

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
DECEMBER 18, 2018
REGULAR SESSION No. 42
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

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

STUDY SESSION

Bond Refinancing Update
Missy Wilson, Assistant City Administrator
Khalen Dwyer, CFA, Vice President, Columbia Capital Management, LLC

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 December 4, 2018 Board of Aldermen meeting minutes.

REGULAR AGENDA

OLD BUSINESS

- 2. SECOND READING: 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, City Administrator.**

NEW BUSINESS

- 3. FIRST READING: Bill No. 6495-18, Section V-A. AN ORDINANCE AUTHORIZING AND APPROVING AN AMENDMENT TO AN EMERGENCY MEDICAL SERVICES LICENSE TRANSFER AGREEMENT AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS PERTAINING THERETO. Point of Contact: Damon Hodges, City Administrator.**

4. **R-3165-18: A RESOLUTION** AMENDING THE FISCAL YEAR 2018-2019 BUDGET RELATED TO CAPITAL EXPENDITURES. Point of Contact: Damon Hodges, City Administrator.
5. **R-3157-18: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF A 2019 FORD F-550 OFF THE JOHNSON COUNTY, KANSAS COOPERATIVE PURCHASING CONTRACT IN AN AMOUNT NOT TO EXCEED \$47,057.00. Point of Contact: Damon Hodges, City Administrator.
6. **R-3158-18: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF A NEW AMBULANCE CONVERSION FROM OSAGE AMBULANCE/EMERGENCY SERVICES SUPPLY OFF THE ST. CHARLES COUNTY AMBULANCE DISTRICT BID IN AN AMOUNT NOT TO EXCEED \$131,397.00. Point of Contact: Damon Hodges, City Administrator.
7. **FIRST READING: Bill No. 6496-18, Section V-A. AN ORDINANCE** AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE JACKSON COUNTY BOARD OF ELECTION COMMISSIONERS TO UTILIZE CITY HALL AS A POLLING PLACE FOR THE 2019 CALENDAR YEAR. Point of Contact: Teresa Henry, City Clerk.
8. **R-3159-18: A RESOLUTION** AUTHORIZING AND APPROVING A RIGHT-OF-WAY AGREEMENT WITH MCIMETRO ACCESS TRANSMISSION SERVICES CORP., D/B/A VERIZON ACCESS TRANSMISSION SERVICES. Point of Contact: Damon Hodges, City Administrator
9. **R-3160-18: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT WITH CENTRAL SALT LLC FOR THE PURCHASE OF SALT FOR THE PURPOSE OF TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER IN AN AMOUNT NOT TO EXCEED \$60,000.00 FOR FISCAL YEAR 2018-2019. Point of Contact: Damon Hodges, City Administrator.
10. **R-3161-18: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH WINCAN, LLC FOR SOFTWARE UPGRADES AND SERVICE IN AN AMOUNT NOT TO EXCEED \$26,090.00 FOR FISCAL YEAR 2018-2019. Point of Contact: Damon Hodges, City Administrator.
11. **R-3162-18: A RESOLUTION** AUTHORIZING AND APPROVING A SERVICES AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND COCHRAN HEAD VICK & CO., P.C. FOR ACCOUNTING SERVICES IN AN AMOUNT NOT TO EXCEED \$60,000.00 FOR FISCAL YEAR 2018-2019. Point of Contact: Missy Wilson, Assistant City Administrator.
12. **R-3163-18: A RESOLUTION** AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT BY AND BETWEEN TYLER TECHNOLOGIES, INC. AND THE CITY OF RAYTOWN, MISSOURI FOR MAINTENANCE OF WINDOWS-BASED SOFTWARE PROVIDED BY INTERACTIVE COMPUTER DESIGNS, INC. IN AN AMOUNT NOT TO EXCEED \$94,415.00 FOR FISCAL YEAR 2018-2019. Point of Contact: Missy Wilson, Assistant City Administrator.
13. **R-3164-18: A RESOLUTION** AMENDING THE FISCAL YEAR 2018-2019 BUDGET BY TRANSFERRING \$833,029.00 FROM UN-APPROPRIATED SURPLUS TO VARIOUS FUNDS TO ACCOMMODATE PRIOR YEAR ENCUMBRANCES WHICH WERE APPROVED IN FISCAL YEAR 2017-2018 BUT NOT EXPENDED DURING SUCH FISCAL YEAR. Point of Contact: Missy Wilson, Assistant City Administrator.

ADJOURNMENT

MINUTES
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

Mayor Michael McDonough called the December 4, 2018 Board of Aldermen meeting to order at 6:03 p.m. and Reverend Ron Galvin of Blue Ridge Presbyterian Church provided the invocation and led the pledge of allegiance.

Roll Call

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

Present: Alderman Karen Black, Alderman Frank Hunt, Alderman Jim Aziere, Alderman Jason Greene, Alderman Ryan Myers, Alderman Bonnaye Mims, Alderman Derek Ward

Absent: Alderman Mark Moore, Alderman Steve Meyers, Alderman Bill Van Buskirk

Public Comments

Tony Jacob, Raytown, MO, Ward 2, spoke regarding the City budget and other City matters.

Communication from the Mayor

Mayor McDonough spoke regarding the following:

Alderman Van Buskirk's recent surgery

Raytown Chamber of Commerce's Jackson County Update on November 28

Raytown School District's Legislative Breakfast on November 30

Annual Holiday Lighting Ceremony hosted by the Raytown Main Street Association, City of Raytown and Raytown Chamber

Mayor McDonough welcomed Jackson County Executive, Frank White.

Communication from the City Administrator

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

Committee Reports

Alderman Black spoke regarding the recent meeting for the new City Marketing Committee.

Alderman Greene spoke regarding the recent middle school wrestling tournament.

Alderman Aziere introduced family that was visiting from France.

Alderman Myers spoke as Board Liaison to the School Board regarding the recent dinner event at the Herndon Career Center and the School Board Meeting.

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

Michael Keenan, Finance Consultant, presented a report on the 2017-2018 Year End Financials and remained for any questions along with Missy Wilson, Assistant City Administrator.

The report was discussed.

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.

Alderman Mims, seconded by Alderman Greene, made a motion to adopt. The motion was approved by a vote of 7-0-3.

Ayes: Aldermen Mims, Greene, Ward, Hunt, Myers, Aziere, Black

Nays: None

Absent: Aldermen Van Buskirk, Meyers, Moore

Mayor McDonough called for a 10-minute recess.

Mayor McDonough reconvened the meeting at 6:55 p.m.

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.

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 7-0-3.

Ayes: Aldermen Mims, Myers, Black, Ward, Greene, Aziere, Hunt

Nays: None

Absent: Aldermen Moore, Van Buskirk, Meyers

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.

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

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

The resolution was discussed.

Alderman Aziere, seconded by Alderman Greene, made a motion to amend 12c to read:

If the City, its governing body, its citizens, or the Missouri General Assembly ~~4~~ adopts a charter form of government for the City and ~~or 2~~ amends the provisions of any such charter...

The motion failed by a vote of 3-4-3.

Ayes: Aldermen Aziere, Greene, Hunt

Nays: Aldermen Mims, Black, Myers, Ward

Absent: Aldermen Van Buskirk, Meyers, Moore

Alderman Black, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 7-0-3.

Ayes: Aldermen Black, Mims, Greene, Myers, Ward, Aziere, Hunt

Nays: None

Absent: Aldermen Meyers, Van Buskirk, Moore

Damon Hodges, spoke regarding his appointment as City Administrator.

Mayor McDonough called for a 30-minute recess.

Mayor McDonough reconvened the meeting at 7:55 p.m.

Alderman Meyers joined the meeting.

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.

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

Damon Hodges, remained available for any discussion.

There was no discussion.

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.

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

Captain Candice Schwarz remained available for any discussion.

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

The resolution was discussed.

The motion was approved by a vote of 8-0-2.

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

Nays: None

Absent: Aldermen Moore, Van Buskirk

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.

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

Captain Candice Schwarz remained available for any discussion.

The resolution was discussed.

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

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

Nays: None

Absent: Aldermen Van Buskirk, Moore

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.

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

Captain Candice Schwarz remained available for any discussion.

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

The resolution was discussed.

The motion was approved by a vote of 8-0-2.

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

Nays: None

Absent: Aldermen Moore, Van Buskirk

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.

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

Captain Candice Schwarz remained available for any discussion.

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

The resolution was discussed.

The motion was approved by a vote of 8-0-2.

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

Nays: None

Absent: Aldermen Moore, Van Buskirk

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.

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

Captain Candice Schwarz and Krista McIntire, Communication Director, remained available for any discussion.

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

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

Nays: None

Absent: Aldermen Van Buskirk, Moore

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.

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

Captain Candice Schwarz remained available for any discussion.

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

The resolution was discussed.

The motion was approved by a vote of 8-0-2.

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

Nays: None

Absent: Aldermen Moore, Van Buskirk

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

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

Nays: None

Absent: Aldermen Van Buskirk, Moore

ADJOURNMENT

The meeting adjourned at 8:17 p.m.

Teresa M. Henry, MRCC
City Clerk

CITY OF RAYTOWN
Request for Board Action

Date: December 12, 2018
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Bill No.: 6494-18
Section No.: XX-D-5

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 18th day of December, 2018.

ATTEST:

Michael McDonough, Mayor

Teresa M. Henry, City Clerk

Approved as to Form:

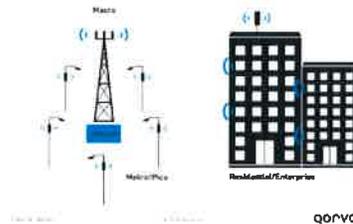
Joe Willerth, City Attorney

Telecommunications

WILLIAMS &
CAMPO, P.C.

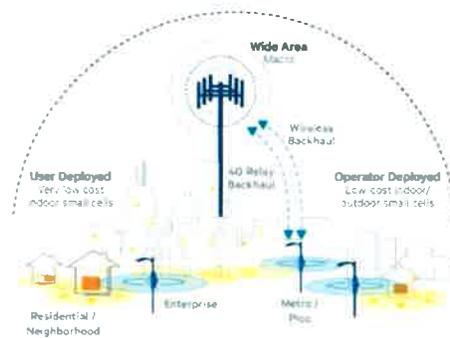
PROVIDING LEGAL SOLUTIONS FOR LOCAL GOVERNMENTS

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

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PROVIDING LEGAL SOLUTIONS FOR LOCAL GOVERNMENTS

CITY OF RAYTOWN
Request for Board Action

Date: December 14, 2018
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Bill No.: 6495-18
Section No.: V-A

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Board of Aldermen approval of the amended Emergency Medical Services License Transfer Agreement (Agreement) with the Raytown Fire District regarding funding the purchase of an ambulance.

Recommendation: Staff recommends approval as submitted.

Analysis: The City of Raytown entered into an Agreement with the Raytown Fire District to provide EMS services. Contemplated in the Agreement was the acquisition of an ambulance at a cost not to exceed \$166,350. The Raytown Fire District has requested certain modifications to the ambulance resulting in an increase in the estimated cost of the ambulance of \$12,104. The amended Agreement will provide for Raytown Fire District to contribute \$12,104 to the funding of the ambulance purchase.

The Capital Sales Tax Fund has \$166,350 budgeted for EMS Ambulance. There are 2 components to the ambulance purchases (\$47,057 - Chassis + \$131,397 - ambulance conversion = \$178,454). The Raytown Fire Protection District has agreed to provide funding to the City for the difference between the estimated total cost of the ambulance and the amount of funds budgeted (\$178,454 – \$166,350 = \$12,104).

Alternatives: Don't approve the amendment and direct staff to look for other alternatives.

Budgetary Impact:

Not Applicable

Additional Reports Attached: Amended EMS Service Agreement

AN ORDINANCE AUTHORIZING AND APPROVING AN AMENDMENT TO AN EMERGENCY MEDICAL SERVICES LICENSE TRANSFER AGREEMENT AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS PERTAINING THERETO

WHEREAS, the City of Raytown, Missouri ("City") and the Raytown Fire Protection District ("Fire") entered into an Emergency Medical Services License Transfer Agreement on September 25, 2018; and

WHEREAS, contemplated in the Agreement was the acquisition of an ambulance and the purchase of the ambulance will require an amendment to the Agreement.

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

SECTION 1 - APPROVAL OF ADDENDUM TO AGREEMENT. That execution of an Addendum to the Emergency Medical Services License Transfer Agreement dated September 25, 2018, in substantially the same form as attached hereto, is hereby authorized and approved.

SECTION 2 - EXECUTION OF ADDENDUM TO AGREEMENT. That the City Administrator is authorized to execute the Agreement and all documents necessary or incidental to the performance thereof, and the City Clerk is authorized to attest to the same.

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 18th day of December, 2018.

Michael McDonough, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

Addendum to Emergency Medical Services License Transfer Agreement

This Addendum to the Emergency Medical Services License Transfer Agreement is made this ___ day of _____, 2018 by and between the City of Raytown (hereinafter “the City”, and the Raytown Fire Protection District (hereinafter “Fire”).

WHEREAS, the Parties entered into the Emergency Medical Services License Transfer Agreement (hereinafter “the Agreement”), on the ___ day of _____ 2018, and;

WHEREAS, in the Agreement, the City agreed to acquire a new ambulance at a cost not to exceed \$166,350.00 on specifications provided by Fire, and;

WHEREAS, the City is in the process of acquiring that ambulance, and;

WHEREAS, the cost is anticipated to exceed the cost of \$166,350.00.

NOW THEREFORE, it is agreed by the Parties as follows;

1. The City shall acquire the new ambulance under specifications set by Fire at a total cost not to exceed \$178,454.00.
2. Fire shall submit payment to the City at the excess cost of \$12,104.00 upon request by the City upon payment of the full purchase price of the new ambulance. Any addition final costs of the ambulance will be addressed by further Addendum to the Agreement.
3. That in the event the Agreement is terminated under the provisions of the Agreement, and the City shall reacquire the Emergency Medical Services, the City shall repay Fire a portion of the reimbursed funds of \$12,104.00 pro rated over the life of the ambulance, from the date of the acquisition of the ambulance to the date of return of the ambulance to the City.
4. That in all other respects the Agreement is reaffirmed and restated in full.

In witness whereof, the Parties have set their hand and seal the day and year first above written.

City of Raytown

Raytown Fire Protection District

By:_____

By:_____

CITY OF RAYTOWN
Request for Board Action

Date: December 14, 2018
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Resolution No.: R-3165-18

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____



Action Requested: Approve a resolution for a budget amendment.

Recommendation: Approve the resolution.

Analysis: The Capital Sales Tax Fund has \$166,350 budgeted for EMS Ambulance chassis and conversion. There are 2 components to the ambulance purchases (\$47,057 - Chassis + \$131,397 - ambulance conversion = \$178,454). The Raytown Fire Protection District has agreed to provide funding to the City for the difference between the estimated total cost of the ambulance and the amount of funds budgeted (\$178,454 – \$166,350 = \$12,104).

Alternatives: Do not approve resolution.

Budgetary Impact:

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

Capital Sales Tax Fund

Revenue:

Raytown Fire District 205.72.00.100.43505 \$12,104

Expenditure:

Capital Sales Tax Fund 205.72.00.100.57000 \$12,104

A RESOLUTION AMENDING THE FISCAL YEAR 2018-2019 BUDGET RELATED TO CAPITAL EXPENDITURES

WHEREAS, pursuant to Resolution R-3134-18, the Fiscal Year 2018-2019 Budget was approved on October 16, 2018; and

WHEREAS, it is necessary to reprioritize funds related to capital expenditure and amend the Fiscal Year 2018-2019 Budget; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to reprioritize the funds 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 Fiscal Year 2018-2019 budget approved by Resolution R-3134-18 is hereby amended as follows:

FROM:	TO:
205.72.00.100.43535	205.72.00.100.57000
\$12,104	\$12,104
Capital Expenditures	Capital Expenditures

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 18th 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: December 18, 2018
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Resolution No.: R-3157-18

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Board of Aldermen approval of the purchase of a new Ford F-550 chassis from Shawnee Mission Ford off the Johnson County, KS Cooperative Purchasing Agreement, to be delivered to Osage Ambulance/Emergency Services Supply for conversion into an ambulance. The cost is \$47,057.00 and is part of a cooperative bidding situation.

Recommendation: Staff recommends approval as submitted.

Analysis: The City of Raytown's current ambulances are model year's 2012, 2014 and 2016. This purchase will be an addition to the current fleet and the 2012 model year ambulance will become a 4th unit, which will be used less frequently.

This purchase is through a cooperative contract with the Mid America Council of Public Procurement, MACPP. Johnson County KS is the lead agency of the cooperative contract this year.

This purchase is part of a contractual agreement with the Raytown Fire Protection District.

The Capital Sales Tax Fund has \$166,350 budgeted for EMS Ambulance.

Alternatives: Do not make this purchase and direct staff to look for other alternatives.

Budgetary Impact:

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

Amount to Spend: \$47,057.00
Fund: Capital Sales Tax Fund
205.72.00.100.57000

Additional Reports Attached: Shawnee Mission Ford quote, MACPP Renewal Contract, and the Johnson County Original Contract.

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF A 2019 FORD F-550 OFF THE JOHNSON COUNTY, KANSAS COOPERATIVE PURCHASING CONTRACT IN AN AMOUNT NOT TO EXCEED \$47,057.00

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing equipment from competitive bids awarded by other governmental entities through the cooperative bidding process; and

WHEREAS, Johnson County, Kansas has competitively bid and awarded a contract to Shawnee Mission Ford for the 2019 Ford F-550; and

WHEREAS, such vehicle is necessary for efficient Emergency Medical Services operations within the City; and

WHEREAS, funds for such purpose are budgeted from the Capital Sales Tax and such expenditure is recommended by the Special Sales Tax Review Committee on December 11, 2018 as being consistent with voter intent; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve the purchase of one 2019 Ford F-550 from Shawnee Mission Ford off the Johnson County, Kansas Cooperative Purchasing Contract (No. 2016-002) in an amount not to exceed \$47,057.00;

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

THAT the purchase of one 2019 Ford F-550 from Shawnee Mission Ford off the Johnson County Kansas Cooperative Purchasing Contract (No. 2016-002) in an amount not to exceed \$47,057.00 is hereby authorized and approved;

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 18th day of December, 2018.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

Shawnee Mission Ford, Inc.

11501 SHAWNEE MISSION PARKWAY • P.O. BOX 3179
SHAWNEE, KANSAS 66203-0179 • 913/631-0000 • FAX 913/268-6521
WWW.SHAWNEEMISSIONFORD.COM

December 3, 2018

Tony Mesa
Damon Hodges
City of Raytown

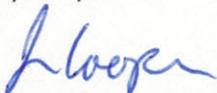
2019 Ford F-550 Regular Cab & Chassis 4x4 108" CA (F5H /193)
19,500 GVWR

Exterior: Race Red (PQ)
Interior: 40/mini console/40 (LS)

Base Price:	\$31,270
Options:	
• 4x4 (F5H)	\$2,699
• 108" CA (193")	\$331
• Ambulance Prep (47A)	\$1,108
• Daytime Running Lights (942)	\$41
• Shift on the Fly (213)	\$171
• 6.7L Diesel (99T)	\$8,175
• Engine Block Heater (41H)	\$83
• 40/mini console/40 (LS)	\$327
• Cruise Control (525)	\$216
• Traction Tires (TGB)	\$197
• Power Group (90L)	\$841
• XL Décor Group (17F)	\$203
• 4.88 Limited Slip (X4N)	\$332
• 19500 GVWR (68M)	\$1,063
• Manual Regen (98R)	\$included with Ambulance Package
• Spare Tire	\$included in base price
• Cargo Lamp	\$included in base price
• PTO Provision	\$included in base price
Total	\$47,057

Thank you for your time and interest.

Sincerely,
Jay Cooper



Government Fleet Sales

MODIFICATION OF CONTRACT
JOHNSON COUNTY, KANSAS

1. Modification No.: 1 Effective Date: 11/16/2017	2. Contract No.: 2016-002 Effective Date: 11/15/2016
3. Purchasing Administrator: Dale Bauer Telephone Number: (913) 715-0591 E-Mail: dale.bauer@jocogov.org	4. Contractor-Name and address: Shawnee Mission Ford 11501 Shawnee Mission Parkway Shawnee, Kansas 66203 PH: 913-631-0000 Attn. Jay Cooper - Fleet Sales jay.cooper@shawneemissionford.com
4. Issued By: Johnson County, Kansas Treasury and Financial Management, Purchasing Division County Administration Building 111 South Cherry Street, Suite 2400 Olathe, KS 66061-3486 913-715-0525	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt.</u> Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided. *	
7. DESCRIPTION OF MODIFICATION: Exercise option to renew this contract for (1) additional twelve (12) month period per Bid Section 4, page 6 of the original bid documents. This extends the contract through 11/15/2018. There will be one more renewal remaining on this contract for the 2019 Model Year Vehicles. Pricing is based on the 2016-002 renewal submission dated 10/12/2017.	
8. Contractor's Signature <u>J Cooper</u> Name <u>Coop Fleet Sales</u> Title <u>11-30-17</u> Date	9. Johnson County, Kansas By: Purchasing Manager
10. Distribution: Original - Bid File Copies - Departments as applicable Surety Company	This day 29 th NOVEMBER , 2017

JOHNSON COUNTY
KANSAS
**Treasury & Financial
Management**

JOHNSON COUNTY, KANSAS
Purchasing Division
(913) 715-0525

Distribution:
Dated:

Original--Supplier
Copy--User &
Department

CONTRACT
FOR SERVICES, SUPPLIES
MATERIALS OR EQUIPMENT

THE COUNTY OF JOHNSON, KANSAS acting through its Board of County Commissioners does hereby accept, with modifications if any, the bid of: Shawnee Mission Ford

Bid Number 2016-002. Closing Date of: October 4th, 2016.

A copy of the Supplier's electronically submitted bid is attached, items not awarded, if any, have been deleted. The bid and any addendum attached is made a part of this contract.

No financial obligation shall accrue against the County until Shawnee Mission Ford shall make delivery pursuant to order of the Purchasing Manager.

The Purchasing Manager for Johnson County, Kansas shall be the sole judge as to the fact of the fulfillment of this contract, and upon any breach thereof, shall, at his or her option, declare this contract void, and for any loss or damage by reason of such breach, whether this contract is annulled or not, said Supplier and the surety on said bond shall be liable.

Contract is effective from 11/17/2016 through 11/16/2017.

A brief description of the product and/or service follows: 2017 Model Year Vehicles as per IFB No. 2016-002

The contract consists of the following:

Bid Number 2016-002 Vendor bid dated: October 4th, 2016

Special attachments: Bid Tabulation

The contract, including terms and conditions of the bid, is extended to any Municipality, City, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institute, Special Governmental Agency and Non-Profit Corporation performing governmental functions that are located within the Greater Kansas City Metropolitan Trade Area. Eligible agencies may include members of MARC, the Mid-America Council of Public Procurement of NIGP (MACPP) or members of any chapter affiliate of the Institute of Public Procurement NIGP (www.nigp.org)

All modifications to this contract must be in writing signed by the County's Purchasing Manager.

JOHNSON COUNTY, KANSAS

By: Robin Lynes

Robin Lynes, Purchasing Manager

Dated: November 18th, 2016

CITY OF RAYTOWN
Request for Board Action

Date: December 14, 2018
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Resolution No.: R-3158-18

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Board of Aldermen approval of the purchase of a new Osage ambulance coach and related components, including installation, from Emergency Services Supply.

Recommendation: Staff recommends approval as submitted.

Analysis: The City of Raytown current ambulances are model year's 2012, 2014, and 2016. This purchase will be an addition to the current fleet, and the 2012 model year ambulance will become a 4th unit and used less frequently.

This purchase is through a cooperative contract with the St. Charles County Ambulance District. St. Charles 2018 ambulance purchase bid document is attached.

This purchase is part of a contractual agreement with the Raytown Fire Protection District.

A contingency of 5% will be added for unforeseen additions or changes that may be needed for the conversion. $\$125,140 + 5\% (\$6,257) = \$131,397.00$.

The Capital Sales Tax Fund has \$166,350 budgeted for EMS Ambulance. These 2 ambulance purchases $\$47,057 + \$131,397 = \$178,454$. The Raytown Fire Protection District has agreed to pay for the expenses over the City's budgeted amount of \$166,350.

Alternatives: Don't make this purchase and direct staff to look for other alternatives.

Budgetary Impact:

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

Fund:	Capital Sales Tax Fund
	205.72.00.100.57000
Amount to Spend:	\$131,397.00

Additional Reports Attached: Osage Ambulance Order Form, West Overland Cooperative Purchasing Letter and the St. Charles ambulance bid document.

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF A NEW AMBULANCE CONVERSION FROM OSAGE AMBULANCE/EMERGENCY SERVICES SUPPLY OFF THE ST. CHARLES COUNTY AMBULANCE DISTRICT BID IN AN AMOUNT NOT TO EXCEED \$131,397.00

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing equipment from competitive bids awarded by other governmental entities through the cooperative bidding process; and

WHEREAS, St. Charles County Ambulance District has competitively bid and awarded a contract to Osage Ambulance/Emergency Services Supply for the Ambulance Conversion; and

WHEREAS, such vehicle is necessary for efficient Emergency Medical Services operations within the City; and

WHEREAS, funds for such purpose are budgeted from the Capital Sales Tax and such expenditure is recommended by the Special Sales Tax Review Committee on December 11, 2018 as being consistent with voter intent;

WHEREAS, the City of Raytown finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the purchase of one Ambulance Conversion from Osage Ambulance/Emergency Services Supply off the St. Charles County Ambulance District Bid (#1045) in an amount not to exceed \$131,397.00; and

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

THAT the purchase of one Ambulance Conversion from Osage Ambulance/Emergency Services Supply off the St. Charles County Ambulance District Bid (#1045) in an amount not to exceed \$131,397.00 is hereby authorized and approved;

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 18th day of December, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

Qty	CHEVROLET G-SERIES TYPE III - 2018 CHASSIS ONLY	Total
	Chevrolet 2148 Warrior III G3500 - Gas	Estimate
	Chevrolet 2168 Super Warrior III G4500 - Gas	Estimate
	CHEVROLET G-SERIES TYPE III - 2018 CONVERSION ONLY	
	Chevrolet 2148 Warrior	
	Chevrolet 2168 Super Warrior	
	FORD E-SERIES TYPE III - 2018 CHASSIS ONLY	
	Ford 2148 Warrior III E350 - GAS	Estimate
	Ford 2168 Super-Warrior III E450 GAS	Estimate
	FORD E-SERIES TYPE III - 2018 CONVERSION ONLY	
	Ford 2148 Warrior	
	Ford 2168 Super-Warrior III	
	MERCEDES-BENZ SPRINTER - 2018 CHASSIS ONLY	
	Mercedes-Benz Sprinter Diesel Chassis	Estimate
	MERCEDES-BENZ SPRINTER - 2018 CONVERSION ONLY	
	Mercedes-Benz Sprinter 2148 Warrior III	
	FORD F-SERIES TYPE I - 2018 w/UREA - D.E.F. - CHASSIS ONLY	
	(Call for Chassis Availability)	
	F-350, 169" WB, 4x2	Estimate
	F-350, 169" WB, 4x4	Estimate
	F-450, 169" WB, 4x2	Estimate
	F-450, 169" WB, 4x4	Estimate
	F-450, 193" WB, 4x2	Estimate
	F-450, 193" WB, 4x4	Estimate
1	Option: Liquid Spring Suspension (Front: 110lbs, Rear: 230lbs)	<u>\$9,000.00</u>
	FORD F-SERIES TYPE I - 2018 CONVERSION ONLY	
	Ford 2148 Warrior I	
1	Ford 2168 Super-Warrior I	<u>\$89,910.00</u>
	RAM TYPE I w/UREA - 2018 CHASSIS ONLY	
	4500 168" 4X2	Estimate
	4500 168" 4X4	Estimate
	4500 192" 4X2	Estimate
	RAM 5500 192" 4 x 4 Chassis	
	Option: Liquid Spring Suspension	
	RAM TYPE I 2018 CONVERSION ONLY	
	RAM 2148 Warrior I	
	RAM 2168 Super-Warrior I	
	Freightliner / International TYPE I - 2018 CONVERSION ONLY	
	2168/Freightliner / International Med-Duty	

- Warrior: 148" L x 68" Headroom
- Super Warrior: 168" L x 72" Headroom
- Aluminum Diamond Plate Running Boards
- Rear Mud Flaps
- Totally "Seamless" Body Construction
- Exterior Side & Roof Panels .125" Aluminum
- One-Piece Exterior Side Panels
- One-Piece Crowned Roof
- Frame Members 2" x 2" Aluminum Tubing
- Frame Members on 12" Centers or Less
- Diamond Plate Shields:
 - Across Lower Rear of Body
 - Across Lower Front of Body
 - Lower 1/3 of Entry Doors
- All Exterior Doors "Pan-Formed" / Extruded Double Break Construction

- Two Red Whelen 2x5 LED Mounted in grill
- Two Red Whelen 7x3 LED Intersection Lights Mounted in Front Fenders
- Eight Red LED Whelen 9x7 Modular Lights
- One Clear LED Whelen 9x7 Front Modular Light
- One Amber LED Whelen 9x7 Rear Modular Light
- Two Optic Whelen 9x7 Scene Lights Per Side

- 8" Belt Line Paint Stripe
- Base Coat / Clear Coat Modular Paint

- Digital Voltmeter
- Audible Low-Voltage Alarm
- Weldon V-Mux Electrical System w/ Load Management & Sequencing System
- Wiring Color-Coded and Heat Embossed Every 6" w/ Function
- Power Distribution Panel Easily Accessible Via Hinged Access Door in Action Area
- One Piece Molded Front Switch Console
- Hinge Mounted Attendant Switch Console
- Control Console Backlighting Dimmer

- All Vertical Corners 1" Radii
- Stainless Steel Aisle Panel, Left Side, Full Length x 18" x .060"
- Lon-Plate, non skid Vinyl Flooring Rolled 3" Up Both Sides of the Aisle
- EMT Seat, Pedestal Mounted Deluxe **Seamless** Vinyl Captains Chair w/3-Pt Belt
- CPR Seat, three piece, molded contoured cushions
- Squad Bench
- Retractable Seat Belts for All Locations
- Handicap Style, 1 1/2" Diameter, Full Length, Stainless Steel Overhead Grab Rail. This Rail shall be treated with Agion Anti-Bacterial Coating.
- Handicap Style, 1 1/2" Diameter, Stainless Steel Door Pulls on Patient Compartment Doors. These Bars shall be treated with Agion Anti-Bacterial Coating.
- Padded Bulk-Head Cabinet Doors
- ALS Compartment w/ In/Out Access

MODULE

- All Body Openings "Seamless"
- All Door Latches Mounted Behind Gaskets
- Exterior Compartment @ Front Left for Storage of Oxygen Tank and Back Boards
- Exterior Compartment Adjustable Shelving
- Exterior Compartment Lighting
- Cast "Grabber" Door Holders
- Lower Body Impact Rub Rails
- Polished Stainless Steel Fenderettes
- Grip Strut Rear Step Bumper w/ 4" x 18" Dock Bumpers
- Automotive Undercoating

WARNING SYSTEM

- Two Optic Whelen 9x7 Rear Load Lights
- Primary / Secondary Switching
- Carson SA 400 Siren
- Siren / Horn Switch
- Cast Siren Speaker
- Rear DOT Lighting Whelen LED 4x6 w/ Chrome Flanges: Red Tail / Brake, Amber Arrow Turn
- Reverse are halogen

PAINT & MARKINGS

- "No Smoking" & "Fasten Seat Belt" Signs
- Ambulance / Star-of-Life Decals

ELECTRICAL

- Battery Switch Activated via Ignition Switch
- Open Door Warning Light
- Hand Held 300,000 CP Spotlight
- Whelen Dual Intensity LED Patient Compartment Dome Lights
- Exterior Weatherproof Shoreline Receptacle
- Two Interior 110V Duplex Receptacles
- Two Interior 12V Cigar Style Receptacles
- One Pre-Wire Antenna Cable
- Electrical Back-up Alarm

INTERIOR

- R-29 Reflectics Insulation Through-out Module
- Thermostatically Controlled Patient Compartment Heat & Cool System
- 3-Speed Manual Fan Control
- Rear Heat & Cool Unit Mounted Floor Level;
 - * Moisture Drains Directly Through Floor
 - * Short Coolant Circulation Distance
 - * Eliminates Vertical Circulation of Coolant
 - * Unit Easily Accessible for Maintenance
- Overhead Air Distribution w/ Floor Level Filtered Air Return for Optimum Circulation
- Two Recessed, Swing-up Dual IV Hangers
- "Zico" Retaining Bracket for Oxygen "M" Cyl
- Three "Ohio" Oxygen Outlets
- SSCOR Suction System
- Locking Sharps Container (Shipped Loose)
- Locking Drug Compartment
- Digital Clock
- Stryker "Performance Load" Cot Fastener
- **Seamless Seat Cushions**

EMERGENCY & EXTERIOR LIGHTING & SIREN OPTIONS

Continued

Qty	Whelen Smart Linear LED's	Total
	W-24 Change 900 LED to 900 Halogen	
	W-25 Additional 900 Solid LED, R, B or A	
	W-26 Additional 900 Solid LED, C or G	
4	W-27 Additional 900 R/B or R/A LED	\$1,300.00
2	W-28 Additional 900 R/C or B/C LED	\$690.00
	W-29 Upgrade 900 LED to Solid C or G	
8	W-30 Upgrade 900 to Split R/B or R/A Ten Red/Blue Two Red/Amber	\$160.00
1	W-31 Upgrade 900 to Split R/C R/C on Front of Box alternate with the Red/Blue	\$40.00
	W-32 700 LED I.L.O. 500 LED	
2	W-33 Additional 700 LED R, B or A Red over rear wheel wells	\$390.00
	W-34 Additional 700, R/B or R/A	
	W-35 Additional 700 LED All or 1/2 Clr	
	W-36 Upgrade 700 to R/B or R/A	
	W-37 Upgrade 700 to All or 1/2 Clr	
	W-38 Additional 600 LED, R, B or A	
	W-39 Additional 600, R/B or R/A	
	W-40 Additional 600 LED All or 1/2 Clr	
	W-41 Additional 500 LED, R, B or A	
	W-42 Additional 500, R/B or R/A	
2	W-43 Additional 500 LED, All or 1/2 Clr Two Clear on lower section of Grill	\$400.00
	W-44 Upgrade 900 to M9 LED, R	
	W-45 Upgrade 900 to M9, Amber, Blue, R/B, R/A	
	W-46 Upgrade 900 to M9, All or 1/2 Clear	
	W-47 Additional M9, Red	
	W-48 Additional M9, B, A, R/B, R/A)	
	W-49 Additional M9 (All or 1/2 CLR)	
	W-50 Upgrade 500 or 700 to M6 Red	
	W-51 Upgrade 500 or 700 to M6 B, R/B, or R/A	
	W-52 Upgrade 500 or 700 to M6 All or 1/2 CLR	
	W-53 Additional M6 LED, Red	
	W-54 Additional M6 LED, B or A	
	W-55 Additional M6 LED, All or 1/2 Clr	
	W-56 Upgrade 500 or 700 to M7 Red	
	W-57 Upgrade 500 or 700 to M7 B, R/B, or R/A	
	W-58 Upgrade 500 or 700 to M7 All or 1/2 CLR	
	W-59 Additional M7 LED, Red	
	W-60 Additional M7 LED, B, A, R/B, R/A	
	W-61 Additional M7 LED, All or 1/2 Clr	
	W-62 Whelen ION	
8	W-63 Add Any Light to Interior of Door (Add to Light Price)	\$280.00

Specify Flash Pattern to set LED's to **RANDOM**

LED's to be: **XXX** Unsynchronized _____ Synchronized on K Flasher

Qty	Scene Lights	Total
6	W-64 Whelen 90COENZR 24-DIODE Scene Light, Upgrade	\$2,280.00
	W-65 Whelen 90COENZR 24-DIODE Scene Light, Additional	
	W-66 Whelen 700 Scene to LED Upgrade	
	W-67 Whelen 700 Scene to LED Additional	
	W-68 M9 LED Scene, Upgrade	
	W-69 M9 LED Scene, Additional	
	W-70 Upgrade 600 Reverse Lights to LED (Pair)	
	W-71 Pioneer Single w/Flange, Upgrade PFP1	
	W-72 Pioneer Spot & Flood w/Flange, Upgrade PFP2	
	W-73 Pioneer Single w/Flange, Additional PFP1	
	W-74 Pioneer Spot & Flood w/Flange, Additional PFP2	
	W-75 Upgrade Brake/Tail to M6 (Pair)	
	W-76 Upgrade Turn to M6 (Pair)	
	W-77 Upgrade Reverse to M6 (Pair)	

		ELECTRICAL OPTIONS		
Qty		Inverters, Chargers, Batteries, Shorelines & Outlets		Total
	E-01	Pre-Wire for Vanner Inverter with Remote Switch (Specify Model if not Vanner)		
	E-02	Vanner 1000W Inverter, Model 20-1000-TUL-DC		
1	E-03	Vanner Inverter / Conditioner w/ Remote Switch, Model 20-1050-TUL-DC		<u>\$1,550.00</u>
Choose One: Inverter on with ____ Ignition __X__ Switch in Rear Panel				
	E-04	Iota P.C. 30 Battery Charger		
	E-05	Iota P.C. 45 Battery Charger (Requires 30 Amp Shoreline)		
NOTE: BATTERY CHARGER REQUIRED IN KKK-F				
	E-06	Add 2nd 20amp shoreline and circuit		
	E-07	OEM Batteries Mounted in Slide Out Tray in Exterior Battery Compt. (N/A on Type I)		
	E-08	Additional (3rd) Matching Battery (Requires Ordering Exterior Battery Compartment)		
	E-09	Twist Lock 30 Amp Shoreline		
1	E-10	Kussmaul Auto Eject Shoreline Plug, 20 Amp		<u>\$375.00</u>
	E-11	Kussmaul Auto Eject Shoreline Plug, 32 Amp		
1	E-12	Shoreline Indicator at Shoreline		<u>\$210.00</u>
	E-13	Ammeter		
Qty		Outlets & Interior Lighting		Total
1	E-14	110 V Outlet, Additional per Outlet		<u>\$75.00</u>
1	E-15	12V DC Outlet, Cigar Style, Additional per Outlet Hot unless otherwise specified		<u>\$50.00</u>
	E-16	USB Outlet		
	E-17	Single Overhead Reading Light in Cab		
	E-18	Federal Little Lite		
	E-19	LED Federal Little Lite		
	E-20	Check-Out Lights, 2 - 12 Volt LED, 36".		
	E-21	Additional LED Check Out Lights (Per Light)		
	E-22	Interior Cabinet Lighting w/On/Off Switch Mounted in Action Panel (LED)		
1	E-23	Power Door Lock Control Head		<u>\$330.00</u>
3	E-24	Power Door Lock Per Door		<u>\$420.00</u>
	E-25	LED Lights (3) Above Rear Entry Doors (Brake & Turn)		
	E-26	Whelen Round LED Domelights w/Chrome Flange (Upgrade per Lt)		
	E-27	Whelen Rectangular LED Domes (Upgrade per Light)		
	E-28	Intertech Round LED Domes (Upgrade per Light)		
	E-29	Additional Dome Lights (Add to Cost of Upgrade Light, if Ordered)		
Qty		Switches & Secure Idle		Total
	E-30	(3) Switch Auxiliary Panel		
	E-31	Extra Switch & Pre-Wire (Separate From V-MUX System)		
1	E-32	Hidden Switch at rear license plate for Door Locks		<u>\$175.00</u>
	E-33	Secure Idle System (N/A on RAM)		
	E-34	2nd Switch Panel on Curbside Wall		
Qty		Pre-wires, Radios, Intercom, & Clocks		Total
	E-35	Antenna Pre-Wire, (additional per Pre-Wire)		
	E-36	Pre-Wire & Ground for Radio, (additional per Pre-Wire)		
	E-37	Two Radio Speakers in Patient Compartment		
	E-38	Volume Control for Rear Speakers Mounted in Action Area		
	E-40	Intelli-Tech Time Manager		
	E-43	Carbon Monoxide Monitor		

Qty	ELECTRICAL OPTIONS		Total
	Continued		
Qty	V-Mux Options		Total
<u>1</u>	E-46	Warning Lights in Secondary w/Park Brake or Park ("Park" n.a. on some chassis) SEE BELOW	<u>nc</u>
	E-47	Park Brake Override Switch	<u>nc</u>
	E-48	Full Set of Diagnostic Screens (w/Vista IV Upgrade Only)	<u>nc</u>
	E-49	Truck Information Screen (w/Vista IV Upgrade Only)	<u>nc</u>
	E-50	Up to 10 Intensities on Dome Lights (Off-Hi-Lo is Standard)	<u>nc</u>
	E-51	Up to 10 Speeds on Exhaust Fans (Off-On is Standard)	<u>nc</u>
	E-52	Custom Flash Patterns (Specify on Page 9)	<u>nc</u>
<u>1</u>	E-53	Rear Flashers on in Reverse	<u>nc</u>
<u>1</u>	E-54	Side Scene on in Reverse	<u>nc</u>
<u>1</u>	E-55	Brake Override	<u>nc</u>
	E-56	Custom Load Sequencing (On or Off) (Specify on Page 9)	<u>nc</u>
	E-57	Custom Load Shedding (Specify on Page 9)	<u>nc</u>
	E-58	Upgrade Switches to Vista IV Screens	
	E-59	3rd Vista IV Monitor in Rear	
	E-61	3-Switch Pod & 3-Lights for Silent Intercom	
	E-62	Reverse Camera Tied into V-MVX Screen (w/Vista IV Upgrade Only)	
	E-63	O2 Sensor for V-MVX System (Requires Ordering M-14) (w/Vista IV Upgrade Only)	
	E-64	GPS Module (w/Vista IV Upgrade Only)	
	E-65	Exterior Temperature Readout (w/Vista IV Upgrade Only)	
	E-66	Ammeter Readout (w/Vista IV Upgrade Only)	
	E-67	V-Mux Diagnostics Kit	
Qty	HVAC Systems		Total
	E-68	110V Heater in Patient Compartment w/ 2nd Shoreline	
	E-69	Danhardt 110V Heat/Cool Unit Installed in Squad Bench	
	E-70	Stadco Model CP6 Diesel 6KW Liquid Cooled Generator (S-Warrior Only)	
	E-71	Norcold 1.7 cubic feet Refrigerator	
	E-72	Dometic Refreigerated Drawer CD-030	
	E-73	IV Warmer Pad, (Pet Pad) (110V)	
	E-75	IV Warmer Pad, (Smithworks) (12V)	
	E-76	Digital Thermostat	
	E-77	Auxiliary Condenser	
	E-78	Upcharge to Install Condensor on Front of Module	
Qty	Mirrors, Hind-Sight, Backup Camera, & Spotlights		Total
	E-79	Velvac XG2020 Velvac Heat/Remotes, Black ___ White ___ (Black Std. on G-Cuts)	
	E-80	Same As Above, Chrome	
	E-81	Hind-Sight Sonar Backup Assist	
	E-82	Top Sensor Kit for Hind-Sight Assist	
	E-83	Safety Vision Color Reverse Camera	
	E-84	2nd Camera For Interior	
	E-85	Hansom 7211 Color Reverse Camera	
<u>1</u>	E-86	Hansom 7222 Color Reverse and Interior Cameras	<u>\$1,070.00</u>
	E-87	Go-Light Wireless Remote Control Roof Mount Spotlight, white	
	E-88	Go-Light Wireless Remote Control Roof Mount LED Spotlight, White	
	E-89	Go-Light Wireless Remote Control Roof Mount Spotlight, chrome	
	E-90	Go-Light Wireless Remote Control Roof Mount LED Spotlight, Chrome	
	E-91	Flashing "Fasten Seat Belt" Light w/ momentary cut-off switch-in action area	

INTERIOR OPTIONS

Qty		Laminate & Vinyl	Total
1	I-01	Laminate Top 1/2 of left Aisle Wall	\$250.00
	I-02	Custom Laminate Color	
	I-03	Custom Vinyl Color	

Note Provide Colors:
Laminate Color: GREY NEBULA
 (Standard Colors: Dove Grey, Grey Glace, Grey Nebula)
Vinyl Color: COBALT BLUE
 (Standard Colors: Cobalt Blue, Wedge Wood Blue, Ash Gray, Claret Red, Desert Rose Red)
Lonplate Color: #165 SAPPHIRE
 #176 Pewter, #424 Gunmetal, #165 Sapphire

Qty		Flooring, Aisle, Backboard Slots	Total
	I-04	Lonfloor Flecks #507 Moonstone	
	I-05	Lon-Coin Flooring	Note: Provide Color:
	I-06	Lon-Plate Flooring, Custom Color	Note:
		Provide Custom Color:	
	I-07	Composite Subfloor	

Qty		Seating, Squad Bench, EMT, CPR	Total
1	I-08	Swivel Pedestal for EVS Attendant Seat	\$290.00
		<i>Price to Upgrade EMT Seat:</i>	
	I-09	3-Pt. Child Seat	
	I-10	5-Pt. Bucket Seat	
	I-11	5-Pt. Child Seat	
	I-12	6-Pt. Child Seat	
	I-13	EVS Mobility I w/5-pt, 1769 Seat	
	I-14	5-Pt 1769 Seat, fixed Pedistal, I.L.O. Bench or CPR	
	I-15	Armrest for EVS Seat (Each)	
	I-16	6-Point Seat Belt, Per Position	
	I-17	Aluminum Plates in Wall for Future Installation of 6-Pt. Belts (per seating position)	
	I-18	Tri-Star Individual Back-Rest Pads for Squad Bench (2-Pt. Bolts Only)	
1	I-19	Cargo Net, End of Squad Bench	\$495.00
	I-20	12" Seat Belt Extension	

INTERIOR OPTIONS

Continued

Qty		Doors, Locks, & Latches	Total
<u>1</u>	I-52	Café Double Doors, (Warrior)	\$200.00
	I-53	Full Plexiglas ALS Doors (3/8" Plexiglas, No Frames)	
	I-54	Single Roll-up Shutter on ALS	
	I-55	Lock for Roll-up Shutter on ALS	
	I-56	Lock on Interior Cabinet	
	I-57	Simplex Combination Lock	
<u>16</u>	I-58	Southco Stainless Steel Latches, (per Latch)	\$400.00

Qty		Counter Tops	Total
		Note: Select One of the Following No/Charge Standard Counter Top Colors:	
		Speckled Gray	
<u>1</u>		Speckled Blue	
		Speckled Red	
		Speckled Tan	
	I-59	Speckled Color Finish in Silk Stone Action Area Countertop	
	I-60	Speckled Color Finish in Silk Stone Monitor Shelf Countertop	
	I-61	Swivel Bracket for LP12 or LP15	
		Note: Provide Color of Silk Stone Counter Top if Ordered:	
	I-62	Custom Silkstone Color	

Qty		Sharps, Waste, & Drawers	Total
	I-63	Sharps & Waste Drawer	
	I-64	Tilt-Out Sharps or Waste	
	I-65	Sharps/Waste thru Fiberglass Counter into #2 Compartment (Warrior Only)	
	I-66	Waste Disposal thru Silk Stone Countertop into #2 Outside Compartment	
	I-67	Sharps Disposal thru Silk Stone Countertop into #2 Outside Compartment	
<u>3</u>	I-68	Drawer for General Storage Two 14 x 6 Below Monitor shelf 14 x 4 below front counter	\$975.00
	I-69	Drawer with Flip-up Writing Service	
<u>1</u>	I-70	Sharps & Waste in Bench w/ Flip-Up Plexiglass Lids	\$375.00

Qty		Grab Rails & Bars, Armrests	Total
	I-71	Additional Grab Rail Over Squad Bench	
	I-72	Armrest/Bar at Head of Squad Bench, SS Removable	
	I-73	A-Bar w/Sharps & Waste @ Head of Squad Bench, SS Removable (Warrior Models Only) This Bar shall be treated with Agion Anit-Bacterial Coating	
	I-74	Custom A-Bar	
	I-75	Armrest at Head of Squad Bench, Upholstered	
	I-76	12" Stainless Grab Handle	
	I-77	Make Grab Bar Yellow (Price Each)	

Qty		Insulation & Sound Deadening	Total
<u>1</u>	I-78	Sound Deadening Under Floor	\$500.00
	I-79	3M Sound Deadening on Back of Exterior Compartments	
<u>1</u>	I-80	Delux Insulation on Side Entry Step	\$450.00

EXTERIOR OPTIONS

Qty			Custom Body Size, Compartments, Doors & Door Window	Total
1	C	EX-01	Custom body Length. Fill in Length 172 <i>Please specify if you want #4 and/or #5 Widened at No Charge</i>	\$600.00
		EX-02	4" Additional Cab Recess	
		EX-03	Additional Exterior Compartment, (per compartment)	
		EX-04	Compartment Over Wheel Well w/ Rollout Drawer	
3		EX-05	Change Exterior Compartment Size #1 & #7 to be 20" W #4 to be 32"W x 64" H	\$900.00
		EX-06	Shallow-Depth or Staggered-Depth Compartment	
		EX-07	Deepen #5 2" into Aisle <i>1/2" Available on Sprinter for 17 3/4" I.D. Depth.)</i>	<i>(NOTE: Only 1</i>
1		EX-08	Double Door on Exterior Compartment ILO Single Door L.R. #4	\$400.00
		EX-09	Recessed Pocket in Exterior Compartment Door	
		EX-10	Sliding Windows in Rear Entry Doors (per pair)	
		EX-11	Lower Window in Entry Doors (each)	
		EX-12	Scorpion Lining in Exterior Compartment (Price Per Compartment)	
		EX-13	Scorpion Shelf	
		EX-14	Scorpion Divider	
		EX-15	Dry Deck All Compartments	
		EX-16	Stairchair Bracket	

Qty			Shelves & Dividers	Total
1		EX-17	Adjustable Shelving Unit in Exterior Compartment w/One Shelf up tp 12" wide #5	\$160.00
		EX-18	Adjustable Shelving Unit in Exterior Compartment w/One Shelf 12"-30" wide	
1		EX-19	Adjustable Shelving Unit in Exterior Compartment w/One Shelf 30"-48" wide #4	\$180.00
1		EX-20	Additional Shelf in Exterior Compartment up to 12" wide	\$90.00
		EX-21	Additional Shelf in Exterior Compartment 12"-30" wide	
		EX-22	Additional Shelf in Exterior Compartment 30"-48" wide	
		EX-23	Aluminum Backboard Divider	
		EX-24	Adjustable Backboard Divider	
		EX-25	Roll-Out Tray in Comp.	
		EX-26	Additional Backboard Strap	

Qty			Rear Bumpers & Entry Steps	Total
		EX-27	Flip-up Rear Step Bumper, Aluminum Center Section	
		EX-28	Zico Retractable Side Entry Step	
		EX-29	Zico Manual Step	
		EX-30	Recessed Side Entry Step-Well w/ Remove Able Grip-Strut	
		EX-31	Stainless Kick Plates on Entry Doors (three)	
		EX-32	Smooth Aluminum Kickplates (3)	<u>nc</u>
		EX-33	Dual Interior Emergency Door-Open Handles, Price per Door	
		EX-34	Nylon Retention Strap on Exterior Door	
1	C	EX-35	Drop Skirt Line 4" from Right Rear Wheel to Right Front Corner, Add 2nd Entry Step	\$600.00

		EXTERIOR OPTIONS	
		(Continued)	
Qty		PAINT OPTIONS	Total
	P-01	Second Stripe at Skirtline to Match Beltline	
	P-02	Hockey Stick Design, Single Stripe	
	P-03	Heartbeat Stripe, (Osage Standard Design)	
	P-04	Custom Heartbeat to Match Customers Existing Unit	
	P-05	2nd Stripe, Same Color	
	P-06	2nd Stripe, Different Color	
	P-07	Paint Cab (Door jams included)	
	P-08	½ Red / ½ White Cab & Box (Including Door Jambs)	
	P-09	Red Paint Color, (Additional Materials Cost)	
	P-10	Yellow Paint Color (Add Material Cost)	
	P-11	Wet Sand & Buff	
	P-12	Westsand & Buff roof	
1	P-13	Delete Standard Beltline Paint	(\$400.00)
	P-14	Large SOL on Rear Quarter w/54" Ref. Snake	
Qty		Pinstripe	Total
	P-15	1/4" Reflective Pinstripe	
	P-16	1/2" Reflective Pinstripe	
	P-17	7/8" Reflective Pinstripe	
	P-18	2" & Wider Reflective Stripes, Per Inch of Width	
	P-19	6" 3M Reflective Chevron, One Color	
	P-20	6" 3M Reflective Chevron, Two Alternating Colors	
	P-21	6" Oracal Reflexite Chevron, One Color	
	P-22	6" Oracal Reflexite Chevron, Two Colors	
	P-23	6" 3M Diamond Grade Chevron, One Color	
	P-24	6" 3M Diamond Grade Chevrons, Two Alternating Colors	
	P-25	6" Chevron on Rear Doors, One Color	
	P-26	6" Chevron on Rear Doors, Two Colors	
	P-27	6" Oracal Reflexite Chevron on Rear Doors, One Color	
	P-28	6" Oracal Reflexite Chevron on Rear Doors, Two Colors	
	P-29	6" Diamond Grade Chevron on Rear Doors, One Color	
	P-30	6" Diamond Grade Chevron on Rear Doors, Two Colors	
	NOTE: Chevrons outside & above Rear Doors		
	Fill-in Color(s) _____		
	NOTE: Pinstripe is One Stripe Above and One Below Standard Band		
	PROVIDE THE FOLLOWING IF APPLICABLE:		
	Primary Paint Color		
	Primary Paint Code & MFG		
	Secondary Paint Color		
	Secondary Paint Code & MFG		
	Primary Pinstripe Color		
	Secondary Pinstripe Color		
Qty		Demo Decals	Total
	P-31	Osage Logo Decal	
1	P-32	"Osage" Windshield Decall	\$25.00
Qty		Additional Paint Options & Special Instructions	Total
	<i>Graphics on last truck</i>		
1		Second Stripe at Skirtline to Match Beltline	\$555.00
1		Red Paint	\$475.00
2		2" & Wider Reflective Stripes, Per Inch of Width	\$360.00
1		6" 3M Reflective Chevron, One Color	\$675.00
		Paint top and down side 4"	\$800.00
		Lettering	\$700.00

Qty

Additional Options & Instructions

Total

- A Denotes changes made at contract review 2/21/18
- B Denotes change by bob Zaitz 6/21/18
- C Denotes changes by Kyle Shimmens 9/6/18

ORDER SUMMARY

SUBTOTAL OF OPTIONS: \$ \$26,230.00

(+) BASE PRICE: \$ \$98,910.00

TOTAL UNIT PRICE: \$ \$125,140.00

DELIVERY DATE:

Osage believes the proposed design (identified above with an *) could increase the chance of injury to passengers, and recommends the following:

_____ There would be no additional cost for this change.

_____ The additional charge for this change would be _____

_____ Dealer directs that Osage modify the design as recommended.

_____ Dealer acknowledges the above recommendation, and directs Osage to proceed with the original design.

This recommendation was reviewed with the purchaser, _____

of _____ Date _____

**Endows Responsibility for Full Payment for Unit# J2617
within Three (3) Days of Completion.**

TERMS ARE F.O.B. LINN, MO

OSAGE AMBULANCE WILL NOT BE RESPONSIBLE FOR THE

**THIS ORDER IS NOT BINDING UNTIL SIGNED BY BOTH AN OSAGE
DEALER, AND/ OR AN AUTHORIZED REPRESENTATIVE FOR AN OSAGE
DEALER, AND AN AUTHORIZED REPRESENTATIVE FOR OSAGE
AMBULANCE.**

Robert A. Zaitz 9/29/2017
Signature of Osage Dealer or Authorized Agent Date Signed

Rob Eisterhold 10/2/2017
Signature of Authorized Representative of Osage Ambulance Date Signed

INVITATION FOR BID
 ‘BID #1045 - 2018 Ambulance’

ST. CHARLES COUNTY AMBULANCE DISTRICT
 (Herein referred to as ‘District’)
 4169 OLD MILL PARKWAY
 ST. PETERS, MO 63376



**St. Charles County
 Ambulance District**

SPECIFICATIONS

FOR

BID #1045 – 2018 Ambulance

FOR ADDITIONAL INFORMATION CONTACT:

Jim Fingerhut
 Deputy Chief – Special Operation
 636-344-7642

Bid Closing Date/Time: November 1, 2017 at 12:00 Noon Local Time
 Bid Awarded/Purchase Order Let: Within 90 days of Bid Closing

BIDDERS’ COMPANY NAME Emergency Services Supply
 REPRESENTATIVE Chris Marshall
 TELEPHONE NUMBER 636-699-8235
 E-MAIL ADDRESS cmarshall@osageind.com

1. INTRODUCTION AND GENERAL INFORMATION

The St. Charles County Ambulance District is soliciting competitive, sealed bids from qualified vendors for the purchase of Two (2), Type 1, configuration A ambulances. The St. Charles County Ambulance District reserves the right to reject any and/or all bids and to accept the bid most advantageous to the St. Charles County Ambulance District and not necessarily the lowest priced bid.

A. Organization – This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

1. Introduction and General Information
2. Intent to Bid
3. Specifications
4. Bid Submission Information
5. Pricing page(s)
6. Terms and Conditions
7. Signature

Section II – Bid Specifications

- B. Although an attempt has been made to provide accurate and up-to-date information, District does not warrant or represent that the background information provided herein reflects all existing conditions related to this Invitation for Bid.
- C. All bidders are to include in their bid any and all costs associated with this project including but not limited to materials, equipment, freight, delivery, dealer preparation and set-up, and labor.
- D. Title: All equipment shall remain the property of the seller until delivered to and accepted by the District. Equipment supplied by the District shall remain the property of the District.
- E. Following this section is an “INTENT TO BID” form. In order to receive any addenda to this bid, you must fill out this form and fax it to 636-344-7672.

2. INTENT TO BID – “BID #1045 – 2018 Ambulance”

**I have read this invitation for bid and wish to express my intent to bid.
 Please send me any addenda regarding this bid.**

THIS PAGE MUST BE RETURNED IN ORDER TO RECEIVE ANY ADDENDA TO THIS BID.

RETURN TO:

FAX #: 636-344-7672

Emergency Services Supply

Company

6641 Christopher Dr

Company Address

St. Louis

MO

63129

City

State

Zip Code

314-846-0911

314-846-4445

Telephone Number

FAX Number

cmarshall@osageind.com

E-mail address

Sales Representative

Signature & Title

3. SPECIFICATIONS

This specification covers a new emergency medical care vehicle that is to be built in basic compliance with all the ambulance design criteria of the National Highway Traffic Administration, U.S. Department of Transportation and shall also be based on those basic requirements set forth in the most recent version of the Federal Ambulance Procurement Document KKK-A-1822. The finished vehicle must also be in compliance with all Federal FMVSS safety standards and also be in compliance with NTEA and AMD standards as well as our state ambulance requirements and shall pass state licensing requirements.

The St. Charles County Ambulance District is primarily concerned about dealing with both a reputable dealer and manufacturer that has a proven track record for a quality product and after sale follow up service. Therefore stability of the vendors is of the utmost importance.

Each bidder shall furnish satisfactory evidence of their ability not only to design, engineer, and construct the ambulance we are specifying, but shall also have substantial service capabilities to provide both warranty and non warranty service on all components of the vehicle after the sale. Particular attention shall be given to any and all items affecting the cost of operating and maintaining the ambulance on a daily basis.

The staff of the St. Charles County Ambulance District shall be the sole judge of quality, expertise and compliance with stated requirements and the decision on these topics by the staff of the St. Charles County Ambulance District shall be final.

The Manufacturer or Dealer must have both a business license and a motor vehicle license in the state in which they are based in, as well as full coverage insurance in order for us to give them any consideration. A copy of the vendor's business license, state's motor vehicle dealers license and insurance certificates must accompany the bid proposal. Failure to supply any of these documents will indicate that the bidder cannot fulfill the terms of the agreement, is considered non responsive and therefore their bid proposal will automatically be considered ineligible for award.

Unless otherwise specified, all units bid shall be new, 2017 chassis year or greater, in undamaged condition, delivered to the St. Charles County Ambulance District and shall meet the following minimum specifications:

See section II

HOW TO TAKE EXCEPTIONS TO THESE SPECIFICATIONS

A complete set of specifications of the units, descriptive literature, date of delivery and warranty information (including copies of the actual warranties and disclaimer to be issued) shall be included with the bid submittal.

Bidders may take exceptions to any part of the bid specifications contained herein. In order to make it easier to review, exceptions shall be documented on a separate page. The exceptions or clarifications to any paragraph MUST be written with the specification page and line the exception is taken for. Submitter may offer alternative to each exception. Failure to write in any exceptions will be an indication that the bidder will supply the item as written without exception.

Each page shall be initialed by the submitter. This indicates the document has been reviewed and unless there is an exception the specifications are accepted as written.

4. BID SUBMISSION INFORMATION

The District welcomes all interested parties to participate in its competitive bid process. Bidders will be expected to submit bids that are in compliance with the terms and conditions as outlined below:

- A. All awards are subject to final approval by the Board of Directors of St. Charles County Ambulance District, or their designated representatives(s).
- B. Bids must be sealed and delivered to District Headquarters on or before the time and date stipulated in the Invitation for Bid document. All late bids will be rejected.
- C. Vendors may submit more than one bid proposal. No penalty or credit will be given for submitting multiple proposals.
- D. Bidders are responsible for reviewing their proposals prior to submission to be certain they can honor all price, terms and conditions offered in bid. Bidders may submit written amendments or withdraw their bid proposals up until the date and time of the scheduled bid closing. Once bids have been opened, all bidders will be expected to honor all prices and terms offered in total. Unit price will prevail in cases of extension errors. Bid default will result in either temporary or permanent removal from the District's list of vendors in good standing.
- E. State of Missouri Sales Taxes are not applicable to sales made to St. Charles County Ambulance District and must be excluded.
- F. The District reserves the right to accept or reject any or all bids received and to purchase from any or all vendors.
- G. Qualifications of Bidder: Each bidder must submit with the bid written evidence of qualifications to furnish the equipment and a list of previous customers of the type of units, equipment, or services bid. Bidders may be required to submit evidence that they have adequate financial and technical ability to furnish and service the equipment, maintain spare parts for maintenance and repair of the equipment, and have an acceptable service record on equipment previously supplied to others.
- H. The Following Documents shall be supplied by each bidder as part of his bid package without exception:
 1. Manufacturers Ford QVM Membership Certificate, up to date.
 2. Certificate of membership by the manufacturer in the AMD, up to date.
 3. Insurance Certificate with current date of coverage for Liability Insurance by the manufacturer.
 4. Copies of Warranties by the Manufacturer covering their product for structural, electrical, standard conversion, paint and corrosion.
 5. Copy of Manufacturers Current KKK-A-1822-F certification from an independent source for the chassis and body being built.
- I. Each Bidder **MUST** include a full detailed set of CAD drawings of the vehicle being bid so that we can get an idea of what each bidder is proposing. They shall include drawings of both exterior

sides, front and rear exterior and the interior from left, right, front and rear views as well as floor and ceiling views.

- J. All questions about the meaning or intent of the Contract Documents or requirements are to be submitted in writing to the Deputy Chief-Special Operations at jfingerhut@sccad.com not less than 14 days prior to the date of bid opening. The last day for clarification shall be 16:30 on October 18, 2017.
- K. Questions thus submitted will be answered by written addenda issued to all prospective bidders who have returned the Bid Intent Form. Oral or other interpretations or clarifications will be void, and do not bind the District. Any changes in specifications will be sent to all bidders in the form of a written addendum. All addenda become a part of the Invitation for Bid.
- L. AMERICAN MADE AND BUILT IN AMERICA
The manufacturer must be an American corporation. The manufacturer's facility where the ambulance is built must be within the continental United States.
- M. Withdrawal of Bids: Bids may be withdrawn by notice in writing only if received by the District prior to bid opening. After bid opening, bids may not be withdrawn and shall remain open for 90 days after bid opening.
- N. Results may be obtained by faxing a request to St. Charles County Ambulance District at 636-344-7675. Please include the name and closing date of the proposal when requesting this information.
- O. Bid Closes:

Bids must be submitted by **12:00 P.M. local time on November 1, 2017**. Only original bid responses will be accepted. **Bids must be placed in a sealed envelope**, and plainly marked "**BID #1045 - 2018 Ambulance**" and must be delivered or mailed to:

St. Charles County Ambulance District
4169 Old Mill Parkway
St. Peters, MO 63376

BIDS RECEIVED AFTER THIS DATE AND TIME MAY NOT BE CONSIDERED.

- P. Offer: All bids offered shall be firm for a minimum of ninety (90) calendar days after bid closing date.
- Q. Determination: St. Charles County Ambulance District reserves the right to be the sole determining party as to which bids meet specifications. Any item, which, in the opinion of the management of the District, does not produce satisfactory results or services, may be returned to the successful bidder as not meeting specifications.
- R. Signature: All bids must be signed by a duly authorized representative of the person, partnership or corporation offering the bid. Failure to sign the Invitation for Bid document will result in automatic disqualification of that bid. The District reserves the right to request written confirmations of persons authorized to sign all bids on behalf of a company.

5. PRICING

SEPARATE PRICE QUOTE SHEET - The bidder shall submit a single quote page sheet at the front of his proposal under a tab listed as “**Price Quote**”. This will make the reading and listing of each bidder’s quotes and terms easy to obtain at the bid opening. The quote page will include the following items.

- A. The cost of the ambulance(s) bid individually, then the total price for all bid units.
- B. Please list the bottom line price ONLY. Do not list any applicable discounts individually. Applicable discounts can be listed separately on a separate page to the rear of the quote page if you so desire.
- C. Terms of sale contract.
- D. Time in days from award of bid for delivery of vehicle(s).
- E. Price shall be FOB St. Charles County Ambulance District.
- F. Signature of Officer of the vendor submitting the bid.

6. TERMS AND CONDITIONS

- A. **NON COLLUSIVE BID CERTIFICATION** - By submitting this bid, the bidder certifies under penalty of perjury, that to the best of their knowledge and belief the following statements are true.
 1. The prices in this bid have been arrived at independently and without collusion or agreement for the purpose of restricting competition, as to any matter relating to pricing with any other bidder or competitor, and
 2. The bid prices which have been quoted in the bid response have not knowingly been disclosed by the bidder prior to the public bid opening to any competitor.

- B. **MANUFACTURERS WARRANTIES SHALL INCLUDE AS A MINIMUM:**

1. A 20 Year warranty on the all aluminum structure of the body as we expect to remount each body at least two times.
2. Three year 36,000 mile ambulance modular standard conversion warranty
3. Six years or 72,000 miles on the electrical system
4. Five year 100,000 mile Paint Warranty, NON PRO-RATED.
5. Five year 100,000 miles Corrosion warranty, NON PRO-RATED

- C. **PRE BUILD AND INSPECTION MEETING AND TRIPS** - The successful bidder shall have a Pre-Construction meeting and inspection meetings with up to three (3) members of our department’s committee as well as the dealer at an agreed upon location. Cost of the meetings shall be at the expense of the Bidder.

1. After the Pre-build meeting, the manufacturer shall supply detailed CAD Drawings of the finalized floor plans both interior and exterior. Once the drawings are approved production may begin.
2. The successful bidder shall provide a mid-point inspection trip to the factory at the approximate time cabinets are being installed. This inspection shall be by at least two (2) members of our department and the dealer representative. This trip should not require more than 3 total days.
3. The successful bidder shall also provide for a Final acceptance inspection trip that shall take place when the vehicle is finished but prior to delivery to our agency. This inspection will take place at the factory by at least two (2) members of this department. Any corrections or modifications that may be needed will be required to be made prior to the ambulance leaving the plant.
4. If the distance to the factory is greater than four (4) hours driving time, then transportation shall be by air. in a commercial aircraft.

5. All costs involved in transportation, lodging and meals for all the trips as well as the cost of the final delivery shall be at the expense of the bidder.
- D. **Contract Terms:** The performance of this Contract shall be governed solely by the terms and conditions set forth in the Contract notwithstanding any language contained in any invoice, shipping order, bill of lading or other document furnished by the Seller at any time. The Acceptance by the District of any goods furnished hereunder accompanied by any such document shall not be construed as an acceptance by the District of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Contract. Any different or additional terms, other than those contained in the Contract, which are contained in any acceptance, acknowledgment, invoice or other document transmitted by Seller to the District are hereby objected to.
- E. This contract will be for a period of (1) year with an option to renew for up to (2) one year periods by mutual agreement of both parties. Chassis pricing and availability are subject to change under the Ford pricing structure. All other items purchased under this agreement may be subject to a price increase at the time of renewal, by mutual agreement. The exact increase or maximum percent increase shall be indicated on the price sheet of this bid packet. Price decreases are allowed at any time. Request for a price increase must be presented to the District at least sixty (60) days before the expiration of the current agreement. If a request for increase is not presented, the prices will remain.
- F. **Compliance with Specifications:** No payment will be rendered for items delivered that fail to meet specifications as offered in bid and all items delivered below specifications must be completely corrected or award will be forfeited to the next lowest bidder meeting specifications.
- G. **Sellers Warranties:** Seller expressly warrants that all articles, material and work covered by this contract will conform to each and every specification, drawing, sample or other description, which is furnished to or is adopted by the District and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the District's acceptance of said material or goods, or by payment for them.
- H. **Bankruptcy or Insolvency:** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, the District may cancel this Contract or affirm the Contract and hold Seller responsible in damages.
- I. **Other:** All bids received by the bid closing date and time will be considered, however, the District reserves the right to reject any and all bids and to waive any informalities in the bidding process. All pages of this bid are to be initialed and returned with the signature page filled out and signed. Failure to do so could result in disqualification of bid.
- J. **DELIVERY AND PAYMENT** - Delivery of the finished vehicle will be over the road under its own power. No vehicle may be shipped by rail or truck.

The finished vehicle will remain in the legal custody of the seller and be covered by their insurance until delivered FOB to:

St. Charles County Ambulance District-Service Center
1987 Lohmar Rd.
St. Peters MO 63376

Vendor shall present to the St. Charles County Ambulance District an invoice for the total cost of the vehicle(s) being delivered at least 14 business days prior to delivery, so that the District will have time to process the paperwork and issue a check. The St. Charles County Ambulance District can't be held responsible nor will they pay any late fees for payment of the ambulance being late due to the vendor not submitting an invoice for payment in a timely manner.

Upon Delivery the vendor shall present to the St. Charles County Ambulance District the following documents.

1. Copy of Invoice for the ambulance
2. Body MSO signed over to the St. Charles County Ambulance District
3. Warranty start form from the ambulance manufacturer filled out for the St. Charles County Ambulance District.
4. One Complete copy of the owner's manual with CAD drawings and wiring diagrams in a notebook format and two sets on a computer compatible device such as a thumb drive or CD.

The St. Charles County Ambulance District will not make payment for any vehicle delivered until the above applicable documents are delivered with the vehicle.

7. SIGNATURE PAGE

I have read and understand this invitation for bid and certify that I am a duly authorized representative of the person, partnership, or corporation offering this bid:

Emergency Services Supply

Company

6641 Christopher Dr

Company Address

St. Louis

MO

63129

City

State

Zip Code

314-846-0911

314-846-4445

Telephone Number

FAX Number

cmarshall@osageind.com

E-Mail address

43-1578010

Federal Tax Identification Number

Sales Representative

Signature & Title

SECTION II – BID SPECIFICATIONS

Chassis:

The chassis shall be supplied by Ford Motor Company as an incomplete vehicle and when completed as an ambulance by the second stage manufacturer shall conform to all applicable Federal Motor Vehicle Safety Standards in force at time of manufacture. The second stage ambulance manufacturer may not remove or replace any component of the chassis with any aftermarket components not listed in these specifications.

A certificate of compliance with all FMVSS requirements shall be attached to the finished vehicle on the chassis door frame post by the ambulance manufacturer.

VEHICLE AND WHEELBASE: The chassis for this ambulance shall be a new 2017 or greater Ford F-450 cab chassis with dual rear wheels, a 193 inch wheelbase and 108 inch cab to axle measurement, with four wheel drive, and ambulance prep package 47A. **GVWR:** The GVWR of the chassis shall be set by the chassis manufacturer at 16,500 lbs.

DIESEL ENGINE: The Diesel engine shall be a Ford 6.7 Liter Turbo diesel with UREA burn emissions system.

TRANSMISSION: The transmission will be a Ford Torqueshift 6 speed automatic with tow / haul feature.

FRONT AXLE: The front axle shall be a 7,000 lb Monobeam from Ford..

REAR AXLE: The rear axle shall be 12,000lb axle from Ford.

REAR AXLE GEAR RATIO: The gear ratio shall be set at 4:10 to 1

FRONT SUSPENSION: The front suspension shall be 7,000lb coil with shock absorbers.

REAR SUSPENSION: Liquid Spring rear suspension system

FRONT BUMPER: Full width Aerodynamic steel, Chrome Plated.

FRONT GRILL: Grill shall be Chrome

BRAKE SYSTEM: Four Wheel Disc brakes with anti-lock system Hydro-boost power assist.

WHEELS: Front and Rear Wheels shall be 19.5” Argent Steel with Stainless Steel Wheel Simulators.

TIRES: Shall be LT225 / 70R x 19.5 load range G Black side wall All Season Tires.

STEERING: Gear Assembly Power Steering.

ALTERNATORS: There will be two (2) OEM installed alternators with a combined output of 320 amps. No add on power systems are acceptable.

BATTERY SYSTEM: There shall be two (2) O.E.M. batteries under the hood installed by Ford.

HORNS: Chassis shall have OEM electric horns controlled off the steering wheel hub.

- 51
52 **STABILIZER BAR:** There will be a Front OEM Stabilizer bar and a bar as part of the rear suspension
53 system.
54
- 55 **RADIO:** The cab shall have installed an OEM AM/FM/CD stereo radio with multiple cab speakers.
56
- 57 **RADIATOR:** The radiator shall be an OEM High capacity for use with ambulance prep package 47A
58
- 59 **HVAC:** High capacity air conditioner and heater with ambulance package 47A
60
- 61 **FUEL TANK:** There shall be a 40 gallon diesel fuel tank installed OEM only.
62
- 63 **D.E.F. TANK:** An 8 gallon Diesel Emissions Fluid Tank with an external fill thru the body between
64 exterior compartments #1 and #2 on left side.
65
- 66 **MIRRORS:** There shall be Ford OEM heated / remote controlled motorized mirrors – with incorporated
67 convex mirrors.
68
- 69 **TRIM AND UPGRADES**
- 70 **CAB TRIM:** The Ford chassis shall be an XLT series with deluxe trim.
71
- 72 • Power Trim package will include power moveable gas and brake pedals;
73 • Tilt steering wheel and cruise control with throttle control thru cruise option;
74 • Power windows with tinted glass and shall include the express down feature
75 • Remote keyless entry feature and the cab shall have power electric door locks **Three (3) KEY**
76 **FOBS TO BE SUPPLIED**
77
- 78 **CAB SEATS:** There will be Two High back cloth captains chairs in the cab.
79
- 80 **RUNNING BOARDS:** There will be heavy duty aluminum diamond plate running boards with grip strut
81 inserts installed on the cab by the ambulance builder. There will be front mud flaps built into the
82 boards. *Additional framing will be welded beneath the running boards to give stronger support.*
83
- 84 **FRONT SUPPLEMENTAL CONSOLE:** The ambulance builder will install a front between seats
85 console that will house, dual cup holders, front switch panel, radio heads, and possibly glove box
86 holders and map book slots. The console will also be equipped with a 110V outlet and a USB
87 port. Design will be finalized at pre build meeting.
88
- 89 **FRONT LICENSE PLATE BRACKET:** The front license plate bracket shall also function as a fold
90 down step as to make for easier access to reaching under the hood while performance
91 maintenance.
92
- 93 **FOG LIGHTS:** A pair of Perlux amber fog lights shall be mounted on the front bumper and
94 independently switched on the front console.
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- 96 **REMOTE DOOR LOCK:** The vehicle shall be equipped with an aftermarket builder installed grill
97 mounted unlock button.
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Ambulance Body and Compartments:

St. Charles County Ambulance District is concerned with liability and warranty issues, so we are mandating that all bidding vendors build their own body, build their own cabinets and totally paint their own body in house. They must be basically a single source vendor.

Module Construction

- Dimensions: body length shall be no less than **174” Long module body.**
- Interior height shall be no less than 72”
- Ground height shall not exceed 114”

The aluminum Frame structure shall be 2” X 2” tubes spaced NO FURTHER APART than 12inches

The Corner extrusions and the roof perimeter extrusions, (The outline frame of the body) shall be made of a special 1/4 inch thick tubed extrusion for superior strength in framing

All exterior corner frame sections, the roof, and side components shall be **fully seam welded.**

The roof, sides and all doors shall be fabricated from Minimum of .125 gauge aluminum sheet stock. We are requesting that the ambulance body superstructure be **fully seam welded** together and not use caulk to cover any seams in the body. We understand that not all builders do this but we would like it for safety reasons and longevity of the body, **so it will be a major factor in the decision process.**

Additional aluminum framing tubes will be welded horizontally into the left and right side walls directly over the wheel wells to add side impact protection

The body line shall be lowered at least 4 to 6 inches on each side. This will allow easier access into the body at the side door and overall higher compartments since those between the front and rear duals will be 4 inches lower. NO EXCEPTIONS.

COMPARTMENTS

Compartments are listed by clear opening width and height. All compartments shall be built without a floor lip. All compartments shall have a “sweep out” floor.

DOOR CONSTRUCTION

- All doors will have access ports to gain access for adjustments without removing the door panels. This is not proprietary and is a major maintenance item.
- Doors shall be built as a seamless over frame. The doors shall be seamless.
- The body door locks and cab door locks shall be tied together so that the electric door locks on both the body and cab shall work together. **ALL** exterior compartments shall have electric locks.
- Compartment doors shall have gas charged hold.
- Any full height exterior door shall have the handles lowered by approximately 4 inches.
- ALL Three patient entry doors shall have **SLIDING windows** . **NO EXCEPTIONS**

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COMPARTMENT #1: Street forward exterior compartment– **22” wide x 84” high.**
This compartment will house Backboards and stair chair and will have three full height dividers.

COMPARTMENT #2: Street side center exterior compartment with dual doors – **42” wide x 36” high**
The compartment will be equipped with two (2) adjustable shelves.

COMPARTMENT #4: Street side rearward exterior compartment with dual doors -**37” wide x 63” high.**
The compartment shall be equipped with two (2) full width adjustable shelves. Upper one third will be open to inside through café style doors.

COMPARTMENT #5: Curb side rearward **22” wide x 84” high** -Main O2 and Autopulse storage compartment. The front most section to house the Main O2 tank and the back most section to open to the interior thru a door on the right rear interior wall to access an Auto Pulse Machine housed in the rear of Compartment #5.

COMPARTMENT #6: Right rear Intermediate, located just rearward of the rear dual wheels-**15” wide x 22” high.** This compartment will be small in overall size.

COMPARTMENT #7: Curbside Right Front ALS compartment. **22” wide x 70” high**
Shall have a 7” wide drawer centered on inside of compartment. There will also be a Zico brand manual pull out step mounted underneath the compartment.

INSULATIONS AND SOUND DEADING

- Extra Heavy Duty Thermal Insulation package. At least double your standard insulation. We are looking for a thermal insulation rating from the materials of approximately R-30 or better.
PLEASE ENTER HERE THE INSUALTION R-FACTOR OF YOUR PACKAGE.
R-_____
- Sound absorbing material and 3M sound tape on top of wheel well inner liner.
- Sound/thermal insulation plus block OR spray foam insulation in module doors.
- Sound absorbing material on exterior side of side door stepwell – enclosed with aluminum cover.
- ADD Hushmat around side door stepwell to reduce road noise.
- Additional layers of sound absorbing material to be installed on the interior exposed walls of the exterior compartments. 3M Sound abatement tape.
- The entire aluminum subfloor shall be covered with 3M Sound abatement tape to significantly reduce road noise. **NO EXCEPTIONS**

BODY TRIM

Stainless steel One Piece module body fenderettes.

Rear bumper

- Flip up center section of rear bumper step will be made of grip strut material.

200 • There will be a Flat Aluminum sheet welded beneath the open grip strut, so that when the step is
 201 folded up, the bottom will be smooth to prevent damage to stretcher legs. **NO EXCEPTIONS.**

202
 203 • Rubber dock bumpers on the rear bumper end caps.
 204

205 South Park brand exterior Door Grab handle installed just rear of the side entry door at beltline.
 206

207 **Interior Cabinets**

208
 209 All cabinets shall be made of heavy duty 3/4 Inch Cabinet grade Birchwood. **No 1/2 inch wood**
 210 **allowed** in the cabinet walls or front. Each cabinet is to be a standalone cabinet with no common walls.
 211

212 Hardware:

213 • Cabinet latches: All cabinet door latches in patient compartment shall be SOUTHCO stainless
 214 steel.

215
 216 • Hinges shall be full length stainless steel piano hinges.
 217

218 • Window handles shall be single piece, full height, edge handles.
 219

220 All the cabinets and walls shall be covered with Matte White Formica .
 221

222 All interior cabinets will have sliding BRONZE LEXAN windows.
 223

224 All interior cabinets will have clear LED lights wired to switches tied into the rear control consoles.
 225

226 Counter tops: All countertops shall be made of seamless Corian style material. Color shall be agreed upon
 227 at the pre-build meeting.
 228

229 Left wall cabinets shall have speed load doors, in addition to the sliding LEXAN doors.
 230

231 The Left wall shall be a combination of cabinets, a CPR seat and a counter
 232

233 CPR seat will be mounted slightly rearward of center of the left wall with vacuum formed seat cushion.
 234 The seat will be double with and have a KKK compliant 6pt. harness belt system.
 235

236 There will be a supply cabinet mounted over the left wall counter that will have sliding LEXAN doors
 237 and will be approximately 27 inches wide and 14 inches high with an infinitely adjustable shelf.
 238

239 There will be a second cabinet rear of the left wall cabinet that will angle 45 degrees to give clear head
 240 strike zone when sitting in the CPR seat. This cabinet will total approximately 17 inches wide and 14
 241 inches high with one permanent shelf midpoint. The cabinet will have a hinged LEXAN door.
 242

243 There will be a Main wall medical cabinet rear of the patient compartment on the left wall. This cabinet
 244 will have adjustable shelves and be full height AFT of the CPR seat.
 245

246 There will be an inside outside cabinet rear of the CPR seat. It will have café style doors and two
 247 adjustable shelves. **The Café doors will be covered with high Gloss White for marker board use.**
 248

249 Left Wall Stainless Steel. There will be Stainless Steel on the left wall from just below the level of the
250 CPR seat cushion down to the floor. The level above the CPR seat cushion shall be Formica.
251 THERE WILL BE NO SEAM. The Formica will be laid over the top of the stainless so that there is no
252 upward seam for fluids to get trapped.

253
254 **FRONT BULKHEAD**

255 The Front Bulkhead shall have a fold up door supply cabinet directly behind the rear facing attendant seat.
256 This cabinet will have a Southco stainless steel latch and gas struts.

257
258 The Front Bulkhead will also have crawl through access to the cab. There will be a recessed door
259 allowing for the crawl through to be closed and secured from the drivers compartment. The door shall
260 have a positive latch to hold the door open while the vehicle is in motion.

261
262 The Right Front Bulkhead shall have multiple cabinets. The ceiling level cabinets will have dual hinged
263 doors with Southco stainless steel latches and shall also be lockable. They will be the full width of the
264 ALS section of the right front bulkhead.

265
266 ALS Cabinet: The Inside Outside section of the right front bulkhead shall have the following cabinets.

- 267 • The Upper level shall have Café style doors with LEXAN inserts and Southco stainless steel
268 latches and one adjustable shelf.
- 269
270 • The middle section shall have a 7 inch Tall full width drawer with a Southco stainless steel latch.
271 There will also be a 12 Volt hot and ground wire installed in the drawer for future install of an
272 I.V. Warmer. The drawer will NOT be accessible from the outside door.
- 273
274 • The Lower section shall have Café style doors to match the upper section.

275
276 **CURBSIDE WALL**

277 The Curbside wall shall be a squad bench approximately 60 inches wide. There shall also be two (2) KKK
278 compliant 6pt. harness belt systems. This system shall be installed in accordance with manufacture's and
279 FMVSS standards.

280 Forward of the squad bench will be a work station as listed below:

281
282 Drawers and Waste Cabinet.

- 283 • Cabinet shall be 20 inches wide measured from side door rearward and no more than 30 inches
284 tall from floor to top counter.
- 285
286 • Just inside the side entry door shall be a large cabinet that will house miscellaneous equipment to
287 include an Sscor VX-2 Portable suction unit in an open cabinet at the bottom section that faces
288 rear ward.
- 289
290 • The primary suction unit will be a Sscor VX-2 suction and will be recessed into the cabinet area
291 just below the drawers and to the aisle side of the trash etc just inside the side door. It will be
292 mounted on a slide out tray with the controls mounted on the face of the cabinet above the suction
293 unit. The tray will slide out of the cabinet to give better access to the attendant.
- 294
295 • There will be a fold out trash container closest to the wall beneath the drawers.
- 296
297 • Above that section will be two (2) equal sized drawers that are full width of the bench area and 4
298 inches high each and will have Southco stainless steel latches.

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- The top of the cabinet will have a counter to hold a Monitor Defibrillator.
- The facing of the fold out cabinet for trash described above as well as the area around the cabinet facing the rear shall be covered with stainless steel. The lip around the Sscor suction unit counter shall have quarter round trim to prevent chipping.
- There will be a cabinet with sliding LEXAN doors facing the rear at ceiling level directly above the monitor shelf forward of the squad bench that will be approximately 12 inches tall, by 18 inches deep and approximately 24 inches out from the right wall.
- There will be a storage area for Two (2) portable Oxygen cylinders just inside the side entry door in the step well area that recesses into the front of the Sharps, suction, monitor cabinet but will not extend above the 18 inch level from the floor, so as to not interfere with the drawers. There will be two Zico brand QRD2 O2 bottle holders mounted in this area.

Curb side and rear wall

There will be Three (3) Glove Boxes built in a cabinet arrangement directly over the side entry door. Glove box size will be presented during the pre-build meeting

There will be Two (2) Glove Box holders mounted into the head padding over the rear doors. Glove box size will be presented during the pre-build meeting.

Curb side wall: There will be small cabinets mounted at ceiling level on the right wall that will be 10 inches high and approximately 5 to 6 inches deep, so as not to violate the NIOSH 43 inch head clearance requirement.

Compartment #5: Interior finish of Compartment #5

- A Norcold Refrigerator shall be installed into the right rear wall at ceiling level just inside the rear doors and above the main O2 bottle and auto pulse storage in the right rear exterior #5 compartment. The Norcold fridge will also have a 8 hour charge guard timer.
- O2 Access door: There will be a LEXAN door at the rear of the right wall that will open to the front section of the right rear #5 compartment to access the Main O2 Bottle regulator to turn the tank on and off.
- Auto Pulse access door: There will also be a Large door from floor height up at the very rear of the right wall that will open to the rear section of the #5 outside compartment to access the Auto Pulse Machine, The door shall have a minimum opening of 95”.

Miscellaneous

Captian’s Chair: The attendant seat at the head of the primary cot will be an EVS Brand with Integrated Child Seat and appropriate seat belts and be mounted on a swivel base. The seat shall have a minimum of a 3 point restraint system The seat shall be equipped with a Left side articulating arm rest.

Fit and Finish

348 All Vinyl upholstery and seat cushions in the vehicle shall be seamless vacuum formed and be COBALT
349 BLUE

350
351 LonPlate flooring will be #165 Sapphire

352
353 Builder will provide several seat belt type restraints to be installed on the counter tops to secure monitors
354 and other medical equipment in place. Exact locations to be determined at pre build meeting.

355
356 **EMERGENCY WARNING SYSTEMS:**

357
358 Master emergency warning light system shall be operated thru the V-Mux screen installed in the cab
359 dashboard. The Electrical system and shall include a load manager and a sequential switching system.

360
361 **Siren and speakers:** Primary siren shall be a Whelen dual amp siren. WHF295 C9 Two (2) Cast
362 Products siren speakers, one recess mounted in each bumper end for the Whelen 295 siren.

363
364 **Air Horns:** Buell Air Horns with dual trumpets mounted beneath the front bumper. One each side.
365 There shall be two activation switches on each side of the front console for the driver and the passenger.
366 Compressor shall be mounted in a sealed cabinet inside Compartment #2. Compressor shall be wired with
367 a manual reset circuit breaker.

368
369 **Whelen warning light package:** All body mounted warning lights and scene lights to have chrome
370 flanges.

- 371
- 372 • Four (4) Whelen 900 series LED warning lights – on the module sides. Two each
373 side.(R/B)/(R/B)
 - 374
 - 375 • Seven (7) Whelen 900 series LED warning lights – on the module front. R/B/R/W/B/R/B
 - 376
 - 377 • Three (3) Whelen 900 series LED warning lights – on the upper module rear. (R/B)/A/(R/B)
 - 378
 - 379 • Two (2) Whelen 900 series LED warning lights - on module rear at window level Wired to
380 Brake Override. Red/Red
 - 381
 - 382 • Two (2) Whelen (R/W) LED warning lights – one on each cab fender.
 - 383
 - 384 • Four (4) Whelen 500 series LED grille lights. One red and One blue, the other Two to be Clear
385 and alternately flash.
 - 386
 - 387 • Two (2) Whelen LED intersection lights mounted over the rear wheels.(Red/Red)

388
389
390 **Scene lights**

- 391 • Two (2) Whelen 900 series 24 Diode LED side scene lights at the rear.
- 392
- 393 • Two (2) Whelen Pioneer PSP1 LED side scene lights at the front. These lights will be
394 independently
- 395 • switched on the front console.

396

- 397 • Curb side scene lights activated by opened side entry door.
- 398
- 399 • Two (2) Whelen 900 series 24 Diode LED rear load lights on the module.
- 400
- 401 • Reverse activated rear load lights and two side scenes on when in reverse.
- 402
- 403 • Nine (9) Whelen LED 500 series lights on the lower most outer portion of all rearward facing
- 404 module doors.
- 405
- 406

407 **DOT lighting**

- 408 • Whelen LED stop/tail lights, and turn lights and back up lights on the module rear.
- 409
- 410 • All tail, brake and back up lights must be above floor level and have chrome flanges. Nothing can
- 411 be mounted in the kick plate below the floor level.
- 412
- 413 • LED clearance lights.
- 414
- 415 • LED Running board lights mounted in the front stone guards to shine on the running board areas
- 416 when cab doors are opened
- 417
- 418

419 **Camera Systems**

- 420 • Camera Back Up System. A color reverse camera shall be installed over the rear doors with the
- 421 viewing screen mounted on the windshield where the mirror would be.
- 422
- 423 • Second patient compartment camera installed with switching capability by driver.
- 424
- 425
- 426

427 **Electrical System:**

428 The electrical system shall be a Weldon V-MUX multiplex electrical system.

429

430 There will be Three (3) control screens. One in the cab, and two in the rear patient compartment.

431

432 Central Grounding System. All devices shall have separate ground wires running to a central ground buss

433 bar which is grounded to the chassis frame.

434

435 Two (2) 20 amp Kussmaull Auto Eject shoreline system with pigtail cord for standard shoreline.

436

437 A LED light shall be mounted on the module side above each of the shoreline auto eject plugs to indicate

438 activation of the shoreline.

439

440 Four (4) 110VAC duplex interior outlets – with master GFI for shoreline/inverter. Locations to be

441 determined.

442

443 A Vanner model 1050 CUL, 1050 watt inverter/55 amp battery charger shall be installed. An on/off

444 switch for the operation of the inverter shall be installed in the action area. The battery charger shall be

445 wired to the chassis batteries and the shoreline so that whenever the external shoreline inlet is energized

446 the battery charger will be activated and keep the chassis batteries charged.

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Two (2) 12 VDC/ dual USB outlets – cigar style installed in the patient area.
 Two (2) 12 VDC cigar style installed in the ALS compartment

Two (2) Radio coax prewires with power and ground wires shall be installed. As specified by Wireless USA.

Stepwell light – White LED The light shall be actuate when side door is open. Style to be agreed upon at prebuild.

The area on the curb wall near the switch panel shall have an LED light. Redundant see below

Eight (8) Whelen dual intensity LED dome lights shall be mounted in the ceiling of the patient compartment.

“Check out” timer for four of the LED dome lights shall be installed on the curb wall just inside the right side entry door.

A clock shall be installed on the wall rear of the side swivel seat..

CURB WALL ELECTRICAL

A third V-Mux switch screen for controlling the components in the rear shall be mounted on the right wall just rearward of the drawers and just below the ceiling cabinets so as to be easily accessible to the attendant on the squad bench.

There will be an LED light installed near the right wall switch panel and above the attendants level that will illuminate the curb side seating area.

There will be a Timer switch for the check out lights, Two (2) 110 Volt duplex outlets and Two (2) 12 Volt USB style outlets mounted on the right wall. Locations to be determined at pre build meeting.

"Specific" electrical schematics for this ambulance shall be provided in an owner’s manual in a notebook binder with all the component literature etc. In addition the entire owner’s manual including wiring diagrams and CAD drawings of the truck shall be included on Two (2) Thumb drives, one attached to the ignition key and one for the office.

PATIENT COMPARTMENT CLIMATE CONTROL

HVAC unit: A Pro-Air Unit with blower motor that shall have permanent magnets and be capable of delivering 650 C.F.M. of air flow, shall be installed in the rear patient compartment street side bulkhead area directly behind the Captain’s seat. Air intake shall be at floor level directly at the unit and output shall be through vents at shoulder level spaced across the front bulkhead. The return air shall be filtered at the intake vent. The blower motor shall be capable of being replaced without removing the entire H.V.A.C. unit from its housing.

There shall also be a 2nd AC compressor mounted under the hood of the chassis as well as an external condenser mounted under the module. The condenser should be mounted as to be protected from debris while still having sufficient airflow

497 Both heating and cooling shall be controlled by 12 volt thermostat on the wall of the patient compartment
498 and a three speed fan that will be controlled by the thermostat.
499

500 **Auxiliary AC unit**

501 There shall be a 110 Volt HVAC system made by DANHART which will be installed with the interior
502 unit beneath the left wall squad bench. Thermostat for the unit will be on the left wall.
503

504 **Interior Hardware, and Environmental Systems:**

505 Interior to be crashworthy. All Cabinets and Wall material shall be firmly affixed to the body frame.
507

508 All cabinets shall be made by the primary final stage ambulance builder.
509

510 Storage cabinet in the left front bulkhead, beside the pass through area – for inverter, and equipment
511 storage.
512

513 Interior cabinet latches to be Stainless Steel Southco mini “D” ring style. NO PLASTIC LATCHES
514 ACCEPTABLE.
515

516 High back technician seat with built in Child Seat mounted on a FMVSS rated swivel base.
517

518 Overhead grab rails – Two (2) in ceiling bolted to the superstructure of the body.
519

520 Large stainless "V" handles on the interior of each entry door.
521

522 An additional stainless steel 12 to 14 inch grab handle shall be mounted on the right wall just inside the
523 rear doors.
524

525 There will be two (2) drawers approximately 14” wide x 4” tall on the left wall beneath the front counter.
526 One will have to be defined during the pre-build meeting.
527

528 **Medical and Cot Mount Systems:**

529
530 Main tank Oxygen reducer/regulator shall be included.
531

532 (4) Ohio Oxygen outlets – (2) on the left wall, (1) Left front wall over head of second cot position on left
533 wall (1) ceiling (positioned rearward).
534

535 Main O2 tank Zico bracket aligned for an Aluminum “H” Tank in the right rear #5 exterior compartment.
536

537 Recessed, fold down ceiling IV holders per KKK-1822-F
538

539 Stretcher mount to be a Stryker Brand POWER LOAD System.
540

541 The interior isle will be widened by approximately 2 inches on the left wall side. This will create more
542 room to move around the stretcher. We understand by doing this it will expose the wheel tub. The wheel
543 tub shall be rounded off as to reduce trip hazard and painted yellow.
544

545 Install Three (3) Perco clips as added IV Holders with retainer buttons remove prior to installation on
546 walls per spec’s to be installed at delivery.

547
548 The Medical Drug box, Location to be determined, shall have a CompX E lock 300 series with WIFI
549 capability lock on it.

550
551 **PAINT AND DECALS**

552 The entire box shall be painted solid white to match the color of the cabs. NO other paint striping will be
553 needed. The final stage builder shall paint the vehicle in house. No outsourcing of the paint will be
554 allowed.

555
556
557 Large KKK star of life decal to be installed on the roof.
558



PROUDLY SERVING THE FIRE AND E.M.S. COMMUNITIES SINCE 1974

6641 Christopher Drive St. Louis, MO. 63129

Phone: 314-846-0911, Fax: 314-846-4445

Chris Marshall Cell # 636-699-8235

July 26th, 2018

Chief Greg Vogel,

Your request for Tag On purchase in pursuant to Missouri state statute #70.220 with the St. Charles County Ambulance District's most recent bid process "Bid #1045 – 2018 Ambulance" has been approved. The final price is \$228,565.00 with the option for you to add on to or delete options. Final price will be negotiated during pre-construction meetings.

We appreciate your business and look forward to working with you during this process.

Respectfully,

Chris Marshall
Emergency Services Supply, Osage Dealer

**CITY OF RAYTOWN
Request for Board Action**

Date: December 12, 2018
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Bill No.: 6496-18
Section No.: V-A

Department Head Approval: _____

City Administrator Approval: _____



Action Requested: Approve a Poll Contract with the Jackson County Board of Election Commissioners.

Recommendation: Recommended for approval.

Analysis: This is a request for a cooperative agreement with Jackson County to provide a polling location for two precincts that serve the City. Under state law, public entities are required to provide polling locations to election authorities free of charge and City Hall has been used as a polling location for many years. The attached contract specifies the rights and responsibilities of the parties with respect to such use.

To continue the service, the City needs to approve a new contract with Jackson County.

Alternatives: Deny the request.

Fiscal Impact: None

Budgetary Impact

Not Applicable

AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE JACKSON COUNTY BOARD OF ELECTION COMMISSIONERS TO UTILIZE CITY HALL AS A POLLING PLACE FOR THE 2019 CALENDAR YEAR

WHEREAS, the Jackson County Election Board has requested to use the Raytown City Hall at 10000 East 59th Street as a polling place for the calendar year 2019; and

WHEREAS, pursuant to state statute, public facilities are required to be provided as polling places, free of charge.

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

SECTION 1 – APPROVAL OF CONTRACT. That the poll contract(s) submitted by the Jackson County Board of Election Commissioners in connection with conducting elections in Jackson County and the use of the Raytown City Hall as a polling place for the calendar year 2019, the same being attached hereto and by this reference made a part hereof, is (are) hereby accepted and approved.

SECTION 2 – AUTHORITY TO EXECUTE DOCUMENTS. That the City Administrator is hereby authorized to execute said contractual agreement(s) on behalf of the City and the City Clerk is hereby authorized to attest the same.

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 18th day of December, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

POLL CONTRACT

Between the Jackson County Board of Election Commissioners and:

RAYTOWN CITY HALL
CITY OF RAYTOWN
10000 E 59TH ST
RAYTOWN, MO 64133

2019 Elections: February 5, April 2, August 6, November 5 and 2020: February 4, 2020

The rental fee is: \$150 **per election.**

SECTION 1 - The Jackson County Board of Election Commissioners requires a clean area with adequate heat and/or cooling, electrical outlets, lighting and restroom facilities unless other arrangements are noted in Section 1A.

SECTION 1A - _____

SECTION 2 - The use of a poll location telephone is required under this contract unless other arrangements are noted in Section 2A.

SECTION 2A - _____

SECTION 3 - Adequate chairs ten (10) and four (4) tables (six or eight feet) are required unless other arrangements are noted in Section 3A.

SECTION 3A - **PLEASE HAVE TABLES SET UP**

SECTION 4 - It is necessary that someone be present on a predesignated day preceding the election so that voting equipment and supplies can be delivered and someone must be present on a predesignated day following the election so that voting equipment and supplies can be picked up unless other arrangements are noted in Section 4A.

SECTION 4A - _____

SECTION 5 - Election judges must be able to gain entry to the poll at 5:00 a.m. on election day and will remain there until all closing procedures are completed after 7:00 p.m. There shall be no exceptions on Section 5.

SECTION 6 - Other conditions may be required at times due to changes in state statutes or Election Commission rules. These changes will be noted in Section 6A.

SECTION 6A - _____

SECTION 7 - The Jackson County Board of Election Commissioners agrees that it will provide no obstructions to the conduct of normal and necessary business in this poll location and will make no obstructions to any common use areas, such as lobbies, halls, stairways and parking lots, other than those restrictions which are necessary to guarantee the conduct of the election under and as provided by the statutes and the laws of the State of Missouri, and any changes in this paragraph will be noted in Section 7A.

SECTION 7A - _____

SECTION 8 - The Jackson County Board of Election Commissioners will provide liability coverage for the premises to be occupied by them for use as a poll. This coverage is limited to operations performed by, or on behalf of, the Election Board. Coverage is provided only for the facilities owned or used by the Election Board in the conduct of the election.

As authorized agent for the above listed poll location, I hereby agree to all applicable terms above.

Authorized Signature - Poll Location

Date

Telephone

Acceptance by the Jackson County Board of Election Commissioners, I hereby agree to all applicable terms above.



11/29/2018

Authorized Signature - Jackson Co. Board of Election Commissioners

Date

This contract is to be signed and returned to the Election Commission in the enclosed stamped envelope.

If this poll is not available for the named election(s), please notify the Election Board office as quickly as possible at (816) 325-4600.

CITY OF RAYTOWN
Request for Board Action

Date: December 14, 2018
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Resolution No.: R-3159-18

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____



Action Requested: Board of Aldermen approval to enter into a Right-of-Way Agreement with MCImetro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services

Recommendation: Staff recommends approval as submitted.

Analysis: The City of Raytown is to enter into a Right-of-Way Agreement with MCImetro Access Transmission Services Corp., (Verizon), to provide service to certain customers in the City and they have a need to locate certain facilities in the Public right-of-way in order to deploy its service to customers in the City and outside the City. MCImetro has obtained a Certificate of Authority from the State of Missouri Public Service Commission to provide telecommunications services. This agreement is that the City of Raytown is willing to accommodate MCImetro's placement of its Facilities in the Public right-of-way.

The proposed Agreement is complimented by the passage of the amendments to Chapter 36 by Bill 6494-18 which is set for second reading on December 18th. If you recall, Bill 6494-18 is to ensure that the Code of Ordinances is in compliance with the limitations set forth in HB 1991 and FCC 18-133 on the City's ability to regulate installations of small wireless facilities.

Alternatives: Do not make agreement.

Budgetary Impact:

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

Fund: n/a
Amount to Spend: n/a

Additional Reports Attached: Proposed Right-of-Way Agreement.

A RESOLUTION AUTHORIZING AND APPROVING A RIGHT-OF-WAY AGREEMENT WITH MCIMETRO ACCESS TRANSMISSION SERVICES CORP., D/B/A VERIZON ACCESS TRANSMISSION SERVICES

WHEREAS, the City of Raytown desires to enter into a Right-of-Way Agreement with MCImetro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services; and

WHEREAS, in order to provide service to certain customers in the City, it is necessary to enter into a Right-of-Way Agreement to allow placement of MCImetro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services facilities in the public right-of way as attached hereto.

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

THAT, a Right-of-Way Agreement by and between the City of Raytown and MCImetro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services, is hereby authorized and approved as attached hereto; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 18th day of December, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2018 (the “Effective Date”) by and between the **CITY OF RAYTOWN, MISSOURI**, a municipal corporation duly organized and existing under the laws of the State of Missouri (the “City” or “Grantor”), and **MCImetro Access Transmission Services Corp.**, a Delaware corporation, d/b/a Verizon Access Transmission Services with its principal place of business at One Verizon Way, Basking Ridge, NJ 07920 (“Grantee” or “Licensee”) (and together with the “City”, the “Parties”, and each, individually, a “Party”).

RECITALS

A. Grantee has obtained a Certificate of Authority from the State of Missouri Public Service Commission to provide telecommunications services (“Service”); and

B. Grantee does not intend to provide cable service as such term is defined in 47 U.S.C § 522 or place antennas or radios to provide wireless service; and

C. Grantee intends to provide Service to certain customers in the City and has a need to locate certain Facilities in the Public right-of-way in order to deploy its Service to customers in the City and outside the City; and

D. the City is willing to accommodate Grantee’s placement of its Facilities in the Public right-of-way; and

F. the Parties desire to set forth the terms by which Grantee will be permitted to install and maintain its Facilities in the Public right-of-way throughout the City.

IT IS THEREFORE AGREED by the Parties that Grantee will be permitted to place its Facilities within the Public right-of-way in the City subject to the conditions set forth herein:

1. For purposes of this Agreement, the following definitions shall apply:

- a. “Communications” means the transmission via the Facilities, in whole or in part, between or among points specified by the user, of information of the user’s choosing (e.g., data, video, voice), without change in the form or content of the information as sent and received, regardless of the statutory or regulatory scheme to which such transmissions may be subject
- b. “Communications Service” or “Service” means the transmission of writing, signs, signals, pictures, sounds or other forms of intelligence through wire, wireless or other means, including, but not limited to, any “telecommunications service,” “enhanced service,” “information service,” or “Internet Service,” as such terms are now, or may in the future, be defined under applicable law, and including all instrumentalities, Facilities, apparatus (Communications Facilities), and services (among other things, the receipt, forwarding, and delivery of

Telecommunications) incidental to such transmission or designed to directly or indirectly facilitate or accept such transmission, and shall also include “video services” as defined in § 67.2677 RSMo. The term “Communications Service” does not include the rental of conduit or physical facilities, which if proposed must be expressly separately requested below. Any party seeking to provide cable television, video services, or use wireless communication facilities shall be subject to additional and separate requirements, limitations and/or approvals of federal, state and local law and shall have on file with the City such authorization to provide such services prior to commencement.

- c. “Facilities” means conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide Service.
- d. “Public right-of-way” means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other nonwire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts as set forth in RSMO 67.2677.

2. **Agreement Subject to Provisions of ROW Code.** This Agreement fully incorporates the provisions of the ROW Code as amended as if fully set forth herein, and Licensee agrees as a part of this Agreement to abide by the provisions of such Code and other applicable ordinances of the City as a ROW-user, and to be subject to the enforcement by the City as provided therein and in this Agreement as a material term herein. This Agreement may establish Licensee obligations that are supplementary to the ROW Code, but nothing in this Agreement shall be deemed to waive any obligation or requirement applicable to, or right of, Licensee authorized or established by the ROW Code. The consent to use the Rights-of-Way authorized by this Agreement is subject to the continuing accuracy during the term of this Agreement of the application information provided by and maintained by Licensee for this authorization as provided to and on file with the City.

3. **GRANT OF RIGHTS.**

- a. There is hereby granted to Grantee a nonexclusive right to construct, maintain, extend and operate its Facilities along, across, upon, over or under any Public right-of-way for the purpose of supplying Service to the recipients of such service located within the corporate boundaries of the City, for the term of this Agreement, subject to the terms and conditions of this Agreement. The City agrees that this Agreement along with associated business license, building, right of way excavation and construction permits are the applicable City permits, agreements or approvals required of Grantee in order for it to design, construct, operate and maintain its Service in the City. Licensee is granted the right to lease or provide an

indefeasible right of use (“IRU”) for all or part of its Facilities to affiliates of Licensee or third parties, provide Licensee retains ownership of its facilities and the obligation for maintenance, repair and relocation of its Facilities.

- b. The grant of rights set forth in this Agreement by the City shall not convey title, equitable or legal, in the Public right-of-way, and shall give only the right to occupy the Public right-of-way, for the purposes and for the period stated in this Agreement. This Agreement does not:
 - (1) Grant the right to use Facilities or any other property, Service-related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
 - (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way, specifically including, but not limited to, City Hall property (unless specifically permitted by the City the Network Cooperation and Services Agreement) or documents contemplated by the Network Cooperation and Services Agreement; or
 - (3) Excuse Grantee from obtaining appropriate attachment agreements, or appropriate third-party agreements before locating its Facilities on the Facilities owned or controlled by the City or a third-party
- c. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any other appropriate governmental entity, including, but not limited to, the Missouri Public Service Commission. Grantee shall also comply with all applicable laws, statutes and/or City regulations including, but not limited to the City of Raytown Code of Ordinance Chapter 36, Article V (“Right of Way Ordinance”) or as amended and replaced.
- d. Grantee shall not provide any Services for which an agreement is required by the State of Missouri without first obtaining a separate agreement from the State of Missouri. Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law.
- e. This authority to occupy the Public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

4. **USE OF PUBLIC RIGHT-OF-WAY.**

- a. Pursuant to RSMO 67.2677, and amendments thereto, and subject to the provisions of this Agreement, Grantee shall have the right to construct, maintain and operate its Facilities along, across, upon, over and under the Public right-of-

way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.

- b. Grantee's use of the Public right-of-way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its powers in its administration and regulation related to the management of the Public right-of-way; provided that any such exercise must be consistent with applicable law, competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all generally applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public right-of-way.
- c. City may require Grantee to repair all damage to a public right-of-way caused by the activities of Grantee, or of any agent, affiliate, employee, or subcontractor of Grantee, while occupying, installing, repairing or maintaining facilities in a public right-of-way and to return the right-of-way, to its functional equivalence before the damage pursuant to the reasonable requirements and specifications of the City. If within 30 days of receiving notice (or such shorter period as is necessary in the event of a public emergency), Grantee fails to make the repairs required by the City, the City may cause those repairs to be made and charge Grantee the cost of those repairs. If the City incurs damages as a result of a violation of this subsection, then the City shall have a cause of action against Grantee for violation of this subsection and may recover its actual expenses, including reasonable attorney fees, if Grantee is found liable by a court of competent jurisdiction.
- d. Licensee shall not have the right to install wireless antennae or antennae support structures in the Rights-of-Way, nor provide services not authorized herein, without express separate written agreement and authorization of the City. In the event that the use of the Rights-of-Way is proposed to change or Licensee desires to provide services other than as described herein, Licensee shall be required to seek amendment hereto prior to commencing such service or changed use.
- e. Licensee Responsible for Costs. The Licensee shall be responsible for all reasonable, lawfully reimbursable, documented costs incurred by the City that are directly associated with its installation, maintenance, repair, operation, use, and replacement of its Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the permit fee established pursuant to the ROW Code and not contrary to any applicable requirements of Sections 67.1830 to 67.1846 RSMo. All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request to the Licensee. Licensee shall be subject to pay the City reasonable compensation for use of the Rights-of-Way where such a fee is consistent with applicable law and where established by the Board of Aldermen.

5. **INDEMNITY AND HOLD HARMLESS.**

It shall be the responsibility of Grantee to take adequate measures to protect and defend its Facilities in the Public right-of-way from harm or damage. If Grantee fails to accurately or timely locate Facilities when requested, in accordance with the Missouri Underground Facility Safety and Damage Prevention Act, et seq., it shall have no claim for costs or damages against the City and its authorized subcontractors unless such parties are responsible for the harm or damage by their negligence or intentional conduct. The City and its authorized subcontractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Grantee's Facilities.

Grantee shall indemnify, defend and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability for personal or bodily injury (including death) and physical or tangible property damage, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of Grantee, any agent, officer, director, representative, employee, affiliate or subcontractor of Grantee, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public right-of-way.

The indemnity provided by this subsection does not apply to any liability resulting from the negligence of the City, its officers, employees, contractors or subcontractors, and the City agrees to indemnify, defend and hold harmless the Grantee, its officers, employees, agents and trustees from any damage to Grantee's property resulting from the City's negligence. If Grantee and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity.

Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's activities in the Public right-of-way.

5.1 Construction Guarantee and Maintenance. Licensee agrees that it shall be responsible to guarantee for a period of four years, normal wear and tear excepted, the restoration of the Rights-of-Way in the area where such Licensee conducted excavation and performed the restoration minimally as required by § 67.1834 RSMo. A bond, letter of credit or other surety (collectively "Surety") in the form approved by the City shall be posted if required by the City to guarantee construction performance. Surety shall not be required to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the City Clerk an affidavit

certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted. Licensee shall also be responsible for maintenance of its Facilities and any and all damage caused to the Rights-of-Way, equipment within the Rights-of-Way or otherwise by Licensee's use of the Rights-of-Way.

5.2 Relocation or Removal of Facilities.

- a. In addition to the requirements of Section 36-128 of the ROW Code, the City may in its exercise of the public interest request, require that Licensee, at Licensee's sole cost and expense, relocate, adjust, or reinstall any of its Licensee's Facilities. The City shall give reasonable notice of such requirement to Licensee, including the location of Facilities to be relocated and a reasonable time to relocate such Facilities. Licensee shall forthwith remove, adjust, or relocate such Facilities within the reasonable time provided by the City in its written notice. The cost of such relocation, removal, or reinstallation of the Facilities shall be the exclusive obligation of said Licensee without expense to the City.
- b. Licensee shall upon request of any person other than the City requesting relocation of Facilities and holding a validly issued building or moving permit and within a reasonable period as may be established by the City, temporarily raise, lower, or relocate its Facilities as may be reasonably necessary for permit-holder to exercise its rights under the permit. Except where good cause is approved by the City, a permit-holder must make its request at least fourteen (14) days prior to the date it intends to exercise its rights under the permit. If applicable, Licensee will, within seven (7) days of its receipt of such a request, deliver to the permit-holder an invoice for the services. However, Licensee will not be required to honor any such request unless and until the permit-holder makes payment in advance for any expenses incurred by said Licensee pursuant to said person's request. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Facilities and the Licensee and its surety shall be liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages.

6. INSURANCE REQUIREMENTS & TAX RESPONSIBILITY.

- a. During the term of this Agreement, Grantee and its agents and subcontractors shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the state of Missouri. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Missouri Insurance Commissioner. Grantee shall provide not less than the following insurance:

- (1) Workers compensation as provided for under any workers compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
- (2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than Two Million, Seven Hundred Twenty-Seven Thousand, Four Hundred Eighty-Nine Dollars (\$2,727,489) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this Agreement.
- (3) Commercial automobile liability, in the amount of no less than Two Million, Seven Hundred Twenty-Seven Thousand, Four Hundred Eighty-Nine Dollars (\$2,727,489) combined single limit, bodily injury and property, including all owned, hired and non-owned vehicles.

The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this Agreement. In no event shall the insurance provided by the Grantee be less than the individual and combined sovereign immunity limits established by Section 537.610, RSMo.

- b. As an alternative to the requirements of subsection 6(a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred. Any self-insurance or deductible above fifty thousand dollars (\$50,000.00) must be declared to and pre-approved by the City.
- c. Grantee shall, as a material condition of this Agreement, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and notice of cancellation will be delivered in accordance with policy provisions. The insurance requirements in this Section or otherwise shall not apply to Grantee to the extent and for such period during this Agreement as Grantee is exempted from such requirements pursuant to RSMO § 67.1830(6)(a), has on file with the City Clerk an affidavit certifying that Grantee has twenty-five million dollars in net assets and the facts otherwise establishing that Grantee is therefore so exempted.
- d. Taxes. The Licensee agrees to pay all applicable taxes including license taxes, business taxes, video services provider fees, and other applicable taxes of the City

and failure to pay such taxes shall be considered a material breach of this Agreement. Licensee shall be subject to audit and shall itemize by category of service the amount received and taxes paid for services provided by Facilities in the Rights-of-Way. Such taxes shall be in addition to compensation, if any, required by the City by ordinance subject to any limitations herein and of applicable state or federal law.

7. **BREACH BY GRANTEE.**

In case of breach on the part of Grantee of any of the material provision of this Agreement, and failure to cure such breach within the time frames set forth in this subsection, Grantee shall forfeit all rights, privileges and contractual rights granted herein, and all such rights and privileges hereunder shall cease, and become null and void provided that Grantee's rights will remain in full force and effect during any applicable cure period. The Agreement shall be in full force and effect upon either Grantee fully complying with the terms of this Agreement, curing the breach or upon good faith commercially reasonable efforts to cure or mitigate the breach. The City's right to terminate this Agreement shall not take effect until the City has completed the following procedures: Before the City proceeds to nullify this Agreement, it shall first serve a written notice upon Grantee, setting forth in detail the breach complained of, and Grantee shall have thirty (30) days thereafter in which to cure or comply with the conditions and requirements of this Agreement. If at the end of such period the City deems that the conditions have not been complied with, the City shall take action to nullify this Agreement by an affirmative vote of the majority of Governing Body present at the meeting and voting, setting out the grounds upon which this Agreement is to be nullified; provided, to afford Grantee due process, Grantee shall first be provided reasonable notice of the date, time and location of the Governing Body's consideration, and shall have the right to address the Governing Body regarding such matter; and further provided, if the nature of the default is such that it cannot be reasonably cured within the above said period, and the Governing Body believes the Grantee has in good faith timely commenced its cure and is diligently pursuing the completion of the same, Grantee shall be given a reasonable additional period of time to complete its cure. Nothing herein shall prevent either party from invoking any other remedy that may otherwise exist at law. Upon any determination by the Governing Body to nullify this Agreement, Grantee shall have thirty (30) days to appeal such decision to the Circuit Court of Jackson County, Missouri. This Agreement shall be deemed null and void at the end of this thirty (30) day period, unless Grantee has instituted such an appeal. If Grantee does timely institute such an appeal, such nullification shall remain pending and subject to the court's final judgment. Provided, however, that the failure of Grantee to comply with any of the provisions of this Agreement or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Agreement shall not be a ground for the revocation or termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings.

8. **FAILURE TO ENFORCE.**

The failure of either the City or the Grantee to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Grantee unless said waiver or relinquishment is in writing and signed by both the City and the Grantee.

9. **TERM AND TERMINATION DATE.**

- a. This Agreement shall be effective for a term of ten (10) years from the Effective Date, subject to earlier termination or forfeiture as provided for elsewhere in this Agreement.
- b. If any clause, sentence, section, or provision of this Agreement and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to amend this Agreement or terminate the entire Agreement, as appropriate. In the event of such invalidity, if Grantee is required by law to enter into an Agreement with the City, the parties agree to act in good faith in promptly negotiating a new Agreement.
- c. Amendments under this Section, if any, shall be made by separate agreement. This Agreement shall remain in effect, or shall be extended by the parties, according to its terms, pending completion of any review or negotiation provided by this section. Such extension period shall be deemed a continuation of this Agreement and not as a new Agreement ordinance or amendment.

10. **POINT OF CONTACT AND NOTICES.**

Grantee shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency. Grantee shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address. Emergency notice by Grantee to the City may be made by telephone to the City Clerk and/or the Public Works Director or their respective designees. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or overnight delivery by a nationally recognized courier. All written notices shall be deemed delivered upon actual receipt or refusal of delivery.

The City:
The City of Raytown, Missouri
10000 E. 59th Street
Raytown, Missouri, 64133

Grantee:
MCImetro Access Transmission Services Corp.
d/b/a Verizon Access Transmission Services
600 Hidden Ridge, HQE02E102
Irving, TX 75038

Attn: City Clerk
Copy to: City Attorney

Attn: Franchise Manager

With a copy (except for invoices) to:

Verizon Business Services
1320 N. Courthouse Road, Suite 900
Arlington, VA 22201
Attn: General Counsel, Network &
Technology

or to replacement addresses that may be later designed in writing.

11. **TRANSFER AND ASSIGNMENT.**

This Agreement and the rights granted herein are entered into between the Parties and granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City; provided that such transfer or assignment may occur without written consent of the City to any entity controlling, controlled by or under common control with Grantee or to any entity which acquires controlling interest in substantially all of the business assets of Grantee. The parties acknowledge that said City consent shall only be with regard to the transfer or assignment of this Agreement, and that, in accordance with Missouri Statutes, the City does not have the authority to require City approval of transfers of ownership or control of the business or assets of Grantee. In the event of any transfer or assignment of either this Agreement or Grantee's business or assets, to an entity other than a Grantee affiliate, Grantee shall: timely notify the City of the successor entity; provide a point of contact for the successor entity; and advise the City of the effective date of the transfer or assignment. Additionally, Grantee's obligations under this Agreement with regard to indemnity, bonding and insurance shall continue until the transferee or assignee has taken the appropriate measures necessary to assume and replace the same, the intent being that there shall be no lapse in any coverage as a result of the transfer or assignment.

12. **SEVERABILITY.**

If any clause, sentence, or section of this Agreement, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may elect to declare the entire Agreement is invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Agreement, provided, however, if Grantee is required by law to enter into an Agreement with the City, the parties agree to act in good faith in promptly negotiating a new Agreement, and this Agreement shall remain in effect according to its terms pending completion of any renegotiation provided by this section.

13. **FORCE MAJEURE.**

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee's or the City's control.

14. **COUNTERPARTS; SIGNATURES.**

This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same instrument. Each Party to this Agreement agrees to: (a) use electronic signatures; and (b) be subject to the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act (ESIGN), Pub.L. 106-229, 14 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96).

[Remainder of this page intentionally left blank]

BY: CITY OF RAYTOWN, MISSOURI

BY: MCImetro Access Transmission
Services Corp. d/b/a Verizon Access
Transmission Services

Michael McDonough
Mayor

(Name) _____
(Title) _____

ATTESTED BY:

Teresa Henry
City Clerk

(Seal)

APPROVED AS TO FORM:

Joe Willerth
Deputy City Attorney

**CITY OF RAYTOWN
Request for Board Action**

Date: December 12, 2018
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Resolution No.: R-3160-18

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Board of Aldermen approval of the authority to purchase 700 tons of road salt for 2018-19 winter operations at the rate of \$61.75 per ton for a minimum amount of \$43,225.00.

Recommendation: Staff recommends approval as submitted.

Analysis: In May of 2018, Central Salt LLC submitted the low bid for 700 tons of salt at \$61.75/ton resulting in a total bid amount of \$43,225.00. The contract, approved by the Board of Aldermen on June 19, 2018, includes the option to purchase additional salt at the same unit price of \$61.75 through March 31, 2019. Staff recommends the purchase of 700 tons from Central Salt LLC to be delivered prior to March 31, 2019 to replenish salt levels that are anticipated to be used through this winter season.

Additionally, up to 1000 tons of additional salt may be purchased from the City of Kansas City through material transport as a back-up source of salt in the event of unseasonable levels of snowfall.

If salt needs exceed the initial 700 tons, Public Works staff will request the authority to purchase additional tons of salt at a future Board of Aldermen meeting.

Public Works has budgeted \$60,000.00 for salt in fiscal year 2018-2019. During fiscal year 2017-2018, Public Works spent \$50,835.40 on salt.

Alternatives: N/A

Budgetary Impact:

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

Amount to Spend: \$60,000.00
Account: 204.62.00.100.52300
Fund: Transportation Sales Tax Fund

Additional Reports Attached: Bid Tab from May 2018 Bids.

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH CENTRAL SALT LLC FOR THE PURCHASE OF SALT FOR THE PURPOSE OF TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER IN AN AMOUNT NOT TO EXCEED \$60,000.00 FOR FISCAL YEAR 2018-2019

WHEREAS, the City of Raytown (the "City") issued an invitation to bid on its 2018-2019 Road Salt to treat roads and bridges within the City in inclement weather; and

WHEREAS, the Public Works Department received five (5) bids in response to the invitation and has determined that the bid submitted by Central Salt LLC in the amount of \$61.75 per ton was the most advantageous bid received; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve an agreement to purchase salt from Central Salt LLC in the amount of \$61.75 per ton for a total amount not to exceed \$60,000.00 for fiscal year 2018-2019;

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

THAT the Board of Aldermen find that the purchase of salt from Central Salt LLC in the amount of \$61.75 per ton for a total amount not to exceed \$60,000.00 for fiscal year 2018-2019 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City 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 18th day of December, 2018.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

Bid Tabulation
2:00pm, Thursday May 24, 2018

2018-19 ROAD SALT PURCHASE



			1.		2.		3.	
			Central Salt LLC		Independent Salt Co.		Compass Minerals	
Description	Est. Qty.	Unit	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1. Sodium Chloride	700	Ton	\$ 61.75	\$ 43,225.00	\$ 62.68	\$ 43,876.00	\$ 112.00	\$ 78,400.00

4.	
Morton Salt	
Bid Unit Price	Bid Price
\$ -	No Bid

5.	
Cargill, Inc.	
Bid Unit Price	Bid Price
\$ -	No Bid

CITY OF RAYTOWN
Request for Board Action

Date: December 12, 2018
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Resolution No.: R-3161-18

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Board of Aldermen approval for the expense of Capital Sales Tax funds for the purchase of WinCan Software Upgrade for the Public Works Sanitary Sewer Camera.

Recommendation: Staff recommends approval as submitted.

Analysis: The Public Works Department uses WinCan software on a daily basis in its Sanitary Sewer Operations. WinCan LLC is a sole-source provider of this software and upgrades. This upgrade is needed to transition from WinCan V8 to WinCan VX Expert. This software upgrade is necessary since software support for version 8 will be ending this year.

The Capital Sales Tax fund has \$35,000.00 budgeted for the WinCan VX upgrade.

Alternatives: Don't make this purchase and direct staff to look for other alternatives.

Budgetary Impact:

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

Amount to Spend: \$26,090.00
Department: Public Works
Fund: Capital Sales Tax Fund
205.62.00.100.57000

Additional Reports Attached: WinCan LLC Software Quote and Sole-Source Letter.

A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH WINCAN, LLC FOR SOFTWARE UPGRADES AND SERVICE IN AN AMOUNT NOT TO EXCEED \$26,090.00 FOR FISCAL YEAR 2018-2019

WHEREAS, the City of Raytown utilizes sanitary sewer hardware and software in the daily operations of the Public Works Department; and

WHEREAS, software upgrades and service is necessary for the equipment used for routine maintenance and response to calls; 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 Board of Aldermen find that it is in the best interest of the City of Raytown to authorize and approve the expenditure of funds with WinCan, LLC for software upgrades and services in an amount not to exceed \$26,090.00;

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

THAT the expenditure of funds with WinCan, LLC for software upgrades and services as a sole source provider in an amount not to exceed \$26,090.00 for fiscal year 2018-2019 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 18th day of December, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney



Software Quote

WinCan LLC.
300 Cedar Ridge Dr.
Suite 308
Pittsburgh, PA 15205
Office Phone: (412)489-6229
sales.us@wincan.com

Software Quote Number: E181119851
Software Quote Date: 11/19/2018
Payment Terms: Due On Receipt
Software Quote Amount: 26,090.00
Created By: Tim Mallon

Bill To
City of Raytown, MO
tonym@raytown.mo.us

Ship To
City of Raytown, MO
tonym@raytown.mo.us

Item #	Item Name	Quantity	Unit Price	Total
VX-UPGRADE-EXPERT	WinCan V8 to VX Expert- Includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, Software Encoding, MPEG 1/2/4 Recording, NASSCO Validator, Text Generator, Inclination, Local deformation & Crack width with laser, Work Order Management, Statistics, and GIS Queries. MUST TRADE-IN V7/V8 DONGLE	1.00	6,990.00	6,990.00
1019	Scan Explorer Upgrade	1.00	3,300.00	3,300.00
1101	VX Office to VX Expert License Enhancement	1.00	7,000.00	7,000.00
1024	Scan Explorer Scan Explorer for VX	1.00	5,500.00	5,500.00
1004	2 Days of Onsite Training Includes the trainers time and expenses.	1.00	3,300.00	3,300.00

Total Quantity: 5.00

Subtotal: \$ 26,090.00
Software Quote Amount \$ 26,090.00

Terms & Conditions:

This proposal may be withdrawn if not accepted within the period shown below. All software and hardware remains the property of the seller until sum stated above is paid in full. Shipping, handling, and any applicable sales tax will be added to your invoice(s). Charges for software licenses, hardware, and support agreements are due upon our receipt of your order. Training charges are payable in advance.

Returns must be authorized in advance and must be completed within 45 days. Returns may be subject to a restocking fee.

We propose to furnish labor and material, complete in accordance with above specifications, and subject to the conditions found on this agreement, for the sum stated above in accordance with the terms as specified. This

quote is valid 60 days from the Software Quote Date above unless noted otherwise by the seller. The above, prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized for the work specified. Payment will be made as specified.

Accepted By: _____ Date: _____



City of Raytown, MO

11/20/18

RE: WinCan Sole Source

To Whom It May Concern,

WinCan, LLC was formed to offer the best pipeline assessment software in our industry and to provide the best after purchase support and service available.

As the sole provider of the WinCan software, upgrades, and service in North and South America, we are dedicated to providing superior sales and service to the City of Raytown, MO.

If you have any questions in this regard, please do not hesitate to contact me from my information below. Thank you and we look forward to working with you in the near future!

Best Regards,

Tim Mallon, Eastern Regional Sales Manager
WinCan LLC.
300 Cedar Ridge Drive, Suite 308 • Pittsburgh, PA 15205
www.wincan.com • mobile (412) 335-8271

**CITY OF RAYTOWN
Request for Board Action**

Date: December 12, 2018

Resolution No.: R-3162-18

To: Mayor and Board of Aldermen

From: Missy Wilson, Assistant City Administrator

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Approve a services agreement with Cochran Head Vick & Co., P.C. for accounting services in an amount not to exceed \$60,000.00 for fiscal year 2018-2019 fiscal year budget.

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

Budgetary Impact:

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

Amount: \$60,000.00
Department: Finance
Fund: Professional Services

Additional Reports Attached: Agreement

A RESOLUTION AUTHORIZING AND APPROVING A SERVICES AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND COCHRAN HEAD VICK & CO., P.C. FOR ACCOUNTING SERVICES IN AN AMOUNT NOT TO EXCEED \$60,000.00 FOR FISCAL YEAR 2018-2019

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

WHEREAS, the Board of Aldermen find it is in the best interest of the City to continue utilizing the services of Cochran Head Vick & Co., P.C. to perform accounting services in a total amount not to exceed \$60,000.00 for fiscal year 2018-2019;

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

THAT, an agreement by and between the City of Raytown and Cochran Head Vick & Co., P.C. for accounting services in an amount not to exceed \$60,000.00 for fiscal year 2018-2019, is hereby authorized and approved; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 18th day of December, 2018.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney



COCHRAN HEAD VICK & CO., P.C.

& Co

Certified Public Accountants

March 26, 2018

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

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

Other Offices in
Missouri and Kansas

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

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

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

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

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

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

Sent to
CHV signed

on 3.27.18
17

RESPONSE:

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

By: 
Title: City Administrator
Date: 3.28.18

**CITY OF RAYTOWN
Request for Board Action**

Date: December 12, 2018

Resolution No.: R-3163-18

To: Mayor and Board of Aldermen

From: Missy Wilson, Assistant City Administrator

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Staff is asking for authorization to spend in excess of \$15,000.00 with Tyler Technologies.

Analysis: The City currently utilizes INCODE and EnerGov software, a division of Tyler Technologies, Inc. INCODE houses all financial, purchasing, utility, payroll, human resources, cash collections, courts and customer service functions. EnerGov hosts permitting, licensing, inspections, and code enforcement and was implemented in FY 17-18. INCODE and EnerGov are essential in the day to day operations of our city. Keeping the updates and functionality of these resources provides efficiency for our City. Total \$94,415.00.

Budgetary Impact:

- Not Applicable
- Funds subject to appropriation of the Budget
- Budgeted item with available funds

101.42.00.100.53644 General Fund Finance IT \$28,930.00	101.52.00.100.53644 General Fund Court IT \$20,200.00	101.82.00.100.53644 General Fund Com. Dev. Department IT \$28,475.00
501.42.00.100.53644 Sewer Fund Finance IT \$16,810.00		

During fiscal year 2017-2018, \$139,436.00 was spent on this item which included \$51,182.00 for implementation and training related to EnerGov.

A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT BY AND BETWEEN TYLER TECHNOLOGIES, INC. AND THE CITY OF RAYTOWN, MISSOURI FOR MAINTENANCE OF WINDOWS-BASED SOFTWARE PROVIDED BY INTERACTIVE COMPUTER DESIGNS, INC. IN AN AMOUNT NOT TO EXCEED \$94,415.00 FOR FISCAL YEAR 2018-2019

WHEREAS, the City of Raytown utilizes Tyler Technologies, Inc. for maintenance of the Windows-based software provided by Interactive Computer Designs, Inc. (hereinafter "INCODE") used for all financial, purchasing, utility, payroll, human resources, courts and customer service software; and

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

WHEREAS, the cost to utilize Tyler Technologies, 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 City to authorize and approve the continuation of an agreement with Tyler Technologies, Inc. for maintenance of the Windows-based software provided by INCODE for all financial, purchasing, utility, payroll, human resources, courts and customer service software in an amount not to exceed \$94,415.00 for fiscal year 2018-2019;

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

THAT the continuation of an agreement with Tyler Technologies, Inc. for maintenance of the Windows-based software provided by INCODE for all financial, purchasing, utility, payroll, human resources, courts and customer service software in an amount not to exceed \$94,415.00 for fiscal year 2018-2019 is hereby authorized and approved; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 18th day of December, 2018.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form

Joe Willerth, City Attorney

CITY OF RAYTOWN
Request for Board Action

Date: December 10, 2018
To: Mayor and Board of Aldermen
From: Missy Wilson, Assistant City Administrator

Resolution No.: R-3164-18

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____

Action Requested: Staff Requests approval of resolution to amend the Fiscal Year 2019 budget by \$833,029 to account for the carryforward of certain open encumbrances from Fiscal year 2018 for 1) construction and repair related projects that were started but not completed as of October 31, 2018 and 2) for equipment that was contractually committed to but was not physically received as of October 31, 2018.

Recommendation: Approve the resolution.

Analysis: The City has certain open encumbrances from Fiscal 2018 that should be carried forward and re-appropriated in the Fiscal 2019 budget. The attached exhibit lists the open encumbrances and the related purpose for which the encumbrances were issued that should be re-appropriated in the Fiscal 2019 budget if approved.

Funds are available from the respective fund balances as these open encumbrances were originally authorized in Fiscal year 2018, but not spent as of October 31, 2018.

Requesting the following Appropriation:

204.62.00.100.57000 Transportation Sales Tax Fund Public Works Department Capital Expenditure \$37,759	205.32.00.100.57000 Capital Sales Tax Fund Police Department Capital Expenditure \$31,415	205.62.00.100.57000 Capital Sales Tax Fund Public Works Department Capital Expenditure \$358,000
205.82.00.100.57000 Capital Sales Tax Fund Community Development Capital Expenditure \$12,892	501.62.00.100.52250 Sewer Fund Public Works Department Professional Services \$671	402.62.00.100.57000 Capital Improvement Fund Public Works Department Capital Expenditure \$392,292

Alternatives: N/A

Budgetary Impact:

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

Funds are available from the source indicated below:

204.00.00.100.39999
Transportation Sales Tax Fund
Fund Balance
\$37,759

205.00.00.100.39999
Capital Sales Tax Fund
Fund Balance
\$402,307

501.00.00.100.39999
Sewer Fund
Fund Balance
\$671

402.00.00.100.39999
Capital Improvement Fund
Fund Balance
\$392,292

A RESOLUTION AMENDING THE FISCAL YEAR 2018-2019 BUDGET BY TRANSFERRING \$833,029.00 FROM UN-APPROPRIATED SURPLUS TO VARIOUS FUNDS TO ACCOMMODATE PRIOR YEAR ENCUMBRANCES WHICH WERE APPROVED IN FISCAL YEAR 2017-2018 BUT NOT EXPENDED DURING SUCH FISCAL YEAR

WHEREAS, the purchase of certain items were approved by Resolution 3134-18 on October 16, 2018; and

WHEREAS, funds for such purposes were available in the Fiscal Year 2017-2018; however, such expenditures were not completed in Fiscal Year 2017-2018 and such funds have not previously been re-appropriated into the Fiscal Year 2018-2019 budget; and

WHEREAS, in order to implement this budget adjustment, it is necessary to amend Resolution R-3134-18, adopting the budget for Fiscal Year 2018-2019.

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

THAT the Fiscal Year 2018-2019 budget approved by Resolution R-3134-18, is hereby amended to approve the following appropriations from the un-appropriated surplus remaining at the end of Fiscal Year 2017-2018:

FROM:

204.00.00.100.39999 Transportation Sales Tax Fund Fund Balance \$37,759	205.00.00.100.39999 Capital Sales Tax Fund Fund Balance \$402,307	501.00.00.100.39999 Sewer Fund Fund Balance \$671
402.00.00.100.39999 Capital Improvement Fund Fund Balance \$392,292		

TO:

204.62.00.100.57000 Transportation Sales Tax Fund Public Works Department Capital Expenditure \$37,759	205.32.00.100.57000 Capital Sales Tax Fund Police Department Capital Expenditure \$31,415	205.62.00.100.57000 Capital Sales Tax Fund Public Works Department Capital Expenditure \$358,000
205.82.00.100.57000 Capital Sales Tax Fund Community Development Capital Expenditure \$12,892	501.62.00.100.52250 Sewer Fund Public Works Department Professional Services \$671	402.62.00.100.57000 Capital Improvement Fund Public Works Department Capital Expenditure \$392,292

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 18th day of December, 2018.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form

Joe Willerth, City Attorney



Purchase Order Summary

Number	Issue Date	Description	Vendor	Amount	Account	
Status: Outstanding						
18-11572	04/24/2018	Freightliner and Elgin Crosswind Street Sweeper	KEY EQUIPMENT & SUPPLY CO	\$ 250,000	205-62-00-100-57000	Capital Expenditures
18-11971	08/06/2018	DVM Complete Kits	Digital Ally Inc.	31,415	205-32-00-100-57000	Capital Expenditures
18-12276	10/12/2018	59th St repair project R-3132-18	RADMACHER BROTHERS EXCAVATING CO	392,292	402-62-00-100-57000	Capital Expenditures
Status: Partially Received						
18-11355	02/22/2018	59th St Project Resolution R-2968-17	S&A Contracting, LLC and Lead Bank	35,575	204-62-00-100-57000	Capital Expenditures
18-11389	02/27/2018	Tyler Technologies - ENERGOV	Tyler Technologies Inc.	12,892	205-82-00-100-57000	Capital Expenditures
18-11570	04/24/2018	Inspection services of the 59th St Sidewalk-R-3071	George Butler Associates, Inc.	2,184	204-62-00-100-57000	Capital Expenditures
18-11911	07/24/2018	Fueling System Project	DOUBLE CHECK COMPANY INC	108,000	205-62-00-100-57000	Capital Expenditures
18-12249	10/08/2018	Engineering serv for sanitary sewer inflow	BlueWater Solutions Group, Inc.	671	501-62-00-100-52250	Professional services
				<u>\$ 833,029</u>		