

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
DECEMBER 19, 2017
REGULAR SESSION NO. 17
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Invocation/Pledge of Allegiance
Roll Call

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

LEGISLATIVE SESSION

1. CONSENT AGENDA

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

Approval of the Regular December 5, 2017 Board of Aldermen meeting minutes.

REGULAR AGENDA

OLD BUSINESS

2. **SECOND READING: Bill No. 6453-17, Section V-A. AN ORDINANCE AUTHORIZING AND APPROVING A MUNICIPAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR INTERSECTION IMPROVEMENTS AT MO-350 AND RAYTOWN ROAD.** Point of Contact: Damon Hodges, Public Works Director.
3. **SECOND READING: Bill No. 6455-17, 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 2018 CALENDAR YEAR.** Point of Contact: Teresa Henry, City Clerk.
4. **R-3044-17: A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT FOR INMATE SECURITY HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY, MISSOURI, SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$15,000.00 FOR FISCAL YEAR 2017-2018.** Point of Contact: Jim Lynch, Police Chief.

★ Tabled to a date certain of December 19, 2017 at the December 5, 2017 Board of Aldermen meeting.

NEW BUSINESS

5. **R-3048-17: A RESOLUTION AMENDING THE FISCAL YEAR 2017-2018 BUDGET RELATING TO TRANSPORTATION AND CAPITAL SALES TAX.** Point of Contact: Briana Burrichter, Finance Director.

6. **R-3049-17: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT FOR LEGAL SERVICES WITH KAPKE & WILLERTH, LLC FOR CITY ATTORNEY AND SPECIAL COUNSEL SERVICES AND APPROVING THE EXPENDITURE OF FUNDS WITH KAPKE & WILLERTH, LLC IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2017-2018. Point of Contact: Tom Cole, City Administrator.
7. **R-3050-17: A RESOLUTION** AUTHORIZING AND APPROVING A PROSECUTORIAL SERVICE AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND ROSS C. NIGRO, JR. Point of Contact: Tom Cole, City Administrator.
8. **R-3051-17: A RESOLUTION** AMENDING THE FISCAL YEAR 2017-2018 BUDGET BY TRANSFERRING \$757,514.00 FROM UN-APPROPRIATED SURPLUS TO VARIOUS FUNDS TO ACCOMMODATE PRIOR YEAR ENCUMBRANCES WHICH WERE APPROVED IN FISCAL YEAR 2016-2017 BUT NOT EXPENDED DURING SUCH FISCAL YEAR. Point of Contact: Briana Burrichter, Finance Director.
9. **R-3052-17: 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 \$123,150.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Briana Burrichter, Finance Director.
10. **R-3053-17: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT WITH INDEPENDENT SALT COMPANY FOR THE PURCHASE OF SALT FOR THE PURPOSE OF TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER IN A TOTAL AMOUNT NOT TO EXCEED \$60,000.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Damon Hodges, Public Works Director.
11. **R-3054-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF STORM WATER INFRASTRUCTURE REPAIR IN THE CITY OF RAYTOWN, MISSOURI FROM D & D CUSTOM CONSTRUCTION AND APPROVING PROJECT EXPENSES FOR WOODSON ROAD AND LITTLE BLUE FOR A TOTAL AMOUNT NOT TO EXCEED \$30,000.00. Point of Contact: Damon Hodges, Public Works Director.
12. **R-3055-17: A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH PYRAMID CONTRACTORS FOR THE 83RD STREET BRIDGE PROJECT IN A TOTAL AMOUNT NOT TO EXCEED \$1,578,110.00. Point of Contact: Damon Hodges, Public Works Director.
13. **R-3056-17: A RESOLUTION** DECLARING CERTAIN PROPERTY OWNED BY THE CITY OF RAYTOWN AS SURPLUS AND AUTHORIZING DISPOSITION OF SUCH PROPERTY BY AUCTION. Point of Contact: Damon Hodges, Public Works Director.

DISCUSSION ITEM(S)

14. Future Board Meetings – Tom Cole, City Administrator

ADJOURNMENT

DRAFT
MINUTES
TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
DECEMBER 5, 2017
REGULAR SESSION NO. 16
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Mayor Michael McDonough called the December 5, 2017 Board of Aldermen meeting to order at 7:02 p.m. Gus Reed of Raytown Community of Christ provided the invocation and led the pledge of allegiance.

Roll

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

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

Public Comments

Tony Jacob, 10201 E 64 Street, spoke regarding items on the meeting's agenda and the FY17-18 budget.

Matthew Cushman, 10400 E 72 Street, spoke regarding items on the meeting's agenda.

Brandi Wilmurth, 8518 Oxford Avenue, spoke regarding items on the meeting's agenda and the FY17-18 budget.

Teresa Henry, City Clerk, read a statement on behalf of Susan Vorbeck Brown regarding items on the meeting's agenda.

Communication from the Mayor

Mayor McDonough asked for a moment of silence for Judy Ness.

On December 1, along with Alderman Myers, the Mayor attended the School District's legislative breakfast.

The Mayor thanked the public, volunteers and sponsors of the successful Mayor's Christmas Tree Lighting on December 1.

The Mayor recognized numerous Raytown student athletes that received post-season honors in their respective activities.

Communication from the City Administrator

The 59th Street Sidewalk project is nearing completion. Michael Swan, Planning and Zoning Coordinator, will attend an upcoming grant writing conference at UMKC. A review meeting is now required prior to an item being brought before the Board. Public Works continues to monitor winter weather forecasts and is prepared for anything that may arise.

Committee Reports

Alderman Greene reported that the Raytown Middle School wrestling team won the recent Raytown Tri Meet against Raytown South and Raytown Central Middle Schools.

Alderman Aziere announce that community member and former student athlete, Tim Nixon, passed away last week.

Alderman Meyers thanked residents for decorating their homes this winter season.

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 21, 2017 Board of Aldermen meeting minutes.

R-3043-17: A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF PAT JACKSON TO THE JACKSON COUNTY BOARD OF EQUALIZATION TO REPRESENT THE CITY ON ISSUES RELATING TO THE CITY OF RAYTOWN. Point of Contact: Teresa Henry, City Clerk.

Mayor McDonough stated that R-3043-17 was pulled from the meeting's agenda.

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

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

Nays: None

REGULAR AGENDA

OLD BUSINESS

2. Veto of Bill 6450-17 - Amending Chapter 26, Law Enforcement; Article II, Police Department, Section 26-21, Relating to the Administrative Officer of Police Department.

The veto statement was read by Teresa Henry, City Clerk.

The Mayor read a supporting statement for the veto.

Alderman Myers, seconded by Alderman Mims, made the motion: "Shall the bill pass, the Mayor's objections thereto notwithstanding?"

The wording and intent of the bill was discussed further.

Alderman Myers, seconded by Alderman Moore, made a motion to call the question. The motion was approved by a vote of 7-2.

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

Nays: Aldermen Meyers, Greene

The motion: "Shall the bill pass the Mayors objections thereto notwithstanding?" was approved by a vote of 7-2.

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

Nays: Aldermen Greene, Meyers

3. **R-3042-17: A RESOLUTION** AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO A CHAPTER 4, EMPLOYMENT AND BENEFITS, SEPARATION FROM MUNICIPAL SERVICE; SECTION 4-24 REDUCTION IN FORCE; LAYOFF. Point of Contact: Tom Cole, City Administrator.

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

Tom Cole, City Administrator, remained available for any discussion along with Debbie Duncan, Human Resource Manager.

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

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

Nays: None

NEW BUSINESS

4. **FIRST READING: Bill No. 6455-17, 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 2018 CALENDAR YEAR. Point of Contact: Teresa Henry, City Clerk.

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

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

There was no discussion. The ordinance will return before the Board on December 19, 2017.

5. **R-3044-17: A RESOLUTION** AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT FOR INMATE SECURITY HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY, MISSOURI, SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$15,000.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Jim Lynch, Police Chief.

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

Captain Michelle Rogers remained available for any discussion.

Discussion sought a response from Chief Lynch, who was not able to attend the meeting.

Alderman Meyers, seconded by Alderman Myers, made a motion to table to a date certain of December 19, 2017. The motion was approved by a vote of 9-0.

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

Nays: None

6. **R-3045-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF AMMUNITION FROM GULF STATES DISTRIBUTORS OFF THE STATE OF MISSOURI LAW ENFORCEMENT AGENCY COOPERATIVE PURCHASE CONTRACT IN AN AMOUNT NOT TO EXCEED \$19,000.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Jim Lynch, Police Chief.

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

Captain Michelle Rogers remained available for any discussion.

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

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

Nays: None

7. **R-3046-17: A RESOLUTION** AUTHORIZING AND APPROVING A MAINTENANCE CONTRACT WITH MOTOROLA SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED \$30,984.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Jim Lynch, Police Chief.

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

Captain Michelle Rogers remained available for any discussion.

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

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

Nays: None

8. **R-3047-17: 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 \$47,384.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Jim Lynch, Police Chief.

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

Captain Michelle Rogers remained available for any discussion.

This maintenance plan is used in place of a multiple-year contract because the Police Department plans to upgrade the system in a future fiscal year.

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

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

Nays: None

DISCUSSION ITEM(S)

9. Revenue Enhancement Committee Update – Tom Cole, City Administrator

Tom Cole, City Administrator, presented the committee's current progress and remained available for any discussion.

Discussion closed with clarification that the committee plans to meet with the Board to present their work in further detail.

Mayor McDonough mentioned that Officer Wagstaff has returned home after suffering a gunshot wound in the line of duty earlier this year and the rescue dog, Iris, is recovering well thanks to her continued care with MARQ.

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

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

CLOSED SESSION

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

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

ADJOURNMENT

The meeting adjourned at 8:54 p.m.

Teresa M. Henry, MRCC
City Clerk

CITY OF RAYTOWN
Request for Board Action

Date: December 12, 2017
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Bill No.: 6455-17
Section No.: V-A

Department Head Approval: _____

Finance Director 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 2018 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 2018; 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 2018, 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 Mayor is hereby authorized to execute said contractual agreement(s) on behalf of the City and 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 19th day of December, 2017.

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:

No.1

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

for the February 6, April 3, August 7, November 6, February 5 2019

Elections 2018

The rental fee is: \$80.00 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.



11/13/2017

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 12, 2017
To: Mayor and Board of Aldermen
From: Damon Hodges, Director of Public Works

Bill No.: 6453-17
Section No.: V-A

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____



Action Requested: Board of Aldermen approval of the MoDOT program grant agreement for the 350 Highway and Raytown Road Project. MoDOT requires this to be done by Ordinance.

Recommendation: Staff recommends approval as submitted.

Analysis: Before the Public Works department can put this 350 Highway and Raytown Road Project out to bid, an Ordinance must be executed by the City of Raytown to agree to enter into this grant agreement with MoDOT. Also, part of accepting the grant is to pay MARC a small project fee of about \$3,187.50.

Alternatives: Do not approve the project and return grant funds in the amount of \$637,500.00

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: Transportation Sales Tax Fund
Amount to Spend: Engineer's estimate of about \$2,100,000.00 to construct

Additional Reports Attached: MoDOT cover letter and MoDOT Grant Program Agreement

AN ORDINANCE AUTHORIZING AND APPROVING A MUNICIPAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR INTERSECTION IMPROVEMENTS AT MO-350 AND RAYTOWN ROAD

WHEREAS, the City of Raytown desires to enter into an agreement with the Missouri Highways and Transportation Commission (Commission) for intersection improvements at MO-350 and Raytown Road; and

WHEREAS, in order for this improvement to begin, it is necessary to enter into an agreement with the Commission as set forth in Exhibit "A" attached hereto.

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

SECTION 1 – APPROVAL OF AGREEMENT. That the Missouri Highways and Transportation Commission STP-Urban Program Agreement for intersection Improvements at MO-350 and Raytown Road, by and between the Missouri Highways and Transportation Commission and the City of Raytown, Missouri, in substantially the same form as attached hereto in Exhibit "A", is hereby authorized and approved.

SECTION 2 – EXECUTION OF AGREEMENT. That the City Administrator is hereby authorized to execute the Agreement and all documents necessary to the Agreement, and the City Clerk is authorized to attest to the same.

SECTION 3 – REPEAL OF ORDINANCE IN CONFLICT. That 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 19th day of December, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP-3343(408)
Award Year: 2018
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Raytown, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-3343(408) involves:

Intersection improvements at MO-350 and Raytown Rd.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-3343(408) by the Commission is within the city limits of Raytown, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

In the vicinity of the intersections of MO-350, Raytown Rd, and 75th St.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY/COUNTY/GRANTEE TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept maintenance of the improvements made by this project at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for operational maintenance. Any aesthetic improvements installed on highways maintained by the Commission upon completion of the project will be the sole responsibility of the City for

maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the (City's/County's/Grantee's) wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United

States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$637,500. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-3343(408) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the (City's/County's/Grantee's) proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any

privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:

Damon Hodges
Public Works Director
City of Raytown
1000 E 59th St
Raytown, MO 64133

(B) To the Commission:

KC District Engineer
600 NE Colbern Rd
Lee's Summit, MO 64086

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to

subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any

extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ___ day of _____, 20____.

Executed by the Commission this ___ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

City

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

Secretary to the Commission

Title _____

Approved as to Form:

Approved as to Form:

By _____

Commission Counsel

Title _____

[If needed to authorize a city official
to execute the agreement.]

Ordinance No: _____

Exhibit A - Location of Project

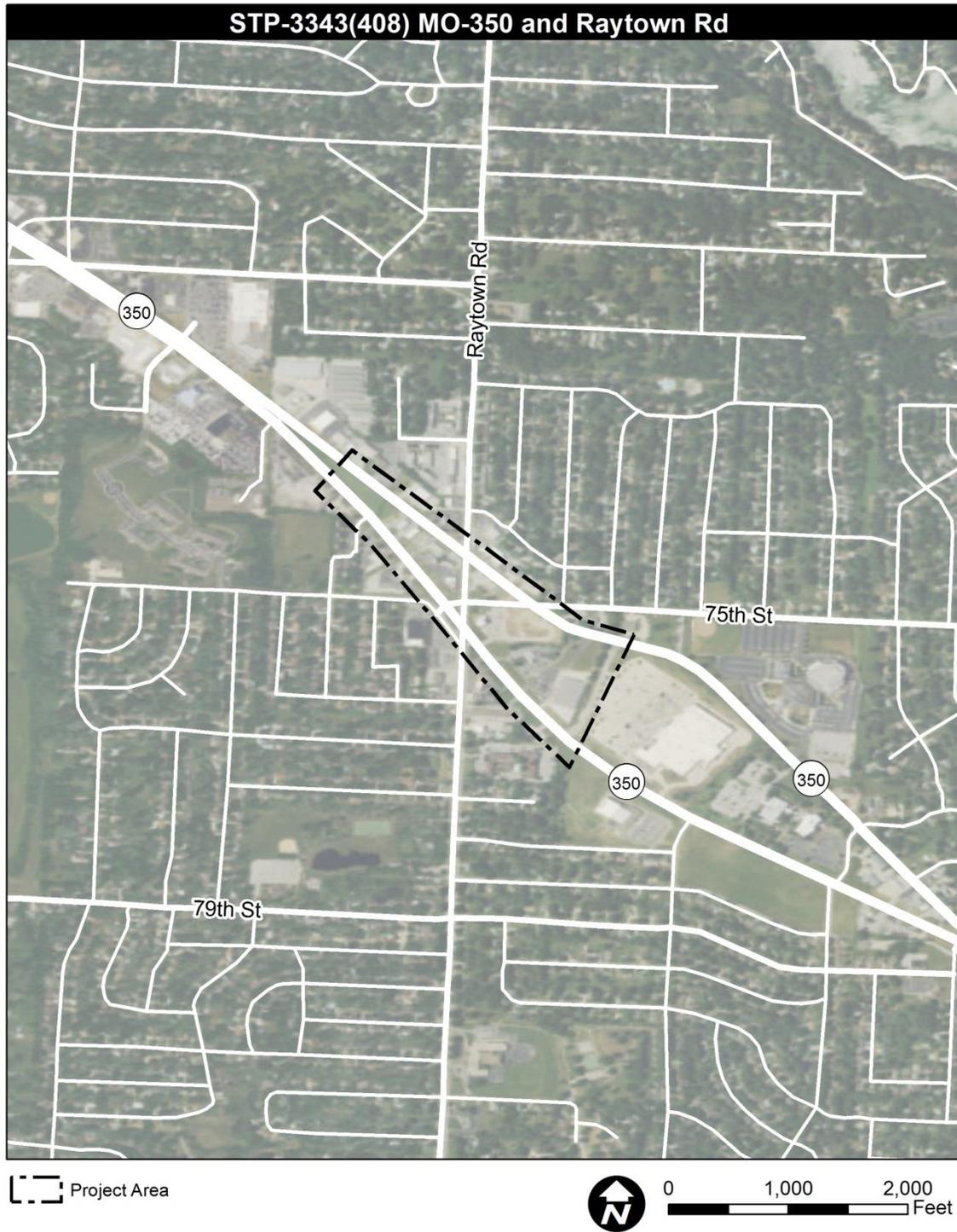


Exhibit B – Project Schedule

Project Description: STP-3343(408) Intersection improvements at 350 and Raytown Rd

Task	Date
Date funding is made available or allocated to recipient	11/1/2017
Solicitation for Professional Engineering Services (advertised)	No Fed Funds
Engineering Services Contract Approved	No Fed Funds
Conceptual Study (if applicable)	
Preliminary and Right-of-Way Plans Submittal (if Applicable)	11/1/2017
Plans, Specifications & Estimate (PS&E) Submittal	12/1/2017
Plans, Specifications & Estimate (PS&E) Approval	2/1/2018
Advertisement for Letting	2/15/2018
Bid Opening	3/15/2018
Construction Contract Award or Planning Study completed (REQUIRED)	5/1/2018

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**CITY OF RAYTOWN
Request for Board Action**

Date: December 12, 2017
To: Mayor and Board of Aldermen
From: Captain Michelle Rogers

Resolution No.: R-3044-17

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: A resolution approving expenditures not to exceed \$15,000.00 with Johnson County, Missouri Sheriff's Department.

Recommendation: Approve the resolution.

Analysis: On July 1, 2017 the City entered into a contract with Johnson County Missouri Sheriff's Department to provide housing for our inmates. The contract will terminate on June 30, 2019. The Police Department is requesting approval to provide payment of invoices to the Johnson County Missouri Sheriff's Department for fiscal year 2017-2018.

Alternatives: Default on the current contract and seek immediate bids for an alternate vendor.

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: \$15,000.00
Account Number (s): 101-32-00-100-52250
Fund: Professional Services
Department: Police

During Fiscal Year 2016-2017, \$48,500.00 was spent on this item.

Additional Reports Attached: Copy of current contract and copy of Resolution No: R-2979-17

A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT FOR INMATE SECURITY HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY, MISSOURI, SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$15,000.00 FOR FISCAL YEAR 2017-2018

WHEREAS, in order to provide for such inmate housing, the Raytown Police Department desires to enter into an agreement with Johnson County, Missouri, Sheriff's Office for fiscal year 2017-2018; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to continue an agreement for inmate security housing services, by and between Johnson County, Missouri Sheriff's Office and the City of Raytown, Missouri for fiscal year 2017-2018 in an amount not to exceed \$15,000.00;

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

THAT the continuation of an agreement for inmate security housing services, by and between Johnson County, Missouri Sheriff's Office and the City of Raytown, Missouri for fiscal year 2017-2018 in an amount not to exceed \$15,000.00 in substantially the same form as attached hereto, marked Exhibit "A" and incorporated herein by reference is hereby authorized and approved; and

FURTHER THAT the City Administrator and/or his designee is hereby authorized to execute any and all documents necessary and to take any and all actions necessary to effectuate the terms of the Agreement.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of December, 2017.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

AGREEMENT FOR DETENTION SERVICES

This AGREEMENT is made by and between the City of Raytown, Missouri (hereinafter called "City") and Johnson County Sheriff's Office (hereinafter called "Contractor").

WHEREAS, the City requires services for the housing of prisoners on a short and long term basis; and

WHEREAS, Contractor is prepared to provide these services;

NOW, THEREFORE, in consideration for the mutual covenants contained in this Agreement, the City and the Contractor agree as follows:

SECTION 1

Contractor agrees to furnish secure facilities and personnel twenty four hours a day, seven days a week for confinement of both male and female City prisoners being held from one day up to the one hundred eighty day maximum sentences that can be imposed by a municipal judge.

A. All facilities shall meet the following requirements:

1. Facility must be secured for the prevention of escape and confinement of prisoners at all times.
2. The facility shall separate male and female inmates such that they are not in sight or sound of each other (normal voice level).
3. The facility shall meet the requirements of the ACA (American Corrections Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by the City.

B. All facilities must be operated in accordance with the following requirements:

1. All operations shall comply with ACA (American Corrections Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by the City. Policies, where required, shall be available for review by City.
2. Contractor shall not allow employees with prior felony convictions or non-traffic related misdemeanor convictions to have direct contact with or supervision of City prisoners.
3. Programs, activities and services shall be provided equally to male and female prisoners.
4. Contractor shall be responsible for transporting prisoners from the City to the detention facility and other destinations (court, medical and dental treatment), as required. The cost associated with the transporting of prisoners will be as a cost of (20.00) per trip, however, when multiple prisoners from the contracted agency are transported, only one charge will be assessed for that trip.

The Contractor will provide two pick-up or deliveries per day and those will be at 0800 hrs and 2000 hrs. unless an agreement is made between the City and the Contractor. If additional pickup and deliveries are requested by the City, it is understood the \$20.00 trip charge will apply.

The Contractor has the rights to cancel or postpone any pickup or delivery of prisoners due to inclement weather or when conditions exist that would make said delivery or pickup dangerous to the public, prisoner or the Contractor's employee.

Paperwork associated with the pickup and delivery of the Cities prisoners MUST be received by the Contractor by 0500 hours for the morning transport and 1800 hrs for the evening transport. This is necessary to maintain consistency within the process.

Prisoners shall be picked up daily from the City's facility for transfer to Contractor's facility. When transporting an opposite sex prisoner, Contractor will ensure there are other prisoners on board or a minimum of two drivers unless the transport vehicle is equipped with a working in car video. Transport vehicles shall be secure, handicap accessible and shall have at minimum, cages, restraint equipment, emergency equipment (first aid and fire extinguisher), and communications equipment (radio or phone). The transport vehicle must be equipped with working heat and air conditioning in the prisoner compartment. The Contractor may charge the City a total of twenty dollars (\$20.00) per round trip from the Contractor's facility to pickup or to deliver the prisoner back to the City's Facility or their respective Courts. This twenty dollar fee will be charged per trip regardless of the number of prisoners being transported in the transport vehicle.

5. Only essential personal or medical property taken from a prisoner by the Raytown Police Department Detention Unit will be released to the Contractor personnel in a property bag after the contents are verified. The property will be in a bag that will then be sealed and a copy of the Raytown Detention Unit property slip attached. All other property belonging to the prisoner will be stored by the Cities Detention Unit to be released to an agreed upon person or stored until the prisoner is returned to their facility for final disposition.
6. All prisoners shall be provided an onsite health care professional for non emergency health care needs at no cost to the City. Prisoners requiring medical treatment at a hospital emergency room are to be taken to the nearest appropriate medical facility. Anytime a prisoner is taken for medical treatment, contractor will contact the City's Detention Unit and notify the on-duty staff of the nature of the illness/injury. Emergency treatment may be authorized by the Contractor; however, the City may not accept responsibility for the associated cost. Prisoners are personally responsible for any routine medicine, medical or dental expenses. Medications shall not be purchased for more than seven (7) days at a time.
7. All prisoners are to be released through the City's Police Department Detention Unit. When a prisoner has reached the day prior to his/her scheduled release date, Contractor will transport him/her to the City's Detention Unit. Prisoners who have had their fine or bond posted will also be transported back to the Cities Detention Unit for

release.

Whenever a prisoner has reached his or hers release date, they will, **without exception** be returned to the Cities Detention Unit.

This procedure will be followed regardless of any warrant that is outstanding from another agency. The prisoner will be taken back to the Cities Detention Unit and will be released to them. It will be the Cities responsibility to contact the Agency which has the outstanding warrant for the subject.

Contractor shall provide the following reports, in writing:

- 1 Incidents involving any City prisoner, whether as victim or suspect, shall be immediately reported to the City with a copy to the Detention Administrator. Reportable incidents include, but are not limited to: injuries, fights, assaults, claims of harassment, loss of personal property, escape, or attempted escape or conduct that results in loss of prisoner privileges.
1. A detailed report for housing, medical services, dental and medicine will be submitted to the Chief of Police or his designee once per month for all prisoners housed during the previous calendar month. This report shall include the prisoner's name, dates of housing, total number of days housed during the reporting period, and any other expenses.

- C. The City reserves the right to make unscheduled visits at the Contractor's facility and full access will be required at that time or the Agreement may be canceled.

SECTION 2

The Contractor agrees to guarantee the City a total of Ten (10) beds per day for their prisoners. This does not prohibit the Contractor from exceeding that amount provided there are vacant beds available at the time additional housing is requested by the City. If at any time the Contractor is housing prisoners for the City in excess of the guaranteed 10 prisoners, and it becomes necessary, due to other contractual commitments to other agencies or in an emergency situation, the City will be required to make arrangements to house their prisoners, over the guaranteed limit, at another facility or returned them back to the City for disposition.

City agrees to pay Contractor for the housing of both male and female prisoners for the agreed sum of \$40.00 per day. The fee of \$40.00 only pertains to the housing of the prisoners and does not include the transportation fees associated with the transporting of said prisoners to the required locations such as to and from the City, Contractors facility and Court.

SECTION 3

Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, City and Contractor will agree to an equitable adjustment of the Agreement price, period of service, or both, and will reflect such adjustment in a change order.

SECTION 4

Having considered the potential liabilities that may exist during the performance of this Agreement and the Contractor's fee, and in consideration of the mutual covenants contained in the Agreement, City and Contractor agree to allocate and limit such liabilities in accordance with this Section.

The Contractor agrees to indemnify and hold harmless the City, its agents, officials and employees and to assume all risk, responsibility for death of or injury to, any persons and for loss, damage or injury to any property (together with all expenses, including attorney fees, in defense or prosecution of any action involving any such death, injury or damage), arising from, growing out of, or in any manner or degree directly or indirectly related to the performance of this work, including patent and copyright infringements.

Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees.

SECTION 5

During the performance of the Services under this AGREEMENT, CONTRACTOR shall maintain the following insurance:

- A. Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
- B. Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.
- C. General Liability Insurance, with bodily injury limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with property damage limits of \$1,000,000 for each occurrence and \$1,000,000 aggregate.
- D. Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident.

Contractor shall furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to City. All subcontractors shall be required to include City and Contractor as additional insured on their General Liability insurance policies, and shall be required to indemnify City and Contractor to the same extent.

SECTION 6

City may terminate or suspend performance of this Agreement for City's convenience upon sixty (60) days' written notice to Contractor. Contractor shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay Contractor for all the services performed till the date of the termination by the City or suspension expenses. Upon restart, and equitable adjustment shall be made to Contractor's compensation.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to Contractor.

SECTION 7

A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

SECTION 8

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined.

SECTION 9

City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

SECTION 10

Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

SECTION 11

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

SECTION 12

Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

SECTION 13

Contractor agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this Agreement have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement.

SECTION 14

If specified in the original bid document, the City may exercise its option to renew the contract/agreement. The City will provide the contractor with a written renewal notice sixty (60) days prior to the expiration date of the contract period. Pricing shall be in accordance with the fees submitted on the original bid/proposal. All terms and conditions shall remain in effect during the subsequent renewal periods.

SECTION 15

During the performance of this agreement/contract or purchase order, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not to be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this agreement/contract or purchase order with any of the said rules, regulations, or orders, this agreement/contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for any further government agreement/contracts or purchase order or federally assisted agreements/contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor

or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event an organization becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interest of the United States."

SECTION 16

This Agreement shall be governed by the laws of the state of Missouri, and shall be in effect beginning July 1, 2017 and will terminate on June 30, 2019 unless an extension is agreed upon by both the City and the Contractor.

SECTION 17

Any communication required by this Agreement shall be made in writing to the address specified below:

CONTRACTOR:

Johnson County Sheriffs Office 278 SW 871 Centerview, MO 64019

FIRM NAME AND ADDRESS

CITY:

CONTACT PERSON AND ADDRESS

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and City.

SECTION 18

City and Contractor each reserve the right to, from time to time; enter into other agreements or contracts for specific projects. If such agreements or contracts are separately approved in writing by the parties, the terms and conditions of those agreements or contracts shall prevail for the specific projects set forth therein.

SECTION 19

This Agreement represents the entire agreement between the City and Contractor. All previous or contemporaneous agreements, representations, promises and conditions relating the Contractor's services described herein are superseded.

SECTION 20

The following Sections shall survive the expiration or termination of this Agreement for any reason: 2, 4, 7, 8, 10, 11, 12, 13, 19 and 20.

IN WITNESS WHEREOF, CITY and CONTRACTOR, by and through their authorized officers, have made and executed this Agreement

SIGNATURE OF AGREEMENT

CITY: Ravtown, Missouri

SIGNATURE: Chief Jim Lynch

SIGNATURE (PRINTED) Chief Jim Lynch

TITLE: CHIEF

DATE: 06/09/2017

CONTRACTOR: Johnson County Sheriff office

SIGNATURE: Scott Munsterman

SIGNATURE (PRINTED) Sheriff Scott Munsterman

TITLE: Sheriff

DATE: 5/10/2017

RESOLUTION NO.: R-2979-17

A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT FOR INMATE SECURITY HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY, MISSOURI, SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI FOR FISCAL YEAR 2016-2017 IN AN AMOUNT NOT TO EXCEED \$71,500.00

WHEREAS, in order to provide for such inmate housing, the Raytown Police Department desires to enter into an agreement with Johnson County, Missouri, Sheriff's Office for fiscal year 2016-2017; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to continue an agreement for inmate security housing services, by and between Johnson County, Missouri Sheriff's Office and the City of Raytown, Missouri for fiscal year 2016-2017 in an amount not to exceed \$71,500.00;

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

THAT the continuation of an agreement for inmate security housing services, by and between Johnson County, Missouri Sheriff's Office and the City of Raytown, Missouri for fiscal year 2016-2017 in an amount not to exceed \$71,500.00 in substantially the same form as attached hereto, marked Exhibit "A" and incorporated herein by reference is hereby authorized and approved; and

FURTHER THAT the City Administrator and/or Chief of Police is hereby authorized to execute any and all documents necessary and to take any and all actions necessary to effectuate the terms of the Agreement.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 6th day of June, 2017.

ATTEST:



Teresa M. Henry, City Clerk



Michael McDonough, Mayor

Approved as to Form:



George E. Kapke, City Attorney

CITY OF RAYTOWN
Request for Board Action

Date: December 12, 2017
To: Mayor and Board of Aldermen
From: Briana Burrichter, Director of Finance

Resolution No. R-3048-17

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____



Action Requested: To amend the current Transportation Sales Tax budget to reflect the removal of a bond issuance and to amend the current Capital Sales Tax budget to reflect the utilization of funds to support the 350 HWY & Raytown Road interchange project.

Recommendation: Approve the resolution.

Analysis: This amendment is due to the delay in last fiscal year's financing plan. Current staff began to review and analyze the need of debt issuance to fund needed transportation projects throughout the City. After much discussion, we believe it would be a more advisable solution to self-fund the projects through utilization of current Transportation Sales Tax and Capital Sales Tax monies. The change in budget would allow Public Works to complete the 83rd Street Bridge and 350 HWY Interchange projects this fiscal year. The Blue Ridge Overlay would come off the list of projects being completed this year.

Maintenance will also be at a minimum this year but future years will have full utilization for Transportation Sales Tax dollars instead of making up to a \$620,000.00 annual debt service payment.

Alternatives: Move on with the Transportation debt issuance as originally budgeted.

Budgetary Impact:

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

A RESOLUTION AMENDING THE FISCAL YEAR 2017-2018 BUDGET RELATING TO TRANSPORTATION AND CAPITAL SALES TAX

WHEREAS, it is necessary to amend the fiscal year 2017-2018 budget relating to transportation and capital sales tax; and

WHEREAS, pursuant to Resolution R-3031-17, the fiscal year 2017-2018 budget was approved; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to reappropriate the funds and amend the fiscal year 2017-2018 budget;

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

THAT the Fiscal Year 2017-2018 Budget approved by Resolution R-3031-17 is hereby amended as set out in Exhibit "A" relating to the transportation and capital sales tax; 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 19th day of December 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

**SUMMARY OF REVENUES AND EXPENDITURES AND FUND BALANCE
TRANSPORTATION SALES TAX FUND**

	2015-2016 Actual	2016-2017 Budget	2016-2017 Projected	2017-2018 Budget
Total Revenues	\$1,648,633	1,191,500	\$1,188,555	\$2,456,500
Percentage Change	37.98%	-27.73%	-27.91%	106.68%
Total Expenditures	\$1,473,137	1,352,169	\$1,019,364	\$3,472,101
Percentage Change	46.27%	-8.21%	-30.80%	240.61%
Excess of Revenues over (under) Expenditures	\$175,496	(\$160,669)	\$169,191	(\$1,015,601)
Fund Balance				
Unrestricted Fund Balance	\$712,022	\$910,375	\$910,375	\$1,016,316
Percentage Change	30.17%	27.86%	27.86%	11.64%
Restricted Fund Balance	\$82,432	\$59,575	\$59,575	\$122,825
Total Fund Balance	\$969,950	\$809,281	\$1,139,141	\$123,540
Percentage Change	22.09%	-16.56%	17.44%	-89.15%

City of Raytown Fiscal Year 2018 Annual Budget

Detailed Summary of Transportation Sales Tax Fund Revenues

	2015-2016 Actual	2016-2017 Budget	2016-2017 Projected	2017-2018 Budget
FUND: Transportation Sales Tax				
<u>Sales Tax</u>				
Transportation Sales Tax	1,500,594	1,500,000	1,500,075	1,515,000
TIF - EATS	(313,881)	(310,000)	(275,000)	(300,000)
Total General Sales Tax	<u>1,186,713</u>	<u>1,190,000</u>	<u>1,225,075</u>	1,215,000
<u>Grants</u>				
Grants	457,795			1,237,500
Total Grants	<u>457,795</u>	-	-	1,237,500
<u>Miscellaneous</u>				
Interest Earnings	1,628	-	3,841	2,000
Investment Income	2,497	1,500	3,686	2,000
Total Miscellaneous	<u>4,125</u>	<u>1,500</u>	<u>7,527</u>	4,000
<u>One Time Revenues</u>				
Bond Issuance				-
Total One Time Revenues	-	-	-	-
<u>Transfer From Other Funds</u>				
Total Transfers From Other Funds	-	-	-	-
<u>TOTAL TRANS. SALES TAX REVENUE</u>	<u><u>1,648,633</u></u>	<u><u>1,191,500</u></u>	<u><u>1,232,602</u></u>	<u><u>2,456,500</u></u>

Transportation Sales Tax Fund Budget

Expense Category	
Personnel Services	-
Supplies, Services, and Charges	358,000
Repairs & Maintenance	195,000
Utilities	-
Capital Expenditures	2,919,101
Debt Service	-
<hr/>	
Total Transportation Sales Tax Fund Request	3,472,101

Transportation Sales Tax Fund

Expense Category			17/18'
			Request
<i>Personnel Services</i>			-
<i>Supplies, Services, and Charges</i>			358,000
204-00-00-100-53999	Contractual Services		60,000
		KCATA	60,000
204-62-00-100-52250	Professional Services		295,000
		350 & Raytown Rd. Intersection ROW	20,000
		Pavement Condition Analysis	60,000
		Signal Design & Programming	15,000
		83rd Street Bridge- Inspection	100,000
		Hwy 350 & Raytown Rd- Inspection	100,000
204-62-00-100-53961	Bank Charges		3,000
<i>Repairs & Maintenance</i>			195,000
204-62-00-100-52300	Repair & Maintenance Supplies		95,000
		Street	35,000
		Salt Contingency	60,000
204-62-00-100-53600	Repair & Maintenance Services		100,000
<i>Utilities</i>			-
<i>Capital Expenditures</i>			2,919,101
204-62-00-100-57000	Capital Expenditures		2,919,101
		Downtown Streetscape	59,812
		Design 59th Street Sidewalks	796
		59th Street Inspection	59,571
		Concrete Repair	118,812
		59th Street Sidewalks	352,000
		Hwy 350 & Raytown Rd	750,000
		83rd Street Bridge	1,578,110
<i>Debt Service</i>			-
Total Transportation Sales Tax Fund Request			3,472,101

Annual Asphalt Overlay Project	110,000.00
Annual Concrete Curb, Sidewalk and Paving Contract	150,000.00
Annual Seal Project	275,000.00
Annual Pavement Marking Project	15,000.00
Crack Seal Program	10,000.00
59th Street	420,000
Rock Island Wayfinding Signage	20,000
Blue Ridge Overlay	600,000
Blue Ridge Overlay- Inspection	20,000

SUMMARY OF REVENUES AND EXPENDITURES AND FUND BALANCE
CAPITAL SALES TAX FUND

	2013-2014 Actual	2014-2015 Actual	2015-2016 Actual	2016-2017 Budget	2016-2017 Projected	2017-2018 Budget
Total Revenues	\$1,048,629	\$1,031,015	\$1,027,077	994,000	\$1,008,222	\$1,019,500
Percentage Change	9.01%	-1.68%	-0.38%	-3.22%	-1.84%	1.12%
Total Expenditures	\$1,158,726	\$1,063,348	\$769,781	2,021,519	\$1,335,181	\$1,867,994
Percentage Change	41.09%	-8.23%	-27.61%	162.61%	73.45%	39.91%
Excess of Revenues over (under)						
Expenditures	(\$110,097)	(\$32,333)	\$257,296	(\$1,027,519)	(\$326,959)	(\$848,494)
Fund Balance						
Unrestricted Fund Balance	\$1,063,609	\$954,393	\$922,257	\$1,181,207	\$1,181,207	\$852,973
Percentage Change	#REF!	-10.27%	-3.37%	28.08%	28.08%	-27.79%
Restricted Fund Balance	\$52,431	\$51,551	\$51,354	\$49,700	\$49,700	\$50,975
Total Fund Balance	\$1,005,944	\$973,611	\$1,230,907	\$203,388	\$903,948	\$55,454
Percentage Change	-9.86%	-3.21%	26.43%	-83.48%	-26.56%	-93.87%

City of Raytown Fiscal Year 2018 Annual Budget

Detailed Summary of Capital Sales Tax Fund Revenues

	2013-2014 Actual	2014-2015 Actual	2015-2016 Actual	2016-2017 Budget	2016-2017 Projected	2017-2018 Budget
FUND: Capital Sales Tax						
<u>Sales Tax</u>						
Capital Sales Tax	1,143,429	1,229,978	1,229,821	1,200,000	1,228,511	1,212,000
TIF - EATS	(224,151)	(229,184)	(235,410)	(225,000)	(200,000)	(215,000)
Total General Sales Tax	919,278	1,000,794	994,411	975,000	1,028,511	997,000
<u>Miscellaneous</u>						
Interest Earnings	17	16	2,071	-	4,000	3,750
Investment Income	1,688	2,504	3,205	4,000	4,221	3,750
Gain on sale of Fixed Asset	92,897	27,701	27,390	15,000	14,850	15,000
Auction Proceeds	34,750					
Total Miscellaneous	129,352	30,221	32,666	19,000	23,071	22,500
<u>One Time Revenues</u>						
Total One Time Revenues	-	-	-	-	-	-
<u>Transfer From Other Funds</u>						
Total Transfers From Other Funds	-	-	-	-	-	-
TOTAL CAPITAL SALES TAX REVENUE	1,048,630	1,031,015	1,027,077	994,000	1,051,582	1,019,500

Capital Sales Tax Fund Budget

Expense Category	
Personnel Services	-
Supplies, Services, and Charges	2,700
Repairs & Maintenance	-
Utilities	-
Capital Expenditures	1,865,294
Debt Service	-
<hr/>	
Total Capital Sales Tax Fund Request	1,867,994

Expense Category			17/18' Request
<i>Personnel Services</i>			-
<i>Supplies, Services, and Charges</i>			2,700
205-42-00-100-53961	Bank Charges		2,700
<i>Repairs & Maintenance</i>			-
<i>Utilities</i>			-
<i>Capital Expenditures</i>			1,865,294
Police	Dispatch- Security Camera Upgrades	800	
Police	Dispatch- 2 APX Control Station - Sgt Office & Go pack	4,116	
Police	Dispatch- 2 APX Mobile Radios	8,192	
Police	Dispatch- 15 Batteries for APX 4000	1,500	
Police	Dispatch- 15 APX 4000 Portable Radios	68,562	
Police	Replace 9 workstations, 2 laptops, 3 I-Pads	21,350	
Police	Replace Storage Area Network (SAN)	3,300	
Police	Replace 6 MDT's	30,000	
Police	Server Replacement	16,500	
Police	Printers- Admin, Detention., Invest.	3,900	
Police	Fleet- 8- In car cameras	43,000	
Police	Uniforms- Body Armor	18,000	
205-32-00-100-57000	Total		219,220
EMS	Carpet Bunkrooms	4,500	
EMS	Binder Lifts	4,534	
EMS	Stryker Belts	1,309	
EMS	Ford E450 Chassis	31,000	
EMS	Remount Osage 1212	72,000	
EMS	Pedi Sleeve Bags	1,530	
EMS	Stat Pack G3 Bags	2,881	
EMS	Auto Pulse Batteries	4,950	
205-72-00-100-57000	Total		122,704
Public Works	PW Street Sweeper Replacement	250,000	
Public Works	Fleet Service Garage Updates	90,000	
Public Works	Fuel Tank Replacement	95,000	
Public Works	Salt Barn Overhead Door	30,000	
Public Works	Hwy 350 & Raytown Rd	900,000	
Public Works	HVAC	62,720	
205-62-00-100-57000	Total		1,427,720
Admin	12 Workstations	17,000	
Admin	2 Laptops	3,500	
Admin	1 Server	10,000	
Admin	Upgrade Sound System in Courtroom	15,000	
Admin	1 NAS	8,000	
205-22-00-100-57000	Total		53,500
CD	Upgrade Sound System in Courtroom	42,150	

Capital Sales Tax Fund

205-82-00-100-57000 **Total** **42,150**

<i>Debt Service</i>	-
Total Transportation Sales Tax Fund Request	1,867,994

Public Works	Continuation of Traffic Signal Upgrades	85,000
Public Works	Asset Management System	120,000
Public Works	Continuation of Building Lighting LEDs	30,000

**CITY OF RAYTOWN
Request for Board Action**

Date: December 12, 2017
To: Mayor and Board of Aldermen
From: Tom Cole, City Administrator

Resolution No.: R-3049-17

Department Head Approval: _____

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

City Administrator Approval: _____



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

Analysis: A Request for Qualifications for legal services was issued and on July 25, 2017. After a thorough review by staff, direction has been given to enter into a Legal Services Agreement with Kapke & Willerth LLC.

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

Budgetary Impact:

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

Additional Reports Attached: Legal Services Agreement

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT FOR LEGAL SERVICES WITH KAPKE & WILLERTH, LLC FOR CITY ATTORNEY AND SPECIAL COUNSEL SERVICES AND APPROVING THE EXPENDITURE OF FUNDS WITH KAPKE & WILLERTH, LLC IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2017-2018

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

WHEREAS, the City of Raytown 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 of the utilization of Kapke & Willerth, LLC is anticipated to exceed \$15,000.00 in fiscal year 2017-2018; therefore, Board of Aldermen approval is required; and

WHEREAS, the City of Raytown finds it is in the best interest of the citizens of the City of Raytown to authorize and approve an agreement for legal services as set forth in Exhibit 'A' with Kapke & Willerth, LLC and approve the expenditure of funds to Kapke & Willerth, LLC in excess of \$15,000.00 but within budgeted amounts for fiscal year 2017-2018;

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

THAT it is in the best interest of the citizens of the City of Raytown to authorize and approve an agreement for legal services as set forth in Exhibit 'A' with Kapke & Willerth, LLC and approve the expenditure of funds to Kapke & Willerth, LLC in excess of \$15,000.00 but within budgeted amounts for fiscal year 2017-2018 is hereby authorized and approved; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of December, 2017.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, entered into this ____ day of December, 2017, by and between the City of Raytown, Missouri (hereinafter referred to as the "City") and Kapke & Willerth, LLC, 3304 NE Ralph Powell Road, Lee's Summit, Missouri 64064 (hereinafter referred to as the "Law Firm");

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties agree as follows:

1. Joe F. Willerth and the Law Firm agree to provide basic legal services with regard to those services necessary for conduct of day-to-day City business, including items such as attending meetings of the Board of Aldermen, committees and commissions, drafting ordinances, participating in telephone calls and meetings with City staff and officials, reviewing contracts, etc. Basic legal services shall not include any matters relating to prosecutorial services in Municipal Court, including any appeals emanating therefrom.
2. **COMPENSATION:** The Law Firm shall be paid One Hundred Seventy-Five Dollars (\$175.00) per hour for partner time and One Hundred Fifty Dollars (\$150.00) per hour for associate time billed in the performance of duties for the City hereunder.
3. The hourly rates multiplied by the hours expended, plus reimbursable expenses, shall be the maximum that the Law Firm may charge for services. The charges for services shall be reasonable under all circumstances. Reimbursable expenses may include, but not be limited to, photocopying, messenger and delivery service, computerized research, travel outside the Kansas City metropolitan area, long distance telephone and telecopying and word processing. Fees and expenses of others, such as accountants, expert witnesses or other professionals, generally will not be paid by the Law Firm, but will be billed directly to the City.

4. The Law Firm shall be paid monthly. Detailed invoices from the Law Firm shall be submitted monthly and shall identify services rendered on each case and shall state the hours worked and actual expenses incurred. The City shall pay the Law Firm within thirty (30) days of receipt of each invoice.

5. The term of this contract shall be for twelve (12) months with the option of the City to extend for an additional twelve (12) months. The City or the Law Firm may terminate this Agreement upon sixty (60) days written notice to the other specifying the effective date thereof. At the conclusion of services rendered, Law Firm shall deliver any physical and/or electronic client files to the City.

IN WITNESS WHEREOF, the City and the Law Firm have executed this Legal Services Agreement as of the date first above written.

CITY OF RAYTOWN, MISSOURI

By: _____

Tom Cole, City Administrator

Attest:

Teresa M. Henry, City Clerk

KAPKE & WILLERTH, LLC

By: _____

Joe F. Willerth

**CITY OF RAYTOWN
Request for Board Action**

Date: December 14, 2017
To: Mayor and Board of Aldermen
From: Tom Cole, City Administrator

Resolution No.: R-3050-17

Department Head Approval: _____

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

City Administrator Approval: _____

Analysis: The City has had a contract with Ross C. Nigro Jr. since February 2001 to provide prosecuting attorney services.

A history of compensation: 2001 - \$19,000.00, 2002 - \$20,387.00, 2011 – \$28,000.08, 2013 - \$28,840.00 and the proposed increase for 2017 is \$31,724.00.

Mr. Nigro's duties have significantly increased; especially in the administrative area, due to Senate Bill changes. This agreement was also approved in the fiscal year 2017-2018 budget.

Alternatives: Solicit proposals for a new City Prosecutor.

Staff Recommendation: Renew the agreement.

A RESOLUTION AUTHORIZING AND APPROVING A PROSECUTORIAL SERVICE AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND ROSS C. NIGRO, JR.

WHEREAS, pursuant to Section 79.230 RSMo. the Mayor with the consent and approval of the Board of Aldermen may appoint such other officers as the Mayor may be authorized by ordinance to appoint; and

WHEREAS, the Code of Ordinance of the City of Raytown, Missouri (the "City") establishes the office of City Prosecuting Attorney within the Law Department to be appointed as provided by law, to prosecute violations of City ordinances and perform such other duties as may be provided herein; and

WHEREAS, the City desires to appoint Ross C. Nigro, Jr. as City Prosecuting Attorney to perform such duties for the City; and

WHEREAS, Ross C. Nigro, Jr., Attorney at Law, desires to perform certain such duties for the City; and

WHEREAS, the City and Ross C. Nigro, Jr., desire to enter into a prosecutorial services agreement to provide for compensation and said services.

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

THAT the Prosecutorial Service Agreement by and between the City of Raytown, Missouri and Ross C. Nigro, Jr. in substantially the same form as attached hereto as Exhibit "A" is hereby authorized and approved;

FURTHER THAT, the City Administrator is hereby authorized to execute the letter agreement, and all documents necessary to the performance thereof, 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 19th day of December, 2017.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

**PROSECUTORIAL SERVICE AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN,
MISSOURI AND ROSS C. NIGRO, JR.**

WHEREAS, RSMo. 79.230 of the Missouri Statutes for Fourth Class Cities provides that the Mayor with the consent and approval of the Board of Aldermen may appoint such other officers as the Mayor may be authorized by ordinance to appoint; and

WHEREAS, the Code of Ordinance of the City of Raytown, Missouri establishes the office of City Prosecuting Attorney within the Law Department to be appointed as provided by law, to prosecute violations of city ordinances and perform such other duties as may be provided herein; and

WHEREAS, the City of Raytown, Missouri ("the City") desires to appoint Ross C. Nigro, Jr. as City Prosecuting Attorney to perform such duties for the City; and

WHEREAS, Ross C. Nigro, Jr., Attorney at Law ("Prosecuting Attorney"), desires to perform certain such duties for the City; and

WHEREAS, the City and the Prosecuting Attorney desire to enter into a prosecutorial services agreement to provide for compensation and said services.

NOW, THEREFORE, THE CITY OF RAYTOWN, MISSOURI AND ROSS C. NIGRO, JR., ATTORNEY AT LAW, AGREE AND UNDERSTAND AS FOLLOWS:

SECTION 1. Term. This agreement shall be an annual agreement from November 1 through October 31 to be reviewed by the City during preparation of the annual city budget. Said review will include service-related comments for the City Attorney, the City Administrator, and may include comments from the Court, Police, Finance, and Community Development Departments. Depending upon the Prosecuting Attorney maintaining specific standards set forth herein and the City's fiscal considerations, the City may offer to renew this agreement for another one year period. Non-renewal of this agreement does not supersede any legal process for removal of an appointive officer pursuant to RSMo 79.240.

SECTION 2. Compensation. The Prosecuting Attorney shall be paid thirty-one thousand three hundred seventy-two dollars (\$31,372.00) per year for the performance of services described below, less the required deductions per section 10 of this agreement. Said compensation shall be disbursed in equal monthly payments of \$2,614.33, less the required deductions per section 10 of this agreement. The Prosecuting Attorney shall also be able to purchase health insurance through the City's group health insurance plan under the same terms as City employees except that he shall not be eligible for any opt-out rebates. The Prosecuting Attorney will be responsible for the entire cost of the premium for the plan he has chosen, and the City will not reimburse or cover any portion of the expense. These rates shall not change without prior approval by the City. The City shall pay all expenses in accordance with its travel policy for the Prosecuting Attorney to attend one Missouri Municipal and Associated Circuit Judges Association (MMACJA) continuing education seminar per budget year.

SECTION 3. Nonappropriation. Notwithstanding Section 2, the City is obligated to only pay periodic payments under this agreement as may lawfully be made from available revenues. If an event of nonappropriation occurs, this agreement shall be deemed terminated at the end of the current term. An event of nonappropriation shall be deemed to have occurred if the City fails to budget appropriate or otherwise provide for sufficient funds to pay the fees referenced in Section 2 herein. In such an event, the City agrees to deliver notice to the Prosecuting Attorney of such nonappropriation at least 30 days prior to the end of the current term, but failure to give such notice shall not extend this agreement beyond such current term. Nonappropriation does not supersede the statutory process for removal of an appointive officer pursuant to R.S. MO 79.240.

SECTION 4. Duties and services. The Prosecuting Attorney shall prosecute municipal ordinance violations as assigned by the City. These prosecutorial duties shall generally include negotiated pleas, representing the City in bench trials and jury trials, and conducting the necessary research to effectively represent the City in same. The Prosecuting Attorney shall perform these duties through the direction of the City Attorney, and the City Administrator and shall adhere to the prosecutorial policies authorized by the City. Specifically, the Prosecuting Attorney shall perform the following:

- Be scheduled to handle the municipal court dockets set and the municipal appeals docket in the Circuit Court of Jackson County as assigned.
- Be at Raytown City Hall at least one-half hour before Court is called to order.
- Be available to handle municipal appeal jury trials as assigned by the City.
- Be available to respond to telephone calls from, and consult with City staff two to four hours per week. Said consultations, when possible, shall occur at Raytown City Hall.
- Shall update city staff regarding changes in criminal law and enforcement applicable to municipal ordinances and prosecution of those ordinances.

The Prosecuting Attorney when necessary, may sublet, transfer or assign any of their duties specified herein after making arrangements in advance for a substitute attorney who shall be an experienced prosecutor who serves or has served another municipality. The Prosecuting Attorney shall keep the City Attorney and City Administrator informed of any sublet, transfer or assignment. Any substitute attorney who is not a City employee or who does not have a service agreement with the City shall be an independent contractor or employee of the Prosecuting Attorney and not the City.

SECTION 5. Conflict of interest. The Prosecuting Attorney is precluded from representing clients in the Raytown Municipal Court or representing clients in any administrative process or hearing before a Raytown Board or Commission, including the Board of Aldermen.,

SECTION 6. Standards. The Prosecuting Attorney shall be licensed to practice law in the State of Missouri and shall remain in good standing with the Missouri Bar Association; provide competent and timely prosecutorial services to the City; conduct themselves professionally at court appearances; adhere to the policies and procedures of the City of Raytown; cooperate with the City Attorney, the City Administrator, the Raytown Municipal Court, the Departments of the City; and further the goals and objectives of the Mayor and the Board of Aldermen, as outlined and adopted by the Board of Aldermen in the annual budget.

SECTION 7. Right to terminate agreement. In the event that the Prosecuting Attorney fails to comply with the terms of this agreement, the City shall have the right to terminate this agreement upon thirty (30) calendar day's written notice to the Prosecuting Attorney. This agreement may be terminated by the Prosecuting Attorney by written notice given to the City Administrator within thirty (30) calendar days prior to the stated date of termination.

SECTION 8. Hold harmless. The City shall insure the Prosecuting Attorney against any tort, professional liability claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of the Prosecuting Attorney's duties. The Prosecuting Attorney shall be covered under any liability insurance policies written on behalf of the City for covered acts or omissions occurring in the performance of their duties as an official at no expense to the Prosecuting Attorney. The City shall be responsible for all costs incurred as a result of the defense, prosecution, judgment or settlement of claims and suits, during the term of this agreement or thereafter, arising out of and within the scope of the performance of the Prosecuting Attorney's duties as an official. The City shall bear the full cost of any official bond required of the Prosecuting Attorney under any law or statute. To the extent that the Prosecuting Attorney is insured under another professional liability policy, such insurance coverage shall be secondary and the insurance provided by the City shall be primary.

SECTION 9. Applicable law. The terms of this agreement shall be governed by the laws of the State of Missouri.

SECTION 10. Independent contractor. Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Prosecuting Attorney shall at all times be an independence contractor with respect to the services to be performed under this agreement. Pursuant to R.S. MO Section 105.300 and 405.440, the City shall pay the appointed Prosecuting Attorney's old age and survivor's insurance contributions (FICA) pursuant to the applicable social security tax agreement. However, the City shall be exempt from payment of all Unemployment Compensation, retirement, life and/or medical insurance, Worker's Compensation Insurance, or any other fringe benefits, tax withholding or employment taxes and tax payments related to their compensation. The Prosecuting Attorney will hold the City harmless from any claims for such taxes, payments or related interests and penalties.

SECTION 11. Entire agreement. This agreement constitutes the entire agreement between the City and the Prosecuting Attorney with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written are hereby of no further force or effect.

SECTION 12. Modification. The parties to this agreement may amend or modify this agreement only by a written instrument executed by both parties and adopted by the Raytown Board of Aldermen.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED this 19th day of December, 2017.

CITY OF RAYTOWN, MISSOURI

Tom Cole, City Administrator

ATTEST:

Teresa Henry, City Clerk

ROSS C. NIGRO, JR.

Attorney at Law

**CITY OF RAYTOWN
Request for Board Action**

Date: December 12, 2017
To: Mayor and Board of Aldermen
From: Briana Burrichter, Director of Finance

Resolution No.: R-3051-17

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____

Action Requested: Staff Requests approval of resolution to amend the fiscal year 2017-2018 budget by \$757,514.00 to account for the encumbrances from fiscal year 2016-2017 that should have rolled into fiscal year 2017-2018.

Recommendation: Approve the resolution.

Analysis: The City has several roll-over encumbrances from 2016-2017 that should be added to the 2017-2018 budget. The attached exhibit lists in detail the encumbrances that will be added to the FY 2017-2018 budget, if approved.

The funds are coming from unappropriated surplus since these were authorized in fiscal year 2016-2017, but not spent.

Requesting the following appropriation:

204.62.00.100.57000
Transportation Sales Tax Fund
Public Works Department
Capital Expenditure
\$590,193.31

205.62.00.100.57000
Capital Sales Tax Fund
Public Works Department
Capital Expenditure
\$62,719.70

205.82.00.100.57000
Capital Sales Tax Fund
Com. Dev. Department
Capital Expenditure
\$42,150.00

201.92.00.100.57000
Parks Fund
Parks Department
Capital Expenditure
\$32,344.00

401.62.00.100.57000
Storm Water Fund
Public Works Department
Capital Expenditure
\$30,106.38

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 sufficient for this appropriation are available from the sources indicated below:

204.00.00.100.39999
Transportation Sales Tax Fund
City-Wide
Unreserved Fund Balance
\$590,193.31

205.00.00.100.39999
Capital Sales Tax Fund
City-Wide
Unreserved Fund Balance
\$104,869.70

201.00.00.100.39999
Parks Fund
Parks Department
Unreserved Fund Balance
\$32,344.00

401.00.00.100.39999
Storm Water Fund
City-Wide
Unreserved Fund Balance
\$30,106.38

A RESOLUTION AMENDING THE FISCAL YEAR 2017-2018 BUDGET BY TRANSFERRING \$757,514.00 FROM UN-APPROPRIATED SURPLUS TO VARIOUS FUNDS TO ACCOMMODATE PRIOR YEAR ENCUMBRANCES WHICH WERE APPROVED IN FISCAL YEAR 2016-2017 BUT NOT EXPENDED DURING SUCH FISCAL YEAR

WHEREAS, the purchase of certain items were approved by Resolution 3031-17 on October 10, 2017; and

WHEREAS, funds for such purposes were available in the Fiscal Year 2016-2017; however, such expenditures were not completed in Fiscal Year 2016-2017 and such funds have not previously been re-appropriated into the Fiscal Year 2017-2018 budget; and

WHEREAS, in order to implement this budget adjustment, it is necessary to amend Resolution R-3031-17, adopting the budget for Fiscal Year 2017-2018.

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

THAT the Fiscal Year 2017-2018 budget approved by Resolution R-3031-17, is hereby amended to approve the following appropriations from the un-appropriated surplus remaining at the end of Fiscal Year 2016-2017:

FROM:

204.00.00.100.39999 Transportation Sales Tax Fund City-Wide Unreserved Fund Balance \$590,193.31	205.00.00.100.39999 Capital Sales Tax Fund City-Wide Unreserved Fund Balance \$104,869.70	201.00.00.100.39999 Parks Fund Parks Department Unreserved Fund Balance \$32,344.00
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401.00.00.100.39999
Storm Water Fund
City-Wide
Unreserved Fund Balance
\$30,106.38

TO:

204.62.00.100.57000 Transportation Sales Tax Fund Public Works Department Capital Expenditure \$590,193.31	205.62.00.100.57000 Capital Sales Tax Fund Public Works Department Capital Expenditure \$62,719.70	205.82.00.100.57000 Capital Sales Tax Fund Com. Dev. Department Capital Expenditure \$42,150.00
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201.92.00.100.57000 Parks Fund Parks Department Capital Expenditure \$32,344.00	401.62.00.100.57000 Storm Water Fund Public Works Department Capital Expenditure \$30,106.38
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PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of December, 2017.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form

Joe Willerth, City Attorney



City of Raytown, MO

Fiscal Year Close Register

Purchase Orders

Packet: POPKT04406 - Fiscal Year 2017 EOY

Issue Date Range: 11/01/2016 - 10/31/2017

Fiscal Year End: 10/31/2017

Budget: 2017-18 - Budget 2017-2018

PO Number	PO Description	PO Status	Vendor	Issue Date	Total Amount	Outstanding	Action	Create Budget Adj.
16-07364-R1	Downtown Streetscape Project R-2873-16	Partially Received	VEN03317 - National Streetscape, Inc.	11/01/2016	106,624.09	59,811.64	Void and Reissue	Y
16-07967-R1	design of 59th Street sidewalk & BRB bike la	Partially Received	VEN01014 - Trekk Design Group, LLC	11/01/2016	2,806.82	795.34	Void and Reissue	Y
17-08906	resolution for City Hall HVAC - R-2926-16	Partially Received	2346 - ACS AUTOMATED CONTROL SYSTEM	01/17/2017	425,000.00	61,924.36	Void and Reissue	Y
17-10412	Park Maintenance Building Siding Replacem	Partially Received	VEN01773 - The Wilson Group, Inc.	09/21/2017	49,760.00	32,344.00	Void and Reissue	Y
17-10516	Resolution R-3016-17 - inspection 59th St Si	Partially Received	03538 - George Butler Associates, Inc.	10/03/2017	62,399.40	59,570.55	Void and Reissue	Y
17-10519	2017 Concrete Repair Project R-3029-17	Partially Received	5235 - LAN-TEL COMMUNICATION AND UNI	10/03/2017	185,000.00	118,811.12	Void and Reissue	Y
17-10521	59th Street Sidewalk Projectt Resolution R-2	Outstanding	03867 - S&A Contracting, LLC and Lead Banl	10/03/2017	352,000.00	352,000.00	Void and Reissue	Y
17-10648	Emergency stormwater repair -8609-8611 E	Partially Received	4404 - Wiedenmann & Godfrey	10/24/2017	42,000.00	30,106.38	Void and Reissue	Y
Report Totals: Purchase Order Count: (8)					1,225,590.31	715,363.39		

Briana Burrichter

From: Ray Haydaripoor
Sent: Wednesday, December 6, 2017 2:59 PM
To: Briana Burrichter
Cc: Deb Gorman
Subject: EnerGove

Follow Up Flag: Follow up
Flag Status: Flagged

Briana:

Below are the two payments we have made so far:

Invoice	Date	Account	Amount
025-203750	10/06/17	205-82-00-100-53250	6,500.00
025-201099	09/19/17	205-82-00-100-53250	16350.00

\$42,150

We've budgeted \$65000 for FY17. Please let me know if you need anything else.

Thanks,

Ray Haydaripoor, CPM
DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT
City of Raytown, MO
10000 E. 59th Street
Raytown, MO 64133
816-737-6093 Office
816-737-6164 Fax
rayh@raytown.mo.us

**CITY OF RAYTOWN
Request for Board Action**

Date: December 12, 2017
To: Mayor and Board of Aldermen
From: Briana Burrichter, Director of Finance

Resolution No.: R-3052-17

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 is implementing 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. 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.

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
\$40,000.00

101.52.00.100.53644
General Fund
Court
IT
\$22,000.00

101.82.00.100.53644
General Fund
Com. Dev. Department
IT
\$19,000.00

205.82.00.100.57000
Capital Sales Tax Fund
Com. Dev. Department
Capital Expenditure
\$42,150.00

During fiscal year 2016-2017, \$103,703.42 was spent on this item.

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 \$123,150.00 FOR FISCAL YEAR 2017-2018

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 2017-2018; 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 \$123,150.00 for fiscal year 2017-2018;

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

THAT the 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 \$123,150.00 for fiscal year 2017-2018 is hereby authorized and approved; and

FURTHER THAT the City Administrator and/or his designee 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 19th day of December, 2017.

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 12, 2017

Resolution No.: R-3053-17

To: Mayor and Board of Aldermen

From: Damon Hodges, Director of Public Works

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Board of Aldermen approval of the authority to purchase 700 tons of road salt for 2017-18 winter operations at the rate of \$60.88 per ton for a minimum amount of \$42,616.00.

Recommendation: Staff recommends approval as submitted.

Analysis: In May of 2017, Independent Salt Company submitted the low bid for 700 tons of salt at \$60.88/ton resulting in a total bid amount of \$42,616.00. The contract, approved by the Board of Aldermen on June 20, 2017, includes the option to purchase additional salt at the same unit price of \$60.88 through March 31, 2018. Staff recommends the purchase of 700 tons from Independent Salt Company to be delivered prior to March 31, 2018 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 from Independent Salt prior to March 31, 2018.

The Public Works Dept. has budgeted \$60,000.00 for salt in FY2018.

Alternatives: N/A

Budgetary Impact:

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

Amount to Spend: Not to exceed \$60,000.00
Account: 204.62.00.100.52300
Fund: Transportation Sales Tax Fund
Repair & Maintenance Supplies
Salt Contingency

During fiscal year 2016-2017 \$50,134.05 was spent on this item.

Additional Reports Attached: Bid Tab from May 2017 Bids.

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH INDEPENDENT SALT COMPANY FOR THE PURCHASE OF SALT FOR THE PURPOSE OF TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER IN A TOTAL AMOUNT NOT TO EXCEED \$60,000.00 FOR FISCAL YEAR 2017-2018

WHEREAS, the City of Raytown (the "City") issued an invitation to bid on its 2017-2018 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 Independent Salt Company in the amount of \$60.88 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 Independent Salt Company in the amount of \$60.88 per ton for a total amount not to exceed \$60,000.00 for fiscal year 2017-2018;

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

THAT the Board of Aldermen find it is in the best interest of the City to authorize and approve an agreement to purchase salt from Independent Salt Company in the amount of \$60.88 per ton for a total amount not to exceed \$60,000.00 for fiscal year 2017-2018; and

FURTHER THAT the City Administrator and/or his designee, 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.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of December, 2017.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

Bid Tabulation
2:00pm, Friday May 12, 2017

2017-18 ROAD SALT PURCHASE



			1.		2.		3.	
			Independent Salt Co.		Central Salt LLC		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	\$ 60.88	\$ 42,616.00	\$ 66.71	\$ 46,697.00	\$ 107.14	\$ 74,998.00

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

5.	
Cargill Deicing Tech.	
Bid Unit Price	Bid Price
\$ -	No Bid

CITY OF RAYTOWN
Request for Board Action

Date: December 12, 2017

Resolution No.: R-3054-17

To: Mayor and Board of Aldermen

From: Damon Hodges, Director of Public Works

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Utilize the Storm Water Fund budget to allocate \$27,075.00 plus an approximate 10% contingency of \$2,925.00 for a total of \$30,000.00 from Capital Expenditures in the Storm Water Fund for emergency storm water repairs.

Recommendation: Staff recommends approval as submitted.

Analysis: On Sunday, August 6th, 2017 the City of Raytown was informed that the stone retaining wall on the west side of Woodson Road near The River Church had partially collapsed. Monday morning, August 7th Public Works Department (PWD) crews barricaded the area and began to remove the clogged debris from the 2 culverts crossing under Woodson Road.

PWD reached out to Jerry Wiedenmann of Wiedenmann Inc., Jimbo Leath of Leath & Sons, and D&D Custom Construction to make a site visit and begin the process of writing an estimate for the repairs.

PWD received a response from all 3 contractors. Two contractors submitted proposals as attached, and Wiedenmann Inc. declined. After reviewing the estimates, response time frame and internal discussion, it was determined to move forward with the D & D Custom Construction proposal. The proposal will include the repair/relaying of the stone wall along with raising the wall eighteen (18) inches for additional safety and installing scuppers for drainage along the wall.

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: \$30,000.00
Account Number: 401.62.00.100.53600
Fund: Storm Water Fund

Additional Reports Attached: D&D Custom Construction Estimate, Leath & Sons, Inc. Estimate, and Pictures.

A RESOLUTION AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF STORM WATER INFRASTRUCTURE REPAIR IN THE CITY OF RAYTOWN, MISSOURI FROM D & D CUSTOM CONSTRUCTION AND APPROVING PROJECT EXPENSES FOR WOODSON ROAD AND LITTLE BLUE FOR A TOTAL AMOUNT NOT TO EXCEED \$30,000.00

WHEREAS, the City of Raytown periodically identifies storm water infrastructure that needs repair beyond staff capacity; and

WHEREAS, the City of Raytown received two (2) proposals for repair of an emergency storm water repair located at Woodson Road and Little Blue and determined the bid received from D & D Custom Construction. to be the most competitive bid; and

WHEREAS, the Board of Aldermen finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the professional services of storm water infrastructure repair from D & D Custom Construction and approve project expenses for Woodson Road and Little Blue for a total amount not to exceed \$30,000.00;

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

THAT the professional services of storm water infrastructure repair from D & D Custom Construction and approving project expenses for Woodson Road and Little Blue for a total amount not to exceed \$30,000.00 is hereby authorized and approved; and

FURTHER THAT the City Administrator and/or his designee is authorized to execute all documents necessary to these transactions and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of December, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

6400 Woodson Road – Stone Retaining Wall Pictures

August 7, 2017



August 7, 2017



August 22, 2017

November 28, 2017



WOODSON & LITTLE BLUE STORM REPAIR

Legend

-  24" RIP RAP
-  CLEAN OUT CHANNEL





9301 E 63rd St
 Raytown MO 64133
 Office 816-353-8623
 Fax 816-353-7011

Tony Mesa
 City of Raytown Public Works
 1000 E 59th Street
 Raytown, MO 64133

August 17, 2017

RE: Woodson Rd & Little Blue Road Storm Sewer Repair

Tony, I am pleased to present a proposal for Woodson Rd & Little Blue Road Storm Sewer Repair Project. Please see attached map showing limits of repair. Please let me know if you have any questions.

City of Raytown Woodson & Little Blue RD Storm Sewer Repair					
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	TRAFFIC CONTROL	1	LS	\$ 2,000.00	\$ 2,000.00
2	Labor & Equipment	1	LS	\$ 15,552.00	\$ 15,552.00
3	24" RIP RAP	300	TON	\$ 29.75	\$ 8,925.00
				TOTAL	\$ 26,477.00

Sincerely,

David Oshel
 Leath & Sons, Inc.

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH PYRAMID CONTRACTORS FOR THE 83RD STREET BRIDGE PROJECT IN A TOTAL AMOUNT NOT TO EXCEED \$1,578,110.00

WHEREAS, the City of Raytown (the “City”) issued an invitation to bid on the 83rd Street Bridge Project; and

WHEREAS, the Public Works Department received four (4) bids in response to the invitation and has determined that the bid submitted by Pyramid Contractors in the amount of \$1,434,644.69 was the most advantageous bid received; and

WHEREAS, the City finds Pyramid Contractors meet all of the qualifications as the lowest and best bidder for the project; and

WHEREAS, the City desires to enter into an agreement with Pyramid Contractors for the 83rd Street Bridge Project in an amount of \$1,434,644.69 for such purposes; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$143,465.31 to fund any changes in the final unit measurements for a total amount not to exceed \$1,578,110.00.

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

THAT the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Pyramid Contractors in an amount of \$1,434,644.69 for the 83rd Street Bridge Project within the City, attached hereto as Exhibit “A” and incorporated herein, is hereby authorized and approved; and

FURTHER THAT, the Board of Aldermen finds it is in the best interest of the City to authorize and approve an additional \$143,465.31 to fund any changes in the final unit measurements for a total amount not to exceed \$1,578,110.00; and

FURTHER THAT the City Administrator, or designee, 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.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of December, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney



BID RESULTS

83rd Street Bridge Project, STP-3400(443)

2:00pm, Tuesday, October 24, 2017

	CONTRACTOR	BASE BID
1.	Pyramid Contractors Incorporated	\$1,434,644.69
2.	Phillips Hardy, Inc.	\$1,544,650.55
3.	Clarkson Construction Company	\$1,612,338.87
4.	L.G. Barcus & Sons, Inc.	\$1,779,159.48
	Engineer's Estimate	\$1,727,743.00



BID TABULATION

83rd Street Bridge Project, STP 3400(443)

DATE BID: Tues., October 24, 2017 at 2:00PM

Item Description	Est. Qty.	Units	¹ Pyramid Contractors		² Phillips Hardy Inc.		³ Clarkson Construction		⁴ L.G. Barcus and Sons		Engineer's Estimate	
			Unit Price	Est. Amount	Unit Price	Est. Amount	Unit Price	Est. Amount	Unit Price	Est. Amount	Unit Price	Est. Amount
1. Mobilization	1	LS	\$80,000.00	\$80,000.00	\$74,500.00	\$74,500.00	\$148,133.32	\$148,133.32	\$120,000.00	\$120,000.00	\$100,000.00	\$100,000.00
2. Clearing and grubbing	1	Acre	\$10,000.00	\$10,000.00	\$4,680.00	\$4,680.00	\$5,000.00	\$5,000.00	\$25,500.00	\$25,500.00	\$8,500.00	\$8,500.00
3. Removal of Improvements	1	LS	\$12,000.00	\$12,000.00	\$9,450.00	\$9,450.00	\$7,209.06	\$7,209.06	\$29,850.00	\$29,850.00	\$40,000.00	\$40,000.00
4. Unclassified Excavation	1062	CY	\$24.00	\$25,488.00	\$13.50	\$14,337.00	\$20.23	\$21,484.26	\$25.10	\$26,656.20	\$18.00	\$19,116.00
5. Compacting embankment	5	CY	\$28.00	\$140.00	\$9.25	\$46.25	\$0.83	\$4.15	\$100.00	\$500.00	\$25.00	\$125.00
6. Class 3 excavation	478	CY	\$30.00	\$14,340.00	\$14.00	\$6,692.00	\$4.19	\$2,002.82	\$5.00	\$2,390.00	\$40.00	\$19,120.00
7. Type 5 aggregate for base (6 in. thick)	1122	SY	\$12.00	\$13,464.00	\$18.00	\$20,196.00	\$14.24	\$15,977.28	\$14.50	\$16,269.00	\$10.00	\$11,220.00
8. Bituminous pavement mixture pg70-22, (bp-1)	76	Ton	\$109.00	\$8,284.00	\$123.00	\$9,348.00	\$155.00	\$11,780.00	\$155.00	\$11,780.00	\$94.368421	\$7,172.00
9. Bituminous pavement mixture pg64-22, (bp-1)	297	Ton	\$82.00	\$24,354.00	\$92.50	\$27,472.50	\$103.00	\$30,591.00	\$103.00	\$30,591.00	\$66.00	\$19,602.00
10. Tack coat	70	Gal	\$4.50	\$315.00	\$5.10	\$357.00	\$2.40	\$168.00	\$2.40	\$168.00	\$2.00	\$140.00
11. Concrete pavement (12 in. non-reinforced)	175	SY	\$93.50	\$16,362.50	\$144.00	\$25,200.00	\$127.25	\$22,268.75	\$127.25	\$22,268.75	\$105.00	\$18,375.00
12. 42 in. Concrete barrier curb and moment slab	200	LF	\$560.00	\$112,000.00	\$585.00	\$117,000.00	\$247.26	\$49,452.00	\$610.00	\$122,000.00	\$300.00	\$60,000.00
13. (60 in) Pedestrian fence (Roadway Item)	171	LF	\$145.00	\$24,795.00	\$163.00	\$27,873.00	\$144.00	\$24,624.00	\$144.00	\$24,624.00	\$200.00	\$34,200.00
14. Concrete sidewalk (4 in.)	76	SY	\$36.00	\$2,736.00	\$70.00	\$5,320.00	\$62.05	\$4,715.80	\$62.00	\$4,712.00	\$39.789474	\$3,024.00
15. Concrete curb (6 in. height and under) type S	188	LF	\$32.00	\$6,016.00	\$39.50	\$7,426.00	\$35.05	\$6,589.40	\$35.05	\$6,589.40	\$35.00	\$6,580.00
16. Integral curb (6 in. height and under) type A	103	LF	\$16.50	\$1,699.50	\$13.50	\$1,390.50	\$12.00	\$1,236.00	\$12.00	\$1,236.00	\$20.00	\$2,060.00
17. Furnishing grouted type 3 rock ditch liner	23	CY	\$60.00	\$1,380.00	\$47.50	\$1,092.50	\$140.94	\$3,241.62	\$73.85	\$1,698.55	\$55.00	\$1,265.00
18. Furnishing grouted type 4 rock ditch liner	27	CY	\$54.00	\$1,458.00	\$47.50	\$1,282.50	\$182.31	\$4,922.37	\$75.50	\$2,038.50	\$49.00	\$1,323.00
19. Placing grouted type 3 rock ditch liner	23	CY	\$95.00	\$2,185.00	\$147.00	\$3,381.00	\$226.61	\$5,212.03	\$89.10	\$2,049.30	\$40.00	\$920.00
20. Placing grouted type 4 rock ditch liner	27	CY	\$85.00	\$2,295.00	\$129.00	\$3,483.00	\$193.04	\$5,212.08	\$76.10	\$2,054.70	\$50.00	\$1,350.00
21. Type CG-1 curb and gutter	113	LF	\$24.50	\$2,768.50	\$49.50	\$5,593.50	\$43.75	\$4,943.75	\$43.75	\$4,943.75	\$25.00	\$2,825.00
22. Truck or trailer mounted attenuator (tma)	1	EA	\$250.00	\$250.00	\$565.00	\$565.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$1,600.00	\$1,600.00
23. Curved vane grate and frame (4' x 2' or 1200mm x 600mm)	1	EA	\$240.00	\$240.00	\$678.00	\$678.00	\$1.00	\$1.00	\$120.00	\$120.00	\$875.00	\$875.00
24. Manhole frame and cover, Type 1-a	2	EA	\$240.00	\$480.00	\$508.00	\$1,016.00	\$1.00	\$2.00	\$120.00	\$240.00	\$475.00	\$950.00
25. Construction signs	547	SF	\$8.00	\$4,376.00	\$9.05	\$4,950.35	\$8.00	\$4,376.00	\$8.00	\$4,376.00	\$8.00	\$4,376.00
26. Advanced warning rail system	4	EA	\$20.00	\$80.00	\$22.50	\$90.00	\$20.00	\$80.00	\$20.00	\$80.00	\$80.00	\$320.00
27. Flag assembly	6	EA	\$20.00	\$120.00	\$22.50	\$135.00	\$20.00	\$120.00	\$20.00	\$120.00	\$30.00	\$180.00
28. Channelizer (trim line)	20	EA	\$25.00	\$500.00	\$28.50	\$570.00	\$25.00	\$500.00	\$25.00	\$500.00	\$25.00	\$500.00
29. Type iii moveable barricade with light	12	EA	\$190.00	\$2,280.00	\$215.00	\$2,580.00	\$190.00	\$2,280.00	\$190.00	\$2,280.00	\$250.00	\$3,000.00
30. Flashing arrow panel	2	EA	\$250.00	\$500.00	\$282.00	\$564.00	\$250.00	\$500.00	\$250.00	\$500.00	\$1,400.00	\$2,800.00
31. Changeable mess. sign, w/out comm. Interface, contractor	2	EA	\$4,400.00	\$8,800.00	\$4,970.00	\$9,940.00	\$4,400.00	\$8,800.00	\$4,400.00	\$8,800.00	\$4,500.00	\$9,000.00
32. Type 2 pref. marking tape (grooved), 4 in. wh.	14	LF	\$20.00	\$280.00	\$22.50	\$315.00	\$20.00	\$280.00	\$20.00	\$280.00	\$3.50	\$49.00
33. Type 2 pref. marking tape (grooved), straight arrow	6	EA	\$250.00	\$1,500.00	\$282.00	\$1,692.00	\$250.00	\$1,500.00	\$250.00	\$1,500.00	\$280.00	\$1,680.00
34. 4 in. wh. waterborne pvmnt marking paint, type p beads	1031	LF	\$0.50	\$515.50	\$0.55	\$567.05	\$0.50	\$515.50	\$0.50	\$515.50	\$0.600388	\$619.00
35. 4 in. yellow waterborne pvmnt marking paint, type p beads	770	LF	\$0.50	\$385.00	\$0.55	\$423.50	\$0.50	\$385.00	\$0.50	\$385.00	\$0.60	\$462.00
36. Type 2 preformed marking tape (grooved), bike symbol	6	EA	\$250.00	\$1,500.00	\$282.00	\$1,692.00	\$250.00	\$1,500.00	\$250.00	\$1,500.00	\$350.00	\$2,100.00

Item Description	Est. Qty.	Units	1		2		3		4		Engineer's Estimate	
			Pyramid Contractors Unit Price	Est. Amount	Phillips Hardy Inc. Unit Price	Est. Amount	Clarkson Construction Unit Price	Est. Amount	L.G. Barcus and Sons Unit Price	Est. Amount	Unit Price	Est. Amount
37. Contractor furnished surveying and staking	1	LS	\$6,000.00	\$6,000.00	\$10,200.00	\$10,200.00	\$5,750.00	\$5,750.00	\$4,250.00	\$4,250.00	\$16,000.00	\$16,000.00
38. 15" Class ii reinforced concrete pipe	158	LF	\$90.00	\$14,220.00	\$47.00	\$7,426.00	\$96.40	\$15,231.20	\$92.50	\$14,615.00	\$35.00	\$5,530.00
39. 18" Class ii reinforced concrete pipe	23	LF	\$72.00	\$1,656.00	\$52.00	\$1,196.00	\$54.01	\$1,242.23	\$131.75	\$3,030.25	\$40.00	\$920.00
40. 15" Class iii reinforced concrete pipe	115	LF	\$60.00	\$6,900.00	\$47.00	\$5,405.00	\$37.35	\$4,295.25	\$59.35	\$6,825.25	\$42.00	\$4,830.00
41. 24" Class ii reinforced concrete pipe	17	LF	\$92.00	\$1,564.00	\$64.00	\$1,088.00	\$74.09	\$1,259.53	\$120.75	\$2,052.75	\$50.00	\$850.00
42. 24" Class ii concrete flared end section	1	EA	\$1,850.00	\$1,850.00	\$2,950.00	\$2,950.00	\$1,122.64	\$1,122.64	\$1,700.00	\$1,700.00	\$1,000.00	\$1,000.00
43. Precast concrete manhole - 48 in.	16	LF	\$400.00	\$6,400.00	\$530.00	\$8,480.00	\$414.96	\$6,639.36	\$460.00	\$7,360.00	\$450.00	\$7,200.00
44. Precast concrete drop inlet 4 ft x 2 ft	5	LF	\$800.00	\$4,000.00	\$1,860.00	\$9,300.00	\$1,186.67	\$5,933.35	\$1,065.00	\$5,325.00	\$675.00	\$3,375.00
45. Raytown standard 4' x 8' precast drop inlet	2	EA	\$5,500.00	\$11,000.00	\$5,100.00	\$10,200.00	\$3,812.35	\$7,624.70	\$4,765.00	\$9,530.00	\$3,500.00	\$7,000.00
46. Standard non-setback 4' x 8' precast drop inlet	5	EA	\$5,150.00	\$25,750.00	\$6,000.00	\$30,000.00	\$4,583.48	\$22,917.40	\$4,675.00	\$23,375.00	\$3,000.00	\$15,000.00
47. Seeding - Cool season mixtures	1	Acre	\$3,960.00	\$3,960.00	\$5,480.00	\$5,480.00	\$4,850.00	\$4,850.00	\$5,500.00	\$5,500.00	\$3,000.00	\$3,000.00
48. Curb inlet check	6	EA	\$160.00	\$960.00	\$79.00	\$474.00	\$70.00	\$420.00	\$180.00	\$1,080.00	\$130.00	\$780.00
49. Sediment removal	30	CY	\$45.00	\$1,350.00	\$35.50	\$1,065.00	\$75.00	\$2,250.00	\$33.00	\$990.00	\$30.00	\$900.00
50. Silt fence	2397	LF	\$1.77	\$4,242.69	\$1.80	\$4,314.60	\$1.60	\$3,835.20	\$2.10	\$5,033.70	\$3.00	\$7,191.00
51. Conduit, 2 in. rigid, in trench	255	LF	\$27.00	\$6,885.00	\$30.00	\$7,650.00	\$26.55	\$6,770.25	\$26.55	\$6,770.25	\$12.00	\$3,060.00
52. Pull box, preformed class 2	2	EA	\$3,500.00	\$7,000.00	\$2,610.00	\$5,220.00	\$2,307.64	\$4,615.28	\$2,307.64	\$4,615.28	\$1,500.00	\$3,000.00
53. Class 1 Excavation	20	CY	\$70.00	\$1,400.00	\$45.00	\$900.00	\$244.47	\$4,889.40	\$12.50	\$250.00	\$100.00	\$2,000.00
54. Class 1 Excavation in rock	44	CY	\$105.00	\$4,620.00	\$114.00	\$5,016.00	\$159.95	\$7,037.80	\$125.00	\$5,500.00	\$325.00	\$14,300.00
55. Removal of bridges	1	LS	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$74,037.07	\$74,037.07	\$85,000.00	\$85,000.00	\$65,000.00	\$65,000.00
56. Bridge approach slab (minor road)	207	SY	\$204.00	\$42,228.00	\$233.00	\$48,231.00	\$223.02	\$46,165.14	\$206.65	\$42,776.55	\$275.00	\$56,925.00
57. (60 in.) Pedestrian fence (structures)	347	LF	\$145.00	\$50,315.00	\$163.00	\$56,561.00	\$144.00	\$49,968.00	\$144.00	\$49,968.00	\$200.00	\$69,400.00
58. Structural steel piles (12 in.)	273	LF	\$77.50	\$21,157.50	\$84.00	\$22,932.00	\$73.66	\$20,109.18	\$70.00	\$19,110.00	\$65.00	\$17,745.00
59. Pre-bore for piling	105	LF	\$205.00	\$21,525.00	\$159.00	\$16,695.00	\$156.14	\$16,394.70	\$225.00	\$23,625.00	\$150.00	\$15,750.00
60. Pile point reinforcement	14	EA	\$135.00	\$1,890.00	\$108.00	\$1,512.00	\$110.00	\$1,540.00	\$125.00	\$1,750.00	\$125.00	\$1,750.00
61. Class B concrete (substructure)	104.5	CY	\$495.00	\$51,727.50	\$772.00	\$80,674.00	\$1,074.15	\$112,248.68	\$995.00	\$103,977.50	\$800.00	\$83,600.00
62. Slab on concrete I-girder	667	SY	\$300.00	\$200,100.00	\$353.00	\$235,451.00	\$393.80	\$262,664.60	\$425.00	\$283,475.00	\$310.00	\$206,770.00
63. Safety barrier curb	347	LF	\$208.00	\$72,176.00	\$169.00	\$58,643.00	\$140.77	\$48,847.19	\$300.00	\$104,100.00	\$140.00	\$48,580.00
64. Sidewalk (bridges)	1388	SF	\$15.50	\$21,514.00	\$11.50	\$15,962.00	\$22.99	\$31,910.12	\$19.00	\$26,372.00	\$25.00	\$34,700.00
65. Form liners	98	SY	\$35.00	\$3,430.00	\$99.50	\$9,751.00	\$87.25	\$8,550.50	\$80.00	\$7,840.00	\$10.00	\$980.00
66. Type 4 (45 in.) Prestressed concrete I-girder	652	LF	\$215.00	\$140,180.00	\$186.00	\$121,272.00	\$239.03	\$155,847.56	\$240.00	\$156,480.00	\$210.00	\$136,920.00
67. Reinforcing steel (bridges)	13240	Lbs	\$1.10	\$14,564.00	\$1.40	\$18,536.00	\$1.26	\$16,682.40	\$1.25	\$16,550.00	\$1.20	\$15,888.00
68. Conduit system on structure	1	LS	\$20,000.00	\$20,000.00	\$19,600.00	\$19,600.00	\$17,321.35	\$17,321.35	\$17,321.35	\$17,321.35	\$3,500.00	\$3,500.00
69. Steel interm. diaphragm for P/S concrete girders	8	EA	\$595.00	\$4,760.00	\$788.00	\$6,304.00	\$582.34	\$4,658.72	\$525.00	\$4,200.00	\$1,200.00	\$9,600.00
70. Laminated neoprene bearing pad assembly	20	EA	\$715.00	\$14,300.00	\$553.00	\$11,060.00	\$577.69	\$11,553.80	\$550.00	\$11,000.00	\$750.00	\$15,000.00
71. Corrugated metal pipe pile spacers	14	EA	\$605.00	\$8,470.00	\$565.00	\$7,910.00	\$931.45	\$13,040.30	\$250.00	\$3,500.00	\$1,250.00	\$17,500.00
72. Partial removal of retaining wall concrete	1439	SF	\$22.00	\$31,658.00	\$17.00	\$24,463.00	\$23.16	\$33,327.24	\$31.00	\$44,609.00	\$40.00	\$57,560.00
73. Substructure repair (formed)	16	SF	\$200.00	\$3,200.00	\$113.00	\$1,808.00	\$93.54	\$1,496.64	\$135.00	\$2,160.00	\$300.00	\$4,800.00
74. Substructure repair (unformed)	7	SF	\$200.00	\$1,400.00	\$130.00	\$910.00	\$105.07	\$735.49	\$155.00	\$1,085.00	\$150.00	\$1,050.00
75. Powerwash existing retaining walls	1074	SF	\$2.50	\$2,685.00	\$2.80	\$3,007.20	\$1.89	\$2,029.86	\$0.50	\$537.00	\$6.00	\$6,444.00
76. Weep hole sandblast and paint	20	EA	\$565.00	\$11,300.00	\$638.00	\$12,760.00	\$149.44	\$2,988.80	\$206.00	\$4,120.00	\$200.00	\$4,000.00
77. Sacrificial graffiti protection system	4322	SF	\$1.25	\$5,402.50	\$1.40	\$6,050.80	\$1.25	\$5,402.50	\$1.80	\$7,779.60	\$3.00	\$12,966.00
78. Concrete and masonry protection system	4322	SF	\$1.25	\$5,402.50	\$1.40	\$6,050.80	\$1.25	\$5,402.50	\$1.80	\$7,779.60	\$3.00	\$12,966.00
79. Mechanically stabilized earth wall system	2393	SF	\$55.00	\$131,615.00	\$79.50	\$190,243.50	\$67.75	\$162,125.75	\$67.75	\$162,125.75	\$145.00	\$346,985.00
BASE BID TOTAL =			Total =	\$1,434,644.69	Total =	\$1,544,650.55	Total =	\$1,612,338.87	Total =	\$1,779,159.48	Total =	\$1,727,743.00

CITY OF RAYTOWN
Request for Board Action

Date: December 12, 2017

Resolution No.: R-3056-17

To: Mayor and Board of Aldermen

From: Damon Hodges, Director of Public Works

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Board of Aldermen approval that the vehicles are surplus and approval to dispose of items in accordance with the purchasing policy.

Recommendation: Staff recommends approval.

Analysis: Multiple vehicles have been taken out of service due to the purchase and operation of new vehicles. Public Works has evaluated the vehicles that were taken out of service and it was determined that these vehicles are not well-suited for continued use by the City and should therefore be deemed surplus and disposed of in accordance with the purchasing policy.

The information for the vehicles is as follows:

Unit 107 VIN #: 1FM5K8AR4DGC73219 Miles: 105,094 2013 Ford Explorer Police Interceptor
Unit 111 VIN #: 1FM5K8AR0DGC73220 Miles: 104,608 2013 Ford Explorer Police Interceptor
Unit 123 VIN #: 2G1WB57K791310424 Miles: 108,815 2009 Grey Chevy Impala
Unit 401 VIN #: 1FAFP52271A239239 Miles: 28,456 2001 Blue Ford Taurus
Unit 408 VIN #: 3D7KA28D64G206603 Miles: 102,447 2004 White Dodge 2500 2wd (No Bed)

The vehicles listed above would be sold in accordance with the purchasing policy. Proceeds from the sale of Units 107, 111, 123, 401 and 408 would be deposited back to the Capital Sales Tax fund.

Alternatives: Do not surplus the equipment.

Budgetary Impact:

Not Applicable

Additional Reports Attached: Vehicle Information Detail

A RESOLUTION DECLARING CERTAIN PROPERTY OWNED BY THE CITY OF RAYTOWN AS SURPLUS AND AUTHORIZING DISPOSITION OF SUCH PROPERTY BY AUCTION

WHEREAS, the City of Raytown owns the property set forth in Exhibit "A" attached hereto, which is no longer required for the provision of services to the citizens of the City and is hereby found to be surplus property; and

WHEREAS, the City's purchasing policy provides for the disposition of surplus and obsolete property by trade, auction, sealed bid, salvage or scrapping; and

WHEREAS, the Board of Aldermen find that disposition of the property contained in the attached Exhibit "A" by auction is in the best interest of the City;

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

THAT the items set forth in Exhibit "A" attached hereto and made a part hereof by reference are hereby declared as surplus property of the City; and

FURTHER THAT the City Administrator is hereby authorized to dispose of such property as allowed under the City's purchasing policy by auction, sealed bid, salvage or scrapping.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of December, 2017.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

Vehicle Information Detail - 2017

Unit 107

2013 Ford Explorer Police Interceptor

VIN #: 1FM5K8AR4DGC73219

Miles: 105,094



Unit 111

2013 Ford Explorer Police Interceptor

VIN #: 1FM5K8AR0DGC73220

Miles: 104,608



Vehicle Information Detail - 2017

Unit 123

2009 Grey Chevy Impala Po

VIN #: 2G1WB57K791310424

Miles: 108,815



Unit 401

2001 Ford Taurus

VIN #: 1FAFP52271A239239

Miles: 28,456



Vehicle Information Detail - 2017

Unit 408

2004 White Dodge 2500 2 wd (No Bed)

VIN #: 3D7KA28D64G206603

Miles: 102,447

