all or part of user mailboxes?	
Spam filter administration	Will you administer Spam Firewall/Filter?	
IIS Administration	Will you administer/add/ modify web sites as needed?	
IOS and Android support	Will you support IOS and Android devices?	
Terminal Server	Will you support/administer Windows 2008, 2012 & 2016 Terminal Servers?	
Vmware	Can you support/maintain/add virtual servers in a virtual environment?	
Depth and Breadth		
MySQL	Management of vBulletin	
Sonicwall Expertise	Indicate number of staff with certification and expertise in this area.	
Windows 7	Indicate number of staff with certification and expertise in this area.	
Windows 2008 R2 Server	Indicate number of staff with certification and expertise in this area.	
Windows 2012 Server	Indicate number of staff with certification and expertise in this area.	
Windows 2016 Server	Indicate number of staff with certification and expertise in this area.	
SQL Server 2005	Indicate number of staff with	

	certification and expertise in this area.	
SQL Server 2008 R2	Indicate number of staff with certification and expertise in this area.	
Exchange Server 2010	Indicate number of staff with certification and expertise in this area.	
# MCP/MCSE		
Vmware Expertise	Indicate number of staff with certification and expertise in this area.	
Security, Disaster Recovery, and Monitoring		
Disaster recovery testing	Do you maintain documented disaster recovery procedures for your customer's critical equipment? Do you test? How often?	
Access logging	Do you log local and remote access attempts?	
Server monitoring	Do you monitor server for availability, performance, and predictive failures? Using what tools?	
Desktop/laptop monitoring	Do you monitor desktops/laptops for performance and predictive failures?	
Intrusion Detection	Do you monitor customer's network for intrusions? Using what tools?	
Internet connection monitoring	Do you monitor Internet connectivity?	
Server backups	Do you backup servers to allow for "bare metal" restores?	
Software tools	What do you use for these functions?	

Help desk support		
Imaging product		
Antivirus product		
Spam filtering product		
Monitoring products		
Patching product		
Remote assistance product		
Resources	What resources of your own do you support for your customers?	
Data center		
Hosted Windows server		
Hosted Exchange		
Hosted offsite backup and replication		
Hosted Desktop/application virtualization		
Hosted SQL Server		
Data centers	Do you maintain data centers with customer equipment in them?	
NOC services	Do you provide "Network Operation Center" services?	
Internet connection	What is your Internet connection?	
	What is the availability of your	

Network/systems availability	critical systems, such as redundant power networks, multiple Internet connections, etc.?	
Help Desk Information		
Help Desk First Call resolution %		
Ticketing system	What are the options for opening trouble tickets?	
24X7	When is the window your helpdesk is staffed? How does it work outside that window?	
Average time to contact	How long does a user wait before a response?	
Monthly reports	Can you provide monthly reports of activities/analysis?	
Scope Questions		
Computer deployment	Do you provide deployment of standard services?	
Full ownership of IT	Do you take full ownership of the IT technical side?	
Loaner equipment	Do you provide loaner equipment during downtime?	

Strategic Planning		
Monthly\Quarterly strategy meetings	Plan for future growth/upgrades. Strategize to improve end user experience.	

Newsletter	Information to users of changes coming and ways to improve skills.	
Strategy feedback	Use input from customers to improve services?	
Satisfaction surveys	How are you doing in your customer's eyes?	

6 Budget & Estimated Pricing

All vendors must submit a cost breakdown for the implementation of their Managed Services offering for Raytown Police Department as described in this RFP. Costs should be identified as either capital or non-capital in nature. The vendor must agree to keep these prices valid for 3 years as of November 14th, 2018.

7 Vendor Certification

This certification attests to the vendor's awareness and agreement to the content of this RFP and all accompanying calendar schedules and provisions contained herein.

The vendor must ensure that the following certificate(s) are duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Request for Proposal for Managed Services issued by Raytown Police Department. The undersigned is a duly authorized officer, hereby certifies that:

(Vendor Name)

Agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the referenced Request for Proposal (RFPP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of 365 calendar days as of the Due Date of the RFP.

The undersigned further certify that their firm (check one)

- IS
- IS NOT

Currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agree to notify Raytown Police Department of any change in this status, should one occur, until such times as an award has been made under this procurement action.

Person[s] authorized to negotiate on behalf of this firm for purposes of this RFP are:

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Signature of Authorized Officer:

Name: _____ Title: _____

Signature: _____ Date: _____

The Consultant shall comply with the requirements of Section 285.530 RSMo, which prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. The Consultant hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. In connection therewith, Consultant covenants that it is not knowingly in violation of Section 285.530 RSMo; that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project; and that its employees are lawfully eligible to work in the United States. Before commencing work on the Project, the Consultant shall provide an Affidavit of Work Authorization in the form set forth on page 18 and adequate documentation of participation in a federal work authorization program (such as E-Verify).

AFFIDAVIT OF WORK AUTHORIZATION

Comes now _____ (name of person signing affidavit) as _____ (title of person signing affidavit) first being duly sworn, on my oath, affirm _____ (company name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to _____ (project name) for the duration of the contract, if awarded in accordance with RSMo Section 285.530(2). I also affirm that _____ (company name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to _____ (project name) for the duration of the contract, if awarded.

Attached hereto is documentation affirming enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

In affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMO).

Signature

Printed Name: _____

Title _____

Company: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 2018. I am commissioned as a notary public within the County of _____, State of Missouri, and my commission expires on _____.

Signature of Notary

Date: _____

CITY OF RAYTOWN
Request for Board Action

Date: November 29, 2018

Resolution No.: R-3155-18

To: Mayor and Board of Aldermen

From: Communication Director Krista McIntire

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____



Action Requested: Approval of the maintenance contract with Motorola for the City of Raytown's Radio system in excess of \$15,000.00

Recommendation: Accept the agreement to allow Motorola to provide maintenance for the City's radio system.

Analysis: The Police Department utilizes the Motorola radio system during its normal course of duties. To ensure the life span of the equipment, having the manufacturer perform the maintenance will make certain the equipment has the best service available. Proper maintenance is necessary to extend the usable life of the radios. This is a recurring yearly contract between Motorola and the City of Raytown to provide maintenance and infrastructure repairs to the radio system in case of failure.

Motorola, as the designer of the system, has the authority to work on our radios and is the only supplier of the parts to maintain the system. Because of these factors, Motorola is the only source that can perform the work necessary to maintain and keep our radio system functioning.

Alternatives: Not renew the contract and risk failure to our radio 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: \$31,836.00
Fund: General
Department: Police
Account Number(s): 101-32-00-100-52300

Additional Reports Attached: Motorola Services Agreement and Sole Source Letter

A RESOLUTION AUTHORIZING AND APPROVING A MAINTENANCE CONTRACT WITH MOTOROLA SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED \$31,836.00 FOR FISCAL YEAR 2018-2019

WHEREAS, the City of Raytown utilizes Motorola Solutions, Inc. for maintenance and purchasing of parts and supplies for radio equipment; 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, the cost of the utilization of Motorola Solutions, Inc. is anticipated to exceed \$15,000.00 in fiscal year 2018-2019; therefore, Board of Aldermen approval is required; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City to authorize and approve a maintenance contract with Motorola Solutions, Inc. for maintenance and purchasing of parts and supplies for fiscal year 2018-2019 in an amount not to exceed \$31,836.00;

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

THAT the maintenance contract with Motorola Solutions, Inc. as a sole source vendor for maintenance and purchasing of parts and supplies in an amount not to exceed \$31,836.00 for fiscal year 2018-2019 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 4th day of December, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

SERVICE AGREEMENT

1299 E Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Contract Number: USC000005498
 Contract Modifier:

Date: 12-NOV-2018

Company Name: Raytown, City Of
Attn: Krista McIntire
Billing Address: 10000 E 59th St
City, Province, Postal Code: Raytown,MO,64133
Customer Contact:
Phone:

Required P.O.: N/A
 Customer #: 1000437823
 Bill to Tag#: 0001
 Contract Start date: 01-NOV-2018
 Contract End date: 31-OCT-2019
 Anniversary Day: Oct 31st
 Payment Cycle: Advance Invoice
 Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	SVC04SVC0169A LSV01S00533A	***** Recurring Services ***** SYSTEM UPGRADE AGREEMENT II ASTRO ADVANCE + SM – INCLUDES: NETWORK MONITORING, DISPATCH, ONSITE INFRASTRUCTURE RESPONSE, SECURITY UPDATE SERVICE, NETWORK SECURITY MONITORING, TECHNICAL SUPPORT, REMOTE PATCH MANAGEMENT		
		Sub Total		
		Taxes	0.00	0.00
		Grand Total	2,653.00	31,836.00
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		TAXES MAY APPLY AS PER THE JURISDICTIONS		

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

 AUTHORIZED CUSTOMER SIGNATURE

 TITLE

 DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : Raytown, City Of

Contract Number : USC000005498

Contract Modifier :

Contract Start Date: 01-NOV-2018

Contract End Date : 31-OCT-2019

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY

COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and

effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015



HARRIS



Quote
Date
Page

QUOTE00262
11/16/2018
1 of 1

Remit To: Global Software
PO Box 74007259
Chicago, IL 60674-7259

Bill to

Raytown Police Dept.
Accounts Payable
10000 East 59th Street
Raytown, MO 64133
USA

Ship To

Raytown Police Dept.
Accounts Payable
10000 East 59th Street
Raytown, MO 64133
USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	RAY1201		DELIVERY	Receipt

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	NOTE	Annual Global Software Maintenance Renewal **PLEASE NOTE:** Email notice is required for any changes or cancellation & will take effect 30 days AFTER notice is received. Email to: AR@GlobalSoftwareCorp.com We appreciate your business!	US\$0.00	US\$0.00
1.00	GL-CAD	Global CAD Dispatch: February 2019 to January 2020	US\$13,957.00	US\$13,957.00
1.00	GL-CAD-INT	911 Interface: February 2019 to January 2020	US\$697.00	US\$697.00
1.00	GL-CAD-INT	Fax Interface: February 2019 to January 2020	US\$4,184.00	US\$4,184.00
1.00	GL-CAD-INT	State/NCIC: February 2019 to January 2020	US\$1,473.00	US\$1,473.00
1.00	GL-TPM-INT	CommSys: February 2019 to January 2020	US\$1,214.00	US\$1,214.00
1.00	GL-RMS	Global RMS: February 2019 to January 2020	US\$13,957.00	US\$13,957.00
1.00	GL-RMS	State Accident Report: February 2019 to January 2020	US\$1,398.00	US\$1,398.00
1.00	GL-RMS	IBR Interface: February 2019 to January 2020	US\$1,398.00	US\$1,398.00
1.00	GL-RMS	Court Management: February 2019 to January 2020	US\$1,398.00	US\$1,398.00
1.00	GL-MOBILE	mReach Server: February 2019 to January 2020	US\$1,398.00	US\$1,398.00
1.00	GL-MOBILE	mReach Client: February 2019 to January 2020	US\$4,184.00	US\$4,184.00
1.00	GL-MOBILE	mReach Mapping: February 2019 to January 2020	US\$1,030.00	US\$1,030.00
1.00	GL-MOBILE	mTrak Client: February 2019 to January 2020	US\$1,030.00	US\$1,030.00
1.00	GL-CAD-INT	LETS Interface: February 2019 to January 2020	US\$1,214.00	US\$1,214.00
1.00	GL-RMS	LiveScan Interface: February 2019 to January 2020	US\$1,214.00	US\$1,214.00
			Subtotal	US\$49,746.00
			Misc	US\$0.00
			Tax	US\$0.00
			Freight	US\$0.00
			Trade Discount	US\$0.00
			Total	US\$49,746.00

Invoice Questions? Please call 1-888-847-7747; or Please email ar@globalsoftwarecorp.com



MOTOROLA

November 8, 2018

Ms. Krista McIntire
City of Raytown Missouri Police Department
10000 E. 59th Street
Raytown, Mo 64133

This letter is to inform you that Motorola Inc. should be considered the sole source provider for the service contract covering City of Raytown's radio communications System. Since many of the components of your Motorola Communications System and equipment are patented and proprietary to Motorola, we are prevented from offering full access to other than Motorola Authorized Service Providers. Commenco Inc., is authorized by Motorola, has the trained personnel and the necessary facilities to respond to your service requirements 24 hours a day, 7 days a week.

Motorola provides technical training to Motorola authorized service providers. This is offered as a method of assuring that our customers have access to qualified technical resources. This is an investment by Motorola and ensures the systems we provide are maintained with qualified technical staff. It also enables us to make certain that proper test equipment and procedures are followed.

Motorola has listened to our customers and have established a methodology to continuously assess the Motorola authorized service community. Our customers expect a qualified authorized service provider capability. We have an extensive assessment process, continually updated, for those designated as Authorized Service Providers.

Motorola does not provide training to organizations that are not authorized by Motorola. We are not a public or institutional training facility. Motorola has no control over work done by service providers not authorized, assessed or trained by Motorola. We do not offer technical training to anyone who is not a direct employee of the end user customer or one of our Authorized Motorola Service Stations.

Contracting directly with Motorola will assure the City of Raytown Motorola Communications System and equipment will continue to operate properly today and in the future.

Regards,

Kevin Whittaker
Customer Support Manager
Motorola Solutions Inc.

**CITY OF RAYTOWN
Request for Board Action**

Date: November 29, 2018
To: Mayor and Board of Aldermen
From: Captain Candice Schwarz

Resolution No.: R-3156-18

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Approve spending with a single vendor in excess of \$15,000.00 per City purchasing policy.

Recommendation: Approve the Resolution.

Analysis: Harris Computer-Global Software is our Records Management System and Computer Aided Dispatch system vendor. These systems were installed in 2005 and at the time of implementation included 5 years of support, which expired in 2010. The maintenance support plan is now an annual expense.

This support plan is critical to the Department's function as these systems directly affect how we respond to calls and investigate crimes.

Alternatives: Discontinue support plan and when a repair or update is needed, pay the amount due for back maintenance and associated late fees. Support may not be purchased on an hourly or as needed basis.

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: \$49,746.00
Fund: General
Department: Police
Professional Services
Account Number: 101-32-00-100-53644

Additional Reports Attached: Harris Computer-Global Software Quote & Agreement

A RESOLUTION AUTHORIZING AND APPROVING AN ANNUAL MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN AND HARRIS COMPUTER-GLOBAL SOFTWARE IN AN AMOUNT NOT TO EXCEED \$49,746.00 FOR FISCAL YEAR 2018-2019

WHEREAS, the City of Raytown utilizes records management and computer-aided dispatch systems; and

WHEREAS, maintenance of such systems is necessary for response to calls and investigation of crimes; and

WHEREAS, the Board of Aldermen find that it is in the best interest of the City of Raytown to enter into a Maintenance Agreement with Harris Computer-Global Software, attached hereto as Exhibit "A", for maintenance of its records management and computer-aided dispatch system in amount not to exceed \$49,746.00;

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

THAT the Maintenance Agreement by and between the City of Raytown and Harris Computer-Global Software, attached hereto as Exhibit "A", for maintenance of its records management and computer-aided dispatch system in an amount not to exceed \$49,746.00 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary to this transaction and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 4th day of December, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

Annual Maintenance Terms

GLOBAL SOFTWARE, SLEUTH SYSTEMS, and TAC₁₀ also operating as GLOBAL PUBLIC SAFETY, will provide the CUSTOMER maintenance services for the Software licensed through GLOBAL SOFTWARE. Annual Maintenance consists of approved product enhancements, error corrections, and telephone assistance via GLOBAL SOFTWARE'S Customer Support Center. GLOBAL SOFTWARE will provide the CUSTOMER said maintenance under the following agreed upon terms and conditions:

- The CUSTOMER agrees to subscribe to Annual Maintenance for a period of **one (1) year** on a fee basis. **The CUSTOMER may cancel the next year's Annual Maintenance upon thirty (30) days prior emailed notice to AR@GlobalSoftwareCorp.com or mailed to Attn: Lorie Pugh, 825 N. Broadway Ave, STE 400, Oklahoma City, OK 73102.**
- In the event such notice is not timely received, GLOBAL SOFTWARE will automatically extend the Annual Maintenance for another one (1) year period.
- At the time of renewal, GLOBAL SOFTWARE reserves the right to increase the annual fee. If the CUSTOMER initially declines software maintenance or if maintenance for an item of Software is discontinued at Customer's request, additional maintenance for these items is not available under this agreement. The re-instatement of maintenance and support services is subject to additional charges and fees.

A. Annual Maintenance shall consist of and be provided under the following additional agreed upon terms and conditions:

1. Software

- a. **SERVICE HOURS:** GLOBAL SOFTWARE shall provide CUSTOMER with software support seven days a week, 24 hours a day, 365 days a year (24x7x365). Normal support hours are Monday - Friday 8:00 AM to 6:00 PM CST, excluding holidays. After hours support is available to the CUSTOMER for **emergency assistance with critical, stop-work issues.**
- b. **ON-SITE SUPPORT:** If the CUSTOMER requests on-site support service, GLOBAL SOFTWARE shall provide the CUSTOMER on-site support service on

such date as is mutually agreed to by GLOBAL SOFTWARE and the CUSTOMER, provided, that the CUSTOMER shall bear the cost of such on-site support services, and provided further that the cost of such on-site support service shall include GLOBAL SOFTWARE'S personnel time calculated at GLOBAL SOFTWARE'S then prevailing hourly rate, plus reimbursement for reasonable travel and living expenses incurred by GLOBAL SOFTWARE personnel in connection with the provision of any on-site support service.

- c. **SOFTWARE UPDATES:** GLOBAL SOFTWARE shall make software updates, defined by GLOBAL SOFTWARE and incremental releases of the Software, available to CUSTOMER as part of this Annual Maintenance Agreement; GLOBAL SOFTWARE will deliver and install all updates and incremental releases. In GLOBAL SOFTWARE'S sole discretion, delivery and installation may be performed remotely over the Internet with proper notification and authorization from CUSTOMER. Additional configuration and re-configuration of the CUSTOMER'S data is NOT included as part of this Annual Maintenance Agreement. Major software upgrades are available to the CUSTOMER at a discounted price. Examples of major software upgrades are new applications, new platforms, fully redesigned applications or new software solutions.
- d. **ERROR RESOLUTION:** GLOBAL SOFTWARE shall use its best efforts to confirm any suspected error, which is preventing continued accomplishment of the principal computing functions of the Software upon notification by the CUSTOMER of such suspected error. If the existence of an error is confirmed, GLOBAL SOFTWARE shall correct it as part of its obligation hereunder and said correction will be issued to the CUSTOMER.
- e. **CAUSE OF ERROR:** If the existence of a suspected error cannot be confirmed by GLOBAL SOFTWARE or should GLOBAL SOFTWARE ultimately determine that error exists because of either the CUSTOMER'S modification or conversion of the software or any other condition not attributable to GLOBAL SOFTWARE, the CUSTOMER agrees to pay GLOBAL SOFTWARE for its services at the

Annual Maintenance Terms (Cont'd)

prevailing hourly rate for GLOBAL SOFTWARE'S personnel time, plus reimbursement for reasonable travel and living expenses incurred by GLOBAL SOFTWARE personnel in connection with such service. It is agreed that GLOBAL SOFTWARE will be the ultimate authority in determining the existence of any error.

- f. **THIRD-PARTY SOFTWARE:** Third-party software applications are excluded from this agreement, unless specifically noted.
- g. **MAP UPDATES:** Map updates and configuration are excluded from this agreement (unless otherwise purchased separately and listed on the maintenance invoice).

2. Customer Responsibilities

The following specific items are not covered under this AGREEMENT. GLOBAL does offer a separate Technical Services Agreement to assist customers with these types of services.

- a. Data Backups/Archives – **CUSTOMER is fully responsible for managing the backup routines** and ensuring that all databases and critical system files are being backed up properly. GLOBAL highly recommends that CUSTOMER maintain daily backups as well as off-site backups.
- b. Network Management
 - i. Virus protection
 - ii. Switches and Routers
 - iii. Internet access
- c. Operating System – Applying appropriate updates to the operating system and security patches.
- d. Server and Workstation Migration - Restoration and reinstallation of GLOBAL SOFTWARE databases and programs to a new or repaired server or workstation.

B. In the event the CUSTOMER requests any support other than that included under the terms of this Agreement, GLOBAL SOFTWARE shall, depending upon the availability of its personnel, attempt to furnish such support or software maintenance in return for fees as GLOBAL SOFTWARE shall then be charging and on such terms and conditions as GLOBAL SOFTWARE shall then be imposing.

C. CUSTOMER understands, acknowledges, and agrees that the Software system shall reside on a secure, dedicated server, with access limited to GLOBAL SOFTWARE, its agents, and the CUSTOMER'S system administrators. CUSTOMER further agrees to provide unlimited high-speed remote access via secure VPN to GLOBAL SOFTWARE for maintenance. If high-speed remote access is not provided by CUSTOMER, GLOBAL SOFTWARE may charge CUSTOMER a fee of \$3,000 per year. The server shall be dedicated to GLOBAL SOFTWARE applications and other compatible applications as defined by GLOBAL SOFTWARE including anti-virus software and firewall software. **All warranty and support agreements shall be null and void in the event CUSTOMER permits applications not approved by GLOBAL SOFTWARE to reside on any server containing GLOBAL SOFTWARE applications.** Any service requests initiated by CUSTOMER which are the result of noncompliance with the terms of this AGREEMENT or non-approved software on the server, or failure by CUSTOMER to furnish uninterrupted remote access to GLOBAL SOFTWARE, the CUSTOMER agrees to pay GLOBAL SOFTWARE for its services at the prevailing hourly rate for GLOBAL SOFTWARE'S personnel time, plus reimbursement for reasonable travel and living expenses incurred by GLOBAL SOFTWARE personnel in connection with such service.

D. In the case of any event which results in the apparent failure of the Software, the CUSTOMER shall confirm through reasonable methods and resources that such apparent failure is not the result of CUSTOMER'S network or CUSTOMER provided hardware prior to contacting GLOBAL SOFTWARE for support. Should GLOBAL SOFTWARE determine as part of any Support call that hardware or network, and not GLOBAL SOFTWARE, is responsible for the issue, CUSTOMER agrees to pay GLOBAL SOFTWARE for its services at the prevailing hourly rate for GLOBAL SOFTWARE'S personnel time.