TENTATIVE AGENDA

RAYTOWN BOARD OF ALDERMEN
FEBRUARY 16, 2016
REGULAR SESSION NO. 21
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 February 2, 2016 Board of Aldermen meeting minutes.

REGULAR AGENDA

2. **R-2840-16: A RESOLUTION** APPROVING AN AMENDED FORMAL AND COMPREHENSIVE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF RAYTOWN, MISSOURI. Point of Contact: John Benson, Development and Public Affairs Director.

3. **R-2841-16: A RESOLUTION** AUTHORIZING AND APPROVING PARTICIPATION BY THE CITY IN THE MISSOURI DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY CRASH REDUCTION/HAZARDOUS MOVING ENFORCEMENT PROJECT AND AN APPLICATION FOR GRANT FUNDING IN CONNECTION WITH THE HIGHWAY SAFETY CRASH REDUCTION/HAZARDOUS MOVING ENFORCEMENT GRANT FOR SUCH PURPOSE. Point of Contact: Jim Lynch, Chief of Police.

4. **R-2842-16: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF COMPUTER EQUIPMENT AND SUPPLIES FROM DELL MARKETING, L.P. OFF THE MIDWESTERN HIGHER EDUCATION COMMISSION AGREEMENT IN AN AMOUNT NOT TO EXCEED $22,591.52 FOR FISCAL YEAR 2015-2016. Point of Contact: Jim Lynch, Chief of Police.

5. **R-2843-16: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF EQUIPMENT FROM SIGNALSCAPE, INC. IN AN AMOUNT NOT TO EXCEED $19,297.44 FOR FISCAL YEAR 2015-2016. Point of Contact: Jim Lynch, Chief of Police.

6. **R-2844-16: A RESOLUTION** APPROVING A DEVELOPMENT AGREEMENT WITH QUIKTRIP CORPORATION RELATING TO STORMWATER IMPROVEMENTS. Point of Contact: Kati Horner Gonzalez, Assistant Director of Public Works.

DISCUSSION ITEMS

7. **Highway 350 Pedestrian Trail Project** – Mahesh Sharma, City Administrator

8. **Park/Storm Water Tax Committee Recommendation -** Ralph Monaco, Committee Chair

ADJOURNMENT

DRAFT

MINUTES

RAYTOWN BOARD OF ALDERMEN

FEBRUARY 2, 2016

REGULAR SESSION NO. 20
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Mayor Michael McDonough called the February 2, 2016 Board of Aldermen meeting to order at 7:03 p.m. Evan Hartenstein, Leader of Boy Scout Troop 283, provided the invocation and the Troop 283 Scout Members presented the colors and led the pledge of allegiance.

Roll Call

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

Present: Alderman Jason Greene, Alderman Bill Van Buskirk, Alderman Steve Meyers, Alderman Steve Mock, Alderman Karen Black, Alderman Mark Moore, Alderman Janet Emerson, Alderman Eric Teeman

Absent: Alderman Josh Greene, Alderman Jim Aziere

Public Comments

Harvey Bruce spoke regarding traffic issues at 75th Street.

Communication from the Mayor

None.

Communication from the City Administrator

Mahesh Sharma, City Administrator, announced that due to Presidential Primary Election on March 15, the second Board of Aldermen meeting in March would need to be rescheduled to March 22, 2016.

Committee Reports

Alderman Jason Greene honored the Raytown Middle School wrestlers in the audience.

Alderman Steve Mock announced the Municipal Committee was scheduled for February 16, 2016 at 6:00 p.m.

Alderman Bill Van Buskirk announced that the Rice-Tremonti Spring Soup and Craft event was scheduled for March 19-20, 2016 from 11:00 a.m. to 4:00 p.m. Tickets for the event are $7.00.

LEGISLATIVE SESSION

1. **CONSENT AGENDA**

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Approval of the Regular January 19, 2016 Board of Aldermen meeting minutes.

Alderman Mock, seconded by Alderman Teeman, made a motion to approve the consent agenda. The motion was approved by a vote of 8-0-2.

Ayes: Aldermen Mock, Teeman, Black, Jason Greene, Emerson, Moore, Meyers, Van Buskirk
Nays: None
Absent: Aldermen Josh Greene, Aziere

REGULAR AGENDA

2. **R-2839-16: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF FOUR 2016 FORD POLICE UTILITY INTERCEPTORS AND ONE 2016 FORD POLICE SEDAN INTERCEPTOR FROM DICK SMITH FORD OFF THE MID-AMERICA COUNCIL OF PUBLIC PROCUREMENT JOINT BID IN AN AMOUNT NOT TO EXCEED $138,217.00. Point of Contact: Jim Lynch, Police Chief.

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

Jim Lynch, Police Chief, provided the Staff Report and remained available for discussion.

Discussion included funding for the purchase of the vehicles and if the price for the vehicles included the police light bars.

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

Ayes: Aldermen Moore, Emerson, Teeman, Mock, Van Buskirk, Meyers, Jason Greene, Black
Nays: None
Absent: Aldermen Aziere, Josh Greene

3. Public Hearing: A public hearing to consider an application for Chapter 353 Tax Abatement for property located at 9503-9507 East 63rd Street.

3a. **SECOND Reading: Bill No. 6403-16, Section XXXVI. AN ORDINANCE** ADOPTING AND APPROVING THE EIGHTH AMENDED DEVELOPMENT PLAN SUBMITTED BY THE RAYTOWN MUNICIPAL REDEVELOPMENT CORPORATION, ESTABLISHING A DECLARATION THAT THE REDEVELOPMENT AREA DESCRIBED WITHIN THE EIGHTH AMENDED DEVELOPMENT PLAN IS A BLIGHTED AREA IN NEED OF DEVELOPMENT AND REDEVELOPMENT, AND AUTHORIZING CERTAIN TAX ABATEMENTS WITHIN THE REDEVELOPMENT AREA DESCRIBED WITHIN THE EIGHTH AMENDED DEVELOPMENT PLAN. Point of Contact: John Benson, Development & Public Affairs Director.

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

Mayor McDonough re-opened the public hearing and called for any ex parte' discussion(s); Alderman Van Buskirk stated he had communication regarding this issue but would weigh all facts before making a decision.

John Benson, Development and Public Affairs Director and David McGee, Property Owner, provided an update and remained available for discussion.

Mayor McDonough re-opened the floor for public comment; there was none.

Without further comments; Mayor McDonough closed the floor for public comment.

Discussion included types of businesses that would occupy the buildings, timeline for completion of the remodel, cost of masonry/brick work, the importance of making the façade of the buildings look nice and potential repairs to the parking lot.

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

Ayes: Aldermen Meyers, Black, Jason Greene, Moore, Van Buskirk, Teeman, Emerson, Mock
Nays: None
Absent: Aldermen Josh Greene, Aziere

It Became Ordinance No.: 5539-16

4. Public Hearing: A public hearing to grant a change in zoning on land located at 9109 East 63rd Street.

4a. **SECOND Reading: Bill No. 6404-16, Section XIII. AN ORDINANCE** GRANTING A CHANGE IN ZONING HIGH DENSITY RESIDENTIAL AND PLANNED ZONING OVERLAY DISTRICT (R-3-P) TO NEIGHBORHOOD COMMERCIAL (NC-P) AND LOW DENSITY RESIDENTIAL (R-1) ON LAND LOCATED AT 9109 EAST 63rd STREET IN RAYTOWN, MISSOURI. Point of Contact: John Benson, Development & Public Affairs Director.

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

Mayor McDonough re-opened the public hearing and called for any ex parte' discussion(s); Aldermen Van Buskirk, Mock, Meyers, Black and Jason Greene stated that they had communication regarding this issue but would weigh all facts before making a decision.

John Benson, Development & Public Affairs Director, Greg Stervinou, Property Owner/Applicant and Ralph Monaco, Applicant's Representative, provided an update and remained available for discussion.

Mayor McDonough re-opened the floor for public comment;

Dave Carmer, Jeanette Elliott, David Martin and Carolyn Graves all spoke in opposition of building a Dollar General Store at this location and lack of notification of the proposed project.

Without further comments; Mayor McDonough closed the floor for public comment.

Discussion included notices that were sent to nearby residents, buffer between the school and proposed development, storm water basin construction, timeline for building the houses, City ordinance regarding alcohol sales, possibility of restricting alcohol sales, elevation of the retail store, store hours of operation, parking lot lighting, company responsible for building the store, the importance of tax dollars, thanking the developer for being transparent, the Board reviewing the final site plan and cross walk lights on 63rd street.

Alderman Meyers, seconded by Alderman Jason Greene made a motion to amend Bill 6404-16 to require the site plan for the NC-P to comply with the CBD Design Standards and that the Final Site Plan be brought back to the Planning & Zoning Commission and Board of Alderman for final consideration along with prohibiting the sale of alcohol.

The Mayor called for a short recess.

After the recess, Alderman Meyers rescinded his motion made previously and Alderman Jason Greene was in agreement.

Alderman Meyers, seconded by Alderman Moore made a motion amending Bill 6404-16 to require the site plan for the NC-P to comply with the CBD Design Standards and that the Final Site Plan be brought back to the Planning & Zoning Commission and the Board of Aldermen for final consideration. The motion was approved by a vote of 8-0-2.

Ayes: Aldermen Meyers, Moore, Van Buskirk, Teeman, Mock, Jason Greene, Black, Emerson
Nays: None
Absent: Aldermen Josh Greene, Aziere

Alderman Meyers, seconded by Alderman Jason Greene made a motion to amend Bill 6404-16 include in the NC-P Plan a prohibition on the sale of alcoholic beverages. The motion was approved by a vote of 7-1-2.

Ayes: Aldermen Meyers, Jason Greene, Moore, Teeman, Mock, Black, Emerson
Nays: Alderman Van Buskirk
Absent: Aldermen Aziere, Josh Greene

Alderman Van Buskirk, seconded by Alderman Mock made a motion to adopt the amended Bill 6404-16. The motion was approved by a vote of 7-1-2.

Ayes: Aldermen Van Buskirk, Mock, Teeman, Jason Greene, Moore, Meyers, Emerson
Nays: Alderman Black
Absent: Aldermen Josh Greene, Aziere

It Became Ordinance No. : 5540-16

5. **SECOND Reading: Bill No. 6405-16, Section XX-B. AN ORDINANCE** APPROVING THE FINAL PLAT OF JACOB ESTATES 2nd PLAT, A SUBDIVISION OF THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: John Benson, Development & Public Affairs Director.

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

John Benson, Development & Public Affairs Director, remained available for questions.

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

Ayes: Aldermen Mock, Moore, Van Buskirk, Teeman, Jason Greene, Black, Meyers, Emerson
Nays: None
Absent: Aldermen Aziere, Josh Greene

It Became Ordinance No. : 5541-16

ADJOURNMENT

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

The meeting adjourned at 9:06 p.m.

_____
Teresa M. Henry, MRCC
City Clerk

CITY OF RAYTOWN
Request for Board Action

Date: February 11, 2016 **Resolution No.: R-2840-16**
Mayor and Board of Aldermen
From: Brenda Gustafson, Public Information Officer

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Amend the City's schedule of fees to reflect all contractors pay a $50.00 license fee.

Analysis: Currently, the City's contractor fee schedule for a Raytown business license has 36 categories with varying fee amounts from $35.00 to $100.00. The amendment proposes changing the schedule of fees so that all contractors pay $50.00. This change is for contractors only and would not affect gross business (retail) licensing.

The change would help simplify the licensing application for our contractors. It would also make paying and online applications easier for the contractor. Our fees have not changed in ten years.

The following provides information on what neighboring jurisdictions charge.

Lee's Summit Flat - $ 50.00
Blue Springs Flat - $ 75.00
Gladstone Flat - $100.00
Raymore Flat - $100.00

Alternatives: Deny the amendment and leave the fee as is.

Fiscal Impact: The following table provides information on how the change is projected to affect City revenues and how many contractors will be affected.

Contractor's breakdown by fee:

Fee	No. of contractors	Current Revenue	Change in Revenue
$35 contractors	355	$15,731.60	+$5,325.00
$50 contractors	313	$21,030.10	no change
$75 contractors	120	$10,437.50	-$3,000.00
$100 contractors	1	$100.00	-$ 100.00
Net change to City Revenue			+$2,225.00

Budgetary Impact: The amended fee schedule will result in a slight increase of revenue to the City depending on the number of contractors in any given year.

RESOLUTION NO.: R-2840-16

A RESOLUTION APPROVING AN AMENDED FORMAL AND COMPREHENSIVE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF RAYTOWN, MISSOURI

WHEREAS, amending a formal Schedule of Fees and Charges by the City is desirable to achieve fiscal stability in obtaining the City's overall policy goals and objectives; and

WHEREAS, the Board of Aldermen find it in the best interest of the citizens of the City of Raytown to adopt an amended formal and comprehensive Schedule of Fees and Charges set forth in Exhibit "A" attached hereto;

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

THAT the formal and comprehensive Schedule of Fees and Charges set forth in Exhibit "A" attached hereto and made a part hereof by reference is hereby approved and adopted.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 16th day of February, 2016.

_____
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: February 11, 2016 **Resolution No.: R-2841-16**
To: Mayor and Board of Aldermen
From: Sgt. Aaron Hixon

Department Head Approval: _____

Finance Director Approval: _____(only if funding requested)

City Administrator Approval: _____

Action Requested: Approval of the Resolution authorizing completion of the 2016- 2017 Missouri Department of Transportation (MoDOT) Highway Safety Crash Reduction/Hazardous Moving Enforcement Grant application.

Recommendation: Approve the resolution.

Analysis: Resolution approving the Hazardous Moving Grant application from the MoDOT Highway Safety Division for fiscal year 2016-2017. If awarded, the City intends to use these reimbursement funds to decrease hazardous driving related crashes.

The grant allows for approximately 144 hours of enforcement overtime and to send one person to the annual LETSAC conference. There is no match required by the City for this grant.

Alternatives: The City could choose to not apply for the grant and use City resources to achieve a similar result.

Budgetary Impact:

☒ Not Applicable

Additional Reports Attached: Hazardous Moving Grant Application

RESOLUTION NO.: R-2841-16

A RESOLUTION AUTHORIZING AND APPROVING PARTICIPATION BY THE CITY IN THE MISSOURI DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY CRASH REDUCTION/HAZARDOUS MOVING ENFORCEMENT PROJECT AND AN APPLICATION FOR GRANT FUNDING IN CONNECTION WITH THE HIGHWAY SAFETY CRASH REDUCTION/HAZARDOUS MOVING ENFORCEMENT GRANT FOR SUCH PURPOSES

WHEREAS, the City of Raytown (the "City") has participated in the Missouri Department of Transportation's Highway Safety Crash Reduction/Hazardous Moving Enforcement Grant project in the past and desires to do so in the future; and

WHEREAS, grant funding is available from the State of Missouri for such purposes and the City desires to submit an application for such funding to enhance its Police Department operations; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve participation in the hazardous moving violations enforcement project along with an application for grant funding in connection with such project;

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

THAT participation in the Highway Safety Crash Reduction/Hazardous Moving Enforcement Project of the Missouri Department of Transportation is hereby approved; and

FURTHER THAT an Application for a Highway Safety Crash Reduction/Hazardous Moving Enforcement Grant in the amount of $7,086.00 is hereby authorized and approved; and

FURTHER THAT the Chief of Police and/or City Administrator are hereby authorized to execute the application along with any and all other documents necessary or incidental thereto and to take any and all actions necessary to effectuate the terms of the grant application and program participation.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 16th day of February, 2016.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Joe Willerth, City Attorney

Traffic and Highway Safety Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2016 through September 30, 2017

(Application due by March 01, 2016)

Traffic and Highway Safety Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

Agency: Raytown Police Dept.
Address: 10000 E. 59th St.
Agency ORI#: MO0481000
Federal Tax ID#: 446005511
DUNNS #: 030714448

City: Raytown **State:** MO **Zip:** 64133-3915 **County:** Jackson
Phone: 816-737-6016 **Fax:** 816-737-6137
Contact: Sgt. Aaron Hixon **Email:** hixona@raytownpolice.org
Jurisdiction: Urban **Jurisdiction Population:** 36,000
Targeted Population: Aggressive Drivers

Project activity for which your agency is requesting funding:

Hazardous Moving Violation

Project Title: Hazardous Movind Grant 2017 **Requested Amount:** $7,086.00
Brief Description: Crash reduction and traffic safety

Chief Jim Lynch
Authorizing Official

Chief Jim Lynch
Authorizing Official Signature

Chief of Police
Authorizing Official Title

PROBLEM IDENTIFICATION

Hazardous Moving Violations (HMV) also known as aggressive driving is a serious problem on Missouri's roadways and has contributed substantially to traffic crashes, especially crashes resulting in death. Aggressive drivers are defined within Missouri's Blueprint to SAVE MORE LIVES as, "drivers of motorized vehicles who committed one or more of the following violations which contributed to the cause of a traffic crash: speeding; driving too fast for conditions; and/or following too close."

Aggressive drivers not only put their own lives at risk, but the lives of others as well. Of the 930 people killed, 67.4% were the aggressive driver and the other 32.6% were some other party in the incident. Of the 5,266 seriously injured, slightly more than one-half (53.9%) were the aggressive drivers and nearly one-half (46.1%) being some other person involved.

Raytown ranks #32 in the state of Missouri with a total of 1,701 crashes.
Raytown ranks #22 in the state of Missouri with a total of 36 crashes involving disabling injuries
From 2012-2014 Raytown had 2 fatality crashes. Both fatalities involved no seatbelt.

Raytown ranked #33 in Missouri with 206 crashes involving speed.
of those crashes involving speed, 4 ended in disabling injury.

Raytown ranked #17 in the state with 84 crashes involving alcohol.
Raytown had 1 fatality with alcohol involved.
Raytown ranked #13 in the state with 4 alchol related crashes ending in disabling injury.

In 2012-2014, there were 414,163 traffic crashes in Missouri - 15.1% involved speeding. Correlating with the national data, Missouri's problem is also more significant when examining fatal crashes—of the 2,143 fatal crashes, 37.5% involved drivers who were speeding.

Goal #1:
To decrease HMV/aggressive driving related fatalities to:
- 314 by 2013
- 299 by 2014
- 288 by 2015
- 270 by 2016

Performance Measure:
Number of HMV/aggressive driving-related fatalities

Benchmark:
2012 aggressive driving-related fatalities = 328
(308 in 2013, 287 in 2014)

Goal #2:
To decrease speed-related fatalities to:
- 299 by 2013
- 285 by 2014
- 272 by 2015
- 258 by 2016

Performance Measure:
Number of speed-related fatalities

Benchmark:
2012 speed-related fatalities = 313
(308 in 2013, 267 in 2014)

Objective:
Develop and implement a plan that focuses on hazardous moving violations (such as speeding, following too closely, driving too fast for conditions, red-light running, improper lane changes, and failure to yield) at high crash locations and corridors.

PROJECT DESCRIPTION

Project Description information is captured in the supplemental section.

This will allow for extra enforcement in and around those areas identified as high crash areas to help in reducing injury and fatality crashes in the city of Raytown.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency report racial profiling data annually?	Yes
3 Does your agency report to STARS?	Yes
4 Does your agency report UCR information annually?	Yes
5 Please explain any NO answer(s) to questions 1-4:	
6 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
7 Have you completed a manpower assessment to ensure your agency is able to expend all funds requested in your proposed project?	Yes
8 If NO, please explain	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
10 If YES, please explain.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
12 If YES, please explain.	
13 Did your agency receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
14 Did your agency receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No
15 If you answered NO to either question 13 and 14, DO NOT answer this question. If you answered YES to both question 13 and 14, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	
Please use the most current 12-months of data available for answering questions 16-21.	
16 Total number of DWI violations written.	32
17 Total number of speeding violations written.	479

18 Total number of HMV violations written.	673
19 Total number of child safety/booster seat violations written.	13
20 Total number of safety belt violations written.	38
21 Total number of sobriety checkpoints hosted.	0
Use the most current three years crash data for questions 22-32.	
22 Total number of traffic crashes.	1701
23 Total number of traffic crashes resulting in a fatality.	2
24 Total number of traffic crashes resulting in a serious injury.	36
25 Total number of speed-related traffic crashes.	206
26 Total number of speed-related traffic crashes resulting in a fatality.	0
27 Total number of speed-related traffic crashes resulting in a serious injury.	4
28 Total number of alcohol-related traffic crashes.	84
29 Total number of alcohol-related traffic crashes resulting in a fatality.	1
30 Total number of alcohol-related traffic crashes resulting in a serious injury.	4
31 Total number of unbuckled fatalities.	2
32 Total number of unbuckled serious injuries.	5
Enter your agency's information below.	
33 Total number of commissioned law enforcement officers.	51
34 Total number of commissioned patrol and traffic officers.	24
35 Total number of commissioned law enforcement officers available for overtime enforcement.	44
36 Total number of vehicles available for enforcement.	15
37 Total number of radars/lasers.	5
38 Total number of in-car video cameras.	15
39 Total number of PBT's.	0
40 Total number of Breath Instruments.	1

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

41 Identify primary enforcement locations.

All major roadways in Raytown to include but not limited to,

Gregory Blvd from Blue Ridge Blvd to E 350 hwy
350 hwy from Blue Ridge Blvd to Raytown Road
E 63rd street from Blue Ridge Cutoff to Raytown Road
Raytown Road from e 63rd street to 79th street

42 Enter the number of enforcement periods your agency will conduct each month. 3

43 Enter the months in which enforcement will be conducted.

January thru December. Three times per month, four hour shifts

44 Enter the days of the week in which enforcement will be conducted.

Sunday thru Saturday, with the focus being Monday thru Friday.

45 Enter the time of day in which enforcement will be conducted.

Focusing on the following hours, but not limited to

0700 hours to 2200 hours

46 Enter the number of officers assigned during the enforcement period. 1

47 If equipment, promotional items, or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

n/a

PROJECT EVALUATION

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

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

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

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

ADDITIONAL FUNDING SOURCES

none

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Overtime and Fringe		144	$44.00	$6,336.00	$0.00	**$6,336.00**
					$6,336.00	**$0.00**	**$6,336.00**
Training							
	Professional Development	Letsac training for one officer	1	$750.00	$750.00	$0.00	**$750.00**
					$750.00	**$0.00**	**$750.00**
				Total Contract	**$7,086.00**	**$0.00**	**$7,086.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added

CITY OF RAYTOWN
Request for Board Action

Date: February 10, 2016 **Resolution No.: R-2842-16**
To: Mayor and Board of Aldermen
From: Captain Doug Goode

Department Head Approval: _____

Finance Director Approval: _____(only if funding requested)

City Administrator Approval: _____

Action Requested: A resolution approving combined purchases during Fiscal Year 2016-2017 in excess of $15,000.00 with Dell Marketing, L.P.

Recommendation: Approve the resolution.

Analysis: The Police Department utilizes an IT hardware replacement schedule. This allows the department to better forecast expenditures and avoid large, one-time expenses of hardware replacement. Sixteen workstations are scheduled for replacement this year.

The Dell Corporation provides special government pricing through a Midwestern Higher Education Commission Agreement MHEC-07012015 Contract Code 99AGZ. Their cooperative bid pricing makes a responsible choice for our IT needs. This project was presented to the Special Sales Tax Oversight Review Committee on January 19, 2016 and was found to meet the intent of the Capital Sales Tax.

Alternatives: Not purchase the hardware and risk equipment failure and loss of productivity.

Budgetary Impact:

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

Amount requested:	$22,591.52
Fund:	Capital Sales Tax
Department:	Police

Additional Reports Attached: Dell Quote, MHEC-07012015 Contract

RESOLUTION NO.: R-2842-16

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF COMPUTER EQUIPMENT AND SUPPLIES FROM DELL MARKETING, L.P. OFF THE MIDWESTERN HIGHER EDUCATION COMMISSION AGREEMENT IN AN AMOUNT NOT TO EXCEED $22,591.52 FOR FISCAL YEAR 2015-2016

WHEREAS, all departments within the City of Raytown purchase computer equipment and supplies in the normal course of business; and

WHEREAS, the City has determined that the most efficient manner in which to utilize its purchasing power to obtain such computer equipment and supplies is to utilize a purchasing conglomeration; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing goods and services through an intergovernmental purchasing agreement competitively bid for such purposes; and

WHEREAS, funds for such purpose are budgeted from the Capital Improvement Sales Tax and such expenditure has been reviewed and on January 19, 2016 was recommended by the Special Sales Tax Oversight Review Committee as being consistent with voter intent; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve the expenditure of funds for the purchase of computer equipment and supplies from Dell Marketing, L.P. off the Midwestern Higher Education Commission Agreement MHEC-07012015 Contract Code 99AGZ in an amount not to exceed $22,591.52; and

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

THAT the expenditure of funds for the purchase of computer equipment and supplies from Dell Marketing, L.P. off the Midwestern Higher Education Commission Agreement MHEC-07012015 Contract Code 99AGZ in an amount not to exceed $22,591.52 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 16th day of February, 2016.

_____
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

_____
Teresa M. Henry, City Clerk

_____
Joe Willerth, City Attorney

Quote 1021541399205.1
CITY OF RAYTOWN

Salesperson

Salesperson Name
Genyffer Reyes

Salesperson Email
Genyffer_Reyes@Dell.com

Salesperson Phone
18009993355

Salesperson Extension
7250572

Quote Details

Quote Date
01/05/2016

Quote Validity
02/04/2016

Solution ID
-

Billing Details

Company Name
CITY OF RAYTOWN

Customer Number
53035125

Phone Number
1 (816) 7376022

Address
10000 EAST 59TH ST
RAYTOWN
MO
64133
US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
OptiPlex 7020 SFF	16	$984.60	$15,753.60
Dell 22 Dual Monitor Bundle - P2214H with MDS14	16	$401.17	$6,418.72
Dell AX510 Stero Sound Bar	16	$26.20	$419.20
		Subtotal	$22,591.52
		Tax	$0.00
		Shipping and Handling	$0.00
		Environmental Fee	$0.00
		Total	**$22,591.52**

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Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

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Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy.
If you find errors or desire changes, please contact me as soon as possible.

Regards,
Genyffer Reyes

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Product Details

Shipping Details

Shipping Contact:	VARNER JAMES
Shipping Phone No:	1 (816) 7376022
Shipping via:	Standard Ground
Shipping Address:	10000 EAST 59TH ST RAYTOWN MISSOURI RAYTOWN MO 64133 US

Product Price Details

Subtotal	$15,753.60
Tax	$0.00
Shipping and Handling	$0.00
Environmental Fee	$0.00
Total	$15,753.60

Description	Quantity	Unit Price	Subtotal Price
OptiPlex 7020 SFF	16	$984.60	$15,753.60

Estimated Delivery Date:	01/13/2016
Contract Code:	99AGZ
Customer Agreement No:	MHEC-07012015

210-ACSM	OptiPlex 7020 SFF CTO	16	-	-
338-BEUD	Intel Core i7-4790 Processor (Quad Core, 8MB, 3.60GHz w/HD4600 Graphics)	16	-	-
536-BBBJ	Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license)	16	-	-
658-BCSB	Microsoft(R) Office trial	16	-	-
370-AADC	8GB (2x4G) 1600MHz DDR3 Memory	16	-	-
400-AANO	3.5 inch 500GB 7200rpm Hard Disk Drive	16	-	-
490-BBXM	AMD RDNHD R5 240, 1GB, HH	16	-	-
429-AAJU	8X Slimline DVD+/-RW drive	16	-	-
555-BBFO	No Wireless	16	-	-
580-AAQX	US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black	16	-	-
570-AACR	Dell USB Optical Mouse MS111	16	-	-
520-AABT	Internal Dell Business Audio Speaker	16	-	-
340-AGIK	Safety/Environment and Regulatory Guide	16	-	-

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	(English/French/Dutch)			
450-AAOJ	System Power Cord (Philipine/TH/US)	16	-	-
696-BBBC	No Special BIOS Setup Required	16	-	-
340-ABJI	No Diagnostic/Recovery CD media	16	-	-
954-3465	No DDPE Encryption Software	16	-	-
422-0008	Dell Data Protection System Tools Digital Delivery/DT	16	-	-
640-BBDF	Adobe Reader 11	16	-	-
640-BBEV	Dell Data Protection | Protected Workspace	16	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	16	-	-
658-BBMQ	Enable Low Power Mode	16	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	16	-	-
658-BBNH	Waves Maxx Audio	16	-	-
658-BBVM	MY DELL	16	-	-
650-AAAL	No Anti-Virus Software	16	-	-
387-BBCG	No ESTAR	16	-	-
382-BBBZ	No Add On Card	16	-	-
817-BBBB	No FGA	16	-	-
329-BCHD	OptiPlex 7020 Small Form Factor for Standard Power Supply	16	-	-
412-AABM	Small Form Factor Chassis Mainstream Heatsink (95watts)	16	-	-
461-AAAX	Chassis Intrusion Switch	16	-	-
329-BBJL	TPM Enabled	16	-	-
340-AKJZ	Shipping Material for System, Small Form Factor	16	-	-
389-BBUU	Shipping Label for DAO	16	-	-
389-BBWR	Intel Core I7 Label	16	-	-
389-BEUR	Regulatory Label	16	-	-
340-ABKW	No Quick Reference Guide	16	-	-
400-AATB	Hard Drive : Not Included	16	-	-
470-AAJL	NO ADAPTER	16	-	-
631-AAJJ	Intel Standard Manageability	16	-	-
332-1286	US Order	16	-	-
620-AASU	Windows 8.1 DVD OS Recovery(English)	16	-	-
637-AAAS	Dell Backup and Recovery Basic	16	-	-
632-BBBJ	PowerDVD Software not included	16	-	-
817-BBBN	NO RAID	16	-	-
551-BBBJ	No Intel Responsive	16	-	-
800-BBIO	Desktop BTO Standard shipment	16	-	-
389-BDCE	No UPC Label	16	-	-
461-AABF	No CompuTrace	16	-	-
634-BENZ	No DDP|ESS Software	16	-	-
555-BBFO	No Wireless	16	-	-
817-BBBC	Not Selected in this Configuration	16	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115	16	-	-
997-8533	Dell Limited Hardware Warranty Plus Service	16	-	-
997-8559	ProSupport: Next Business Day Onsite 4 Years	16	-	-
997-8579	ProSupport: 7x24 Technical Support, 4 Years	16	-	-

Product Details

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Shipping Details

Shipping Contact:	VARNER JAMES
Shipping Phone No:	1 (816) 7376022
Shipping via:	Standard Ground
Shipping Address:	10000 EAST 59TH ST RAYTOWN MISSOURI RAYTOWN MO 64133 US

Product Price Details

Subtotal	$6,418.72
Tax	$0.00
Shipping and Handling	$0.00
Environmental Fee	$0.00
Total	$6,418.72

Description	Quantity	Unit Price	Subtotal Price
Dell 22 Dual Monitor Bundle - P2214H with MDS14	16	$401.17	$6,418.72

Estimated Delivery Date:	01/11/2016
Contract Code:	99AGZ
Customer Agreement No:	MHEC-07012015

DP2214H	Dell 22 Dual Monitor Bundle - P2214H with MDS14	16	-	-

Product Details

Shipping Details

Shipping Contact:	VARNER JAMES
Shipping Phone No:	1 (816) 7376022
Shipping via:	Standard Ground
Shipping Address:	10000 EAST 59TH ST RAYTOWN MISSOURI RAYTOWN MO 64133 US

Product Price Details

Subtotal	$419.20
Tax	$0.00
Shipping and Handling	$0.00
Environmental Fee	$0.00
Total	$419.20

Description	Quantity	Unit Price	Subtotal Price
Dell AX510 Stero Sound Bar	16	$26.20	$419.20

Estimated Delivery Date:	01/11/2016
Contract Code:	99AGZ
Customer Agreement No:	MHEC-07012015

313-6412	Dell Stereo Soundbar - AX510	16	-	-

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Important Notes

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement with Dell that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (http://www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.** Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

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MASTER PRICE AGREEMENT
BETWEEN
MIDWESTERN HIGHER EDUCATION COMMISSION
AND
DELL MARKERING L.P.
EFFECTIVE JULY 1, 2015 through JUNE 30, 2018

THIS AGREEMENT, and amendments and supplements thereto, is made between the Midwestern Higher Education Commission (hereinafter MHEC) located at 105 Fifth Avenue South, Suite 450 Minneapolis, MN 55401, on behalf of the Eligible Organizations located in the MHEC member states, and Dell Marketing L.P., (hereinafter Dell) One Dell Way, Round Rock TX, 78682. For purposes of this Master Agreement MHEC and Dell are referred to collectively as the "Parties" or individually as "Party".

Whereas, the Midwestern Higher Education Compact (Compact) is an interstate compact of twelve Midwestern states, such states being Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin (Member States); and MHEC, a nonprofit 501(c) (3), is a statutorily created governing body of the Compact established for the purposes, in part, of determining, negotiating and providing quality and affordable services for the Member States, the entities in those Member States, and the citizens residing in those Member States; and

Whereas, MHEC has established a Technology Initiative for the purpose of which is to determine, negotiate and make available quality and affordable technology products and services to the not-for-profit and public education related entities in the MHEC Member States; and

Whereas, MHEC has entered into separate agreements with the Southern Regional Education Board (SREB) and the Western Interstate Commission for Higher Education (WICHE) respectively to allow entities in the SREB Member States and the WICHE Member States access MHEC's Technology Initiative contracts, including this Master Agreement; and

Whereas, SREB Member States refers to any state that is a member or an affiliate member of SREB. Current SREB Member States are: Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia; and

Whereas, WICHE Member States refers to any state that is a member or an affiliate member of SREB. Current WICHE Member States are: Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming and U.S. Pacific Territories and Freely Associated States; and

Whereas, Dell offers certain quality technology related products and services; and

Whereas, MHEC conducted a competitive sourcing event for Network Hardware and Related Services in April 2014 and upon completion of the competitive process awarded Dell: Category 1: Network Equipment; and Category 2: Wireless Equipment; and

Whereas, MHEC conducted a competitive sourcing event for Computing Hardware and Related Services in August 2014 and upon completion of the competitive process awarded to Dell: Category 1: Desktop Hardware; Category 2: Laptop Hardware; Category 3: Tablet Devices; and Category 4: Server and Storage Hardware; and

Therefore, in consideration of mutual covenants, conditions, and promises contained herein, MHEC and Dell agree as follows:

1. **Definitions**

Authorized Agents: refers to marketing agents, agents or order fulfillers authorized by Dell to provide Products and Services under this Master Agreement. Dell will list Authorized Agents on an internet site accessible to MHEC, its Member States and Eligible Organizations. Dell will provide to MHEC the general criteria used to authorize agents. At any time during the term of this Master Agreement should MHEC protest the inclusion of a firm on this list pursuant to commercially justifiable cause, Dell may require that firm to undergo re-approval.

Dell-branded Products: refers to any information technology products that are marked with the "Dell" brand, including all Standard Configurations thereof, but does not include any of the following items: (i) software, sound cards, speakers, external devices, accessories or parts added to the Dell-branded hardware products after they are shipped from Dell; (ii) accessories or parts added to the Dell-branded hardware products through Dell's Custom Factory Integration Services at Procuring Eligible Organization's request; (iii) accessories or parts that are not installed in the Dell factory; (iv) Third Party Software and Peripheral products; or (v) monitors, keyboards and mice, to the extent that they are not included in Dell's products listed online.

Documentation: refers to the any documentation made available by Dell to Procuring Eligible Organization relating to any Equipment or Software purchased as well as any manuals relating to the Equipment or Software.

Deliverables: refers to the tangible materials, including reports, studies, base cases, drawings, findings, software, manuals, procedures, and recommendations that Dell delivers to Procuring Eligible Organization under a Statement of Work.

Eligible Organizations: This Master Agreement shall be the framework under which Eligible Organizations can acquire Products as defined in section Products and acquire Services as defined in section Services from Dell. Eligible Organizations shall include:

1. All not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions) located in a Member State, SREB Member State or WICHE Member State;
2. All K-12 schools and school districts located in a Member State, SREB Member State or a WICHE Member State;
3. All city, county, and other local governments located in a Member State, SREB Member State or WICHE Member State;
4. All state governments and their departments of a Member State, SREB Member State or WICHE Member State;
5. Eligible Organizations located in a Member State, SREB Member State or WICHE Member State that terminates its association with MHEC, SREB or WICHE respectively, will no longer be eligible to acquire Products or Services pursuant to this Master Agreement. Termination by any Member State, SREB Member State or WICHE Member State shall not prohibit or restrict Dell from negotiating or contracting with such Member State, SREB Member State or WICHE Member State or entities within such states outside of MHEC. MHEC shall promptly notify Dell in writing of the termination of any membership in MHEC, SREB or WICHE. If any Member State, SREB Member State or WICHE Member State so terminates its membership, such termination

shall not affect the validity or enforceability of or constitute a default under any Order then in effect with any Eligible Organization. Similarly, MHEC shall promptly notify Dell if other states join MHEC, SREB or WICHE after which such states shall be deemed to be a Member State, SREB Member State or WICHE Member State for purposes of this Master Agreement.

Equipment: refers to Dell's full line of new or refurbished hardware for: a) network and related equipment and components, b) wireless and related equipment and components, c) desktops and related equipment and components, d) laptops and related equipment and components, e) tablet devices and related equipment and components, f) server and storage and related equipment and components; made available for sale by Dell to Eligible Organizations under this Master Agreement.

Large Order Negotiated Prices: refers to the price offered to specific Eligible Organizations under defined additional terms and conditions. Selection and pricing of large order negotiated prices shall be by mutual agreement of the Eligible Organization and Supplier. Large Order Negotiated Prices shall apply only to those items that meet the applicable additional terms and conditions negotiated by Supplier and the Eligible Organization.

Master Agreement Promotional Prices: refers to special prices that are offered nationally or regionally under this Master Agreement to a specific category of customers intended to include Eligible Organizations for defined time periods under defined terms and conditions.

Member State: refers to any state that is a member, or an affiliate member, of the Midwestern Higher Education Compact ("MHEC"). For purposes of this Master Agreement the current MHEC Member States are Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin.

Order: refers to an Eligible Organization's purchase order or other ordering document evidencing its intent to procure Products or Services from Supplier under the terms and conditions of this Master Agreement.

Price Agreement: refers to an indefinite quantity contract, which requires Dell to furnish Products or Services to a Procuring Eligible Organization that issues a valid Order document.

Procuring Eligible Organization: refers to an Eligible Organization which desires to purchase under this Master Agreement and has executed an Order.

Products: refers to the full line of information technology Equipment, Software and Documentation Dell makes available under this Master Agreement.

Promotional Prices: refers to prices that Dell offers nationally or regionally to a specific category of customers intended to include similarly situated public entity and institutional Eligible Organizations for defined time periods in similar quantities and under the promotional price offer's defined terms and conditions.

Retail Price List: refers to the Dell's retail price list and is a complete list of Products and Services with the corresponding retail prices for those Products and Services made available for purchase by Eligible Organizations under this Master Agreement. The Retail Price List contains an item number, item description and the retail price for each Product. Retail Price List is set forth online at http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf and may be modified at any time.

Services: refers to the services offered by Dell under this Master Agreement including: pre-implementation de-sign, installation/de-installation, migration, optimization, maintenance, technical support, training, and services accessible over the internet. These services are as follows:

1. Support Services: such as warranty services, maintenance, installation, de-installation, factory integration, (software or equipment components), asset management, and recycling/disposal.
2. Training and certification.
3. Professional Services: such as assessments, disaster recovery planning and support, services desk/help desk, software and application development, and any other directly related technical support and/or IT related service required for the effective operation of a product offered or supplied.
4. IT as a Service: refers to the delivery of a variety of hybrid services and applications accessible on demand over the internet including:
   A. Software-as-a-service (SaaS): refers to a software delivery method that provides access to software and its functions remotely as a web-based service.
   B. Infrastructure-as-a-service (IaaS): refers to computer infrastructure, such as virtualization, being delivered as a service.
   C. Platform-as-a-service (PaaS): refers to a computing platform being delivered as a service.
   D. Storage-as-a-service: refers to a storage model where an entity rents or leases storage space.
   E. Desktop-as-a-service (DaaS): refers to virtual desktop infrastructure (VDI).
   F. Disaster recovery-as-a-service (DRaaS) refers to backup and restore data services.

Eligible Organizations purchasing on-site Support, on-site Training, Professional, or IT as a Service shall negotiate the terms and conditions of such purchase with the Vendor, including, as applicable, service level agreements and/or statements of work.

Software: refers to Dell's full offerings of a) network related software, b) wireless related software, c) desktop related software, d) laptop related software, e) tablet devices related software, and f) server and storage related software made available under this Master Agreement. Software shall mean software, library, utility, tool, or other computer or program code, each in object (binary) code form, as well as the related media, printed materials, online and electronic documentation and any copies thereof. Software shall include updates, upgrades, maintenance releases, revisions, and enhancements to the licensed software. Software may include software accessed by Eligible Organization through the Internet or other remote means (such as websites, portals, "hosted" and "cloud-based" solutions).

System Software: means Software that provides basic hardware functionality and provides a platform for applications to run (e.g., firmware and BIOS software), and any Software specifically designated by Dell as System Software the purpose of which is to operate and manage the Products in which it is embedded.

Application Software: means computer programs that are designed to perform specialized data processing tasks for the user and any Software specifically designated by Dell as Application Software.

Supplier: refers to Dell or an Authorized Agent.

Third Party Products: refers to any Equipment ("Third Party Equipment") or Software ("Third Party Software") other than parts that are Dell branded or originally listed as components of Dell-branded Products. Third Party Software is not considered components of Dell-branded Products.

Third Party Services: refers to any Services performed by someone other than Dell or its subcontractors.

2. Scope of Work

Procuring Eligible Organizations shall purchase from Supplier, and Supplier shall distribute to Procuring Eligible Organizations Products and Services in accordance with the terms of this Master Agreement. All Eligible Organizations are qualified to purchase under this Master Agreement, including those Eligible Organizations currently under a separate agreement with Supplier. This Master Agreement is a Price Agreement. Accordingly, Supplier shall provide Products or Services only upon the issuance and acceptance by Supplier of a valid Order. Orders may be issued to purchase any Products or any Services listed on the Retail Price List. A Procuring Eligible Organization may purchase any quantity of Products or Services listed in Dell's Retail Price List at the prices stated herein. For Large Order Negotiated Prices, Supplier and Eligible Organization may negotiate quantity discounts below the Products and Services Pricing for a given purchase order. As it sees fit, Supplier may offer under this Master Agreement Promotional Price discounts that result in prices below those listed in the Product and Services Price List. Dell is solely responsible for fulfillment of the responsibilities under the terms and conditions of this Master Agreement. MHEC shall not be liable for any Eligible Organization that executes an Order under this Master Agreement. An Eligible Organization shall not be responsible for any other Eligible Organization that executes its own Order under this Master Agreement.

3. Purchasing Under Master Agreement

A. **Products**: Procuring Eligible Organization shall purchase from Supplier the Products listed on the Retail Price List under the terms and conditions of this Master Agreement by delivering to Supplier an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the quantity, and description of the Product that Procuring Eligible Organization desires to purchase or license; (iii) the price of the Product in accordance with this Master Agreement; (iv) the "bill-to" address; (v) the "ship-to" address; (vi) the requested delivery dates and shipping instructions; (vii) a contact name and telephone number; and (viii) reference to this Master Agreement. Supplier must notify Procuring Eligible Organization if it intends to substitute any item(s) that has been ordered by the Procuring Eligible Organization using this contract; the Procuring Eligible Organization will then have the option to cancel the order if such substitute item is not acceptable. The substitute item must be at an equivalent or better technology level than the original product ordered, and at the same price. Failure to comply may result in return of merchandise at Supplier's expense.

B. **Services**: Procuring Eligible Organization shall purchase Services from Supplier under the terms and conditions of this Master Agreement by delivering to Supplier an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the description of the Service (s) that Procuring Eligible Organization desires Supplier to perform; (iii) the price of the Service in accordance with this Master Agreement; (iv) the "bill-to" address; (v) the requested performance dates; (vi) a contact name and telephone number; and (vii) reference to this Master Agreement. Eligible Organizations purchasing on-site Support, on-site Training, Professional, or IT as a Service shall negotiate the terms and conditions of such purchase with the Vendor, including, as applicable, service level agreements and/or statements of work.

C. Each Order that is accepted by Supplier will become a part of the Agreement as to the Products and/or Services listed on the Order only; no additional terms or conditions will be added to this Agreement as a result of the acceptance of the Order, nor will such terms affect any purchase. An Order from an Eligible Organization accepted by Supplier is binding.

D. All Products furnished will be subject to acceptance pursuant to the terms and conditions of Section 7.A ("Acceptance") by Procuring Eligible Organization after delivery. No substitutions or

cancellations are permitted without notification to the Procuring Eligible Organization. Nothing in this Section precludes any agreements for the use of electronic purchase orders.

E. Procuring Eligible Organization may request in writing changes to an Order ("Change Request") that Supplier has previously accepted up until the time Dell begins manufacturing the Products or performing the Services. In response to a Change Request, Supplier will provide written quotations to Procuring Eligible Organization, including any changes to prices, license fees, shipment or completion dates. A Change Request is a separate Order subject to the terms and conditions of this Master Agreement and Dell's change order process.

F. Supplier will accept a purchasing card for order placement in addition to accepting a purchase order.

G. When Equipment purchased on this contract requires installation, the Supplier must provide the cost of installation as a separate line item on their quotation. The installation cost must include all packing, freight, insurance, set-up, instruction, and operation manual charges. Equipment must be set in place in an area designated by Procuring Eligible Organization personnel, demonstrated to be in operating condition, and approved by Procuring Eligible Organization personnel. Upon request, Dell will provide a Services quote with a Statement of Work to remove any and all debris from the Procuring Eligible Organization's site. Upon installation, all operating instructions will be provided either physically or electronically to Procuring Eligible Organization's personnel identified on the purchase order.

4. Quantity Guarantee

This Master Agreement is not a purchase order, nor does it guarantee any purchases to be made by any Eligible Organization. This Master Agreement is not an exclusive agreement. MHEC and Eligible Organizations may obtain information technology products and services from other sources during the term of the Master Agreement.

5. Master Agreement Term

This Master Agreement will be formed upon execution by the Parties, and shall remain in effect, unless otherwise terminated pursuant to the terms of the Master Agreement, for a period of three (3) years from the Effective Date. The Master Agreement may be mutually renewed for four (4) additional one-year terms, upon written agreement of the Parties, unless terminated pursuant to the terms of this Agreement.

6. Order of Precedence

Where the terms and conditions of this Master Agreement are in conflict with an Eligible Organization's state and/or institutional laws or regulations, the Eligible Organization and Dell may enter into an addendum to amend the terms and conditions of the Master Agreement to conform to the Eligible Organization's state and/or institutional laws or regulations. Likewise, a Procuring Eligible Organization and Dell may enter into an addendum to supplement or modify this Agreement for specific Products or Services. The terms and conditions of the addendum shall only be applicable between the Eligible Organization that entered into the addendum and Dell.

In the event of any conflict among these documents, the following order of precedence shall apply:

A. Mutually agreed upon Statement of Work ("SOW") or Service Level Agreement ("SLA")

B. License terms applicable to the software license or software service purchased hereunder

C. Executed addendum, not to include Purchase Orders, between Eligible Organization and Dell

D. The terms and conditions of this Master Agreement or any MHEC-Dell addenda to this Master Agreement and its Exhibits

E. The list of Products and Services contained in the Order

7. Payment Provisions

A. **Acceptance.** A Procuring Eligible Organization shall determine whether all Products and Services delivered meet the Dell's published specifications. No payment shall be made for any Products or Services until the Eligible Organization has accepted the Products or Services. Unless otherwise agreed upon between the Eligible Organization and Dell, the Eligible Organization shall within fifteen (15) calendar days from the date of delivery, issue a written notice of partial acceptance or rejection of the Products or Services; otherwise the Products or Services shall be deemed accepted.

B. **Return Policy.** Procuring Eligible Organization may return Dell branded products in accordance with the terms of Dell's Return Policy as shown in Exhibit C. Restocking fees may apply. Restocking fees will be disclosed to the Procuring Eligible Organization when an RMA is requested.

C. **Payment of Invoice.** Payments shall be delivered to Dell at the address shown on the invoice. Payments shall be made within thirty (30) days from the date of invoice. In the event that Dell is required to pursue the collection of past due amounts not subject to a good faith dispute between Dell and the Procuring Eligible Organization, Dell will be entitled to recover interest accrued at the lesser of 1.5% per month or in accordance with the applicable state laws of the Procuring Eligible Organization.

D. **Dispute Notice.** Procuring Eligible Organization shall make a good faith effort to notify Supplier of any billing discrepancies or disputes about an invoice within fifteen (15) business days after receiving it, specifying with particularity the basis of any such dispute ("Dispute Notice") or in accordance with the applicable state laws of the Procuring Eligible Organization. Tender of a Dispute Notice does not relieve Procuring Eligible Organization of its obligations to pay the undisputed portion of any invoice subject to a Dispute Notice. Any amounts that were the subject of a Dispute Notice and are subsequently resolved in favor of Supplier will be subject to interest charges accruing from the original due date.

E. **Partial Shipment**. In the event an order is shipped incomplete (partial), the Procuring Eligible Organization must pay for each shipment as invoiced by Supplier unless the Procuring Eligible Organization has clearly specified "No Partial Shipment" on each purchase order.

F. **Payment of Taxes**. The prices listed under this Master Agreement do not include, and Procuring Eligible Organization shall reimburse Supplier for, any and all taxes and/or duties assessed against or payable by Supplier in connection with the sale of Equipment, licensing of Software or Documentation, or performance of Services except for taxes imposed upon Suppliers net income. Unless the Procuring Eligible Organization provides a proof of tax exemption, taxes will be additive to the contracted price.

8. Shipping

Dell shall ship the Products F.O.B. destination. Title to Products shall pass to Procuring Eligible Organization upon delivery to Procuring Eligible Organization's destination point. Risk of loss or damage to the Products shall pass to Procuring Eligible Organization upon delivery to the Procuring Eligible Organization. Dell shall bear the risk of loss with respect to returned Products except for loss or damage directly attributable to the negligence of the Eligible Organization. Standard 3-5 day ground shipping will

be included in the price of the equipment. All equipment must be shipped fully configured with the required memory, components, and selected or specified operating system, unless as otherwise noted.

9. Product Delivery

A. Unless otherwise agreed to by Procuring Eligible Organization and Supplier, Supplier agrees to deliver Products to Procuring Eligible Organization within thirty (30) days after receipt of a valid Order. If delivery cannot be made within thirty (30) calendar days, Supplier will notify Procuring Eligible Organization within five (5) business days following Order placement, and Procuring Eligible Organization as its exclusive remedy, can cancel the order by written, electronic, or facsimile notification. Failure of the Supplier to adhere to delivery schedules as specified or to promptly replace defective product shall render the Supplier liable for all costs in excess of the contract price when alternate procurement is necessary. Suppliers acknowledge that all locations of any particular Eligible Organization may not be within the MHEC region.

B. If deliveries prove to be unsatisfactory, or other problems arise, MHEC reserves the right to delete Product or Services from the Master Agreement and/or cancel Master Agreement for cause. Similarly, if deliveries prove to be unsatisfactory or other problems arise under the agreement for a Procuring Eligible Organization, the Procuring Eligible Organization retains all of its remedies for a default. Failure of MHEC or the Procuring Eligible Organization to exercise its rights of termination for cause or other remedies for default due to a Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights or other default remedies in any other instance.

C. Suppliers may choose to deliver products electronically where practicable. This option must be under the independent control of each Procuring Eligible Organization.

10. Price Guarantees

The Procuring Eligible Organization shall pay the lower of the prices contained in the Master Agreement, Announced Master Agreement Promotional Price, Dell's publically announced Promotional Price (provided that the Procuring Eligible Organization notifies Dell of the applicability of a specified Promotional Price), or Large Order Negotiated Price at the time of Order (provided that, with respect to the applicability of Large Order Negotiated Prices, such Procuring Eligible Organization is a party to the Large Order Negotiated Price negotiations and the purchase is part of the project for which the Large Order Negotiated Price was negotiated). When Eligible Organizations purchase under this Master Agreement, Dell shall not sell Products or Services to Eligible Organizations at prices higher than those awarded via this Master Agreement and in instances where this Provision is applied, this Master Agreement contract number shall be referenced in the Supplier's quote.

11. Product Pricing

Dell agrees to maintain Product Pricing in accordance with the following provisions:

A. Retail Price List for all Equipment, Software and Documentation will be set forth at http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf Changes to retail prices generally take effect immediately, and Dell reserves the right to change retail prices at any time.

B. Discount Percentage Pricing: The prices for Products are the Retail Price List less applicable discount as specified in Exhibit A. Except as set forth in Section 10 "Price Guarantees" or Section 37 "Administrative Reporting and Fees," the discount percentages set forth in Exhibit A shall remain firm during the term of this Master Agreement. Dell shall add new Product(s) to Retail Price List as

new Product(s) become available for sale. The pricing for all new Products shall be at the price discount levels provided herein, or as agreed to by the Parties.

C. Dell may revise or discontinue Product offerings at any time without prior notice to MHEC. A change in a Product may occur between the time that Procuring Eligible Organization orders a Product and the time that Dell ships the Product. As a result, Products shipped may display minor differences from the Products Procuring Eligible Organization ordered, but they will meet or exceed all material specifications of the Products Procuring Eligible Organization ordered.

D. Quarterly Reviews and Product Roadmaps: Dell agrees to meet with MHEC on at least a quarterly basis to discuss Product Roadmaps, which will consist of a six-month forecast of any Products, including the specific configuration bundles for which Eligible Organizations receive special pricing. Dell targets an 18-month lifecycle for its standard platforms and often exceeds this goal. In addition, standard platforms offer a minimum 60-90 day overlap between a system that is due to become end-of-life and its successor. Dell agrees to provide advance notice of introduction, transition, and end-of-life information for Products, system platforms, peripherals, and software. In addition, at such Quarterly Reviews, Dell agrees to work with MHEC to identify configurations, bundles, and/or promotional pricing that would provide the most value under this Master Agreement and/or to specific Procuring Eligible Organization(s). Configurations, bundles, and/or promotional pricing will be offered and continuously available throughout the term of this Master Agreement.

E. Products purchased shall be new, current models manufactured with 100% new OEM parts. All Products should be offered in current production as of the date of the award. For purpose of this contract, "current production" shall mean that the equipment model is being manufactured as new equipment for the United States market. Dell will delete obsolete and discontinued Products from the Retail Price List on a timely basis.

F. Prices will be F.O.B. destination (interior/ground floor or inside dock), and freight pre-paid and allowed, to any and all locations of the Procuring Eligible Organization. Prices must include all packing, freight, insurance charges and installation/operation manuals.

12. Services Pricing

Dell agrees to maintain the Service Pricing in accordance with the following provisions:

A. For any standard Services, in which the Services and corresponding SKU are on Retail Price List, the pricing will be as described in the Products Section for Discount Percentage Pricing, and the applicable discount percentage as noted in Exhibit A will apply. Except as set forth in Section 10, "Price Guarantees" or Section 37 "Administrative Reporting and Fees," the discount percentage set forth in Exhibit A shall remain firm for the term of the Master Agreement.

B. For any custom Services that are not included on the Retail Price List, the prices for such Services purchased under this Master Agreement will be as mutually agreed upon by both Dell and Procuring Eligible Organization and as set forth in a Dell quote or an applicable SOW or negotiated agreement.

C. Specific geographic restrictions on the availability of Services must be conveyed to the Procuring Eligible Organization.

D. Dell may offer a direct or indirect leasing program as a financial Service under a separate leasing agreement.

E. Any purchase by Procuring Eligible Organizations of IT as a Service is pursuant to the terms of the Dell Services Description accompanying the Services and the Services Acceptable Use Policy, which is

available for review at www.dell.com/termsandconditions or any other negotiated agreement between Eligible Organization and Dell.

13. License and Proprietary Rights

The terms applicable to any software are in its license agreement, included with the Software media packaging, or presented to Procuring Eligible Organization during the installation or use of the Software. For Dell-branded System Software, Procuring Eligible Organization's use of such Software is subject to the Dell-branded System Software End User License Agreement (EULA) as set forth in Exhibit B, attached hereto. If a separate license agreement exists between Procuring Eligible Organization and the manufacturer or the owner of the Software, that license agreement will control and will apply according to its terms and conditions.

14. Proprietary Rights

All right, title, and interest in and to the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Software, Products, Deliverables and all content and other items included with or as part of the Products, Services, Software, or Deliverables, such as text, graphics, logos, button icons, images, audio clips, information, data, feedback, photographs, graphs, videos, typefaces, music, sounds, and software, as well as the methods by which any Services are performed and the processes that make up the Services, shall belong solely and exclusively to Supplier or its suppliers or licensors, and Procuring Eligible Organization shall have no rights whatsoever in any of the above, except as expressly granted in this this Master Agreement.

15. Warranties

A. **Equipment**: Dell warrants that any Dell branded products shall be free from defects in material and workmanship under normal use, will conform to the specifications within the product documentation accompanying the product, and that the Equipment shall remain in good working order for the applicable warranty period from the date of Invoice. The applicable warranty period will be determined by such factors as the type of Warranty or Product purchased. If any Equipment is not as warranted in this Section, then Dell shall repair or replace the Equipment in accordance with the applicable warranty. In repairing or replacing any Equipment or part of any Equipment under this warranty, Dell may use new, remanufactured, reconditioned, refurbished, or functionally equivalent Equipment or parts of Equipment. For any Equipment or parts thereof repaired, replaced or corrected under this Section, the warranty period applicable to the Equipment will continue for the remainder of the original warranty period. If, Dell determines that it cannot, in a commercially reasonable manner repair or replace any Equipment, then Dell may, in its sole discretion, refund to Procuring Eligible Organization the price of the Equipment.

B. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR IN THE APPLICABLE PRODUCT OR SERVICE DOCUMENTATION, DELL (INCLUDING ITS AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS (COLLECTIVELY, THE "DELL PARTIES") MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE PRODUCTS, SOFTWARE, DELIVERABLES OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (a) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (b) RELATING TO THIRD-PARTY PRODUCTS; OR (c) RELATING TO THE RESULTS OR PERFORMANCE OF THE SOLUTION, INCLUDING THAT THE SOLUTION WILL BE PROVIDED WITHOUT INTERRUPTION OR ERROR.

C. WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICE NOT PERFORMED OR AUTHORIZED BY DELL

(INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH THE DOCUMENTATION, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE SOLUTION. WARRANTIES DO NOT APPLY TO THIRD-PARTY PRODUCTS. ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER.

D. NOTHING IN THIS SECTION SHALL EXCLUDE OR LIMIT DELL'S WARRANTY OR LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALWAYS ENFORCE CLASS ACTION OR JURY WAIVERS, AND MAY LIMIT FORUM SELECTION CLAUSES AND STATUTE OF LIMITATIONS PROVISIONS, AS SUCH, ONLY THE LIMITATIONS THAT ARE LAWFULLY APPLIED TO PROCURING ELIGIBLE ORGANIZATION IN PROCURING ELGIBILE ORGANIZATIONS'S JURISDICTION WILL APPLY TO PROCURING ELIGIBLE ORGANIZATION, AND DELL'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

E. **HIGH-RISK DISCLAIMER:** DELL SHALL NOT BE LIABLE TO THE PROCURING ELIGIBLE ORGANIZATION FOR USE OF THE SOLUTION IN HAZARDOUS OR HIGH-RISK ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, IN WHICH THE FAILURE OR MALFUNCTION OF THE SOLUTION COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE. SUCH USE IS AT PROCURING ELIGIBLE ORGANIZATION'S OWN RISK, EVEN IF DELL KNOWS OF SUCH USE, AND DELL EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH HIGH-RISK ACTIVITIES.

F. **Services**: Dell represents and warrants that the Services provided under this Master Agreement will be performed in a skillful, competent, timely, professional and workmanlike manner, and that the Dell employees, agents and contractors assigned to perform Services under this Master Agreement have the proper skill, training and background so as to be able to perform in a skillful, competent, timely, professional and workmanlike manner. Any additional warranty for Services will be decided on a case by case basis and be mutually agreed upon in a SOW.

G. **Third-Party Products and Services Warranties**: Dell does not warrant Third-Party Products or Services. Any warranty provided on Third-Party Product(s) or Service(s) is provided by the publisher, original manufacturer, or service provider and may vary from product to product or service to service. Such warranties shall be provided to the Procuring Eligible Organization with the Third Party Products and Services.

H. Dell warrants that Procuring Eligible Organization shall acquire good and clear title to Dell-branded Products being purchased under this Master Agreement, free and clear of all liens and encumbrances. For any non-Dell branded Products, Dell warrants that it has the right to provide such Products to the Procuring Eligible Organization.

I. **Environmental Factors:** Many Eligible Participants are committed to promoting environmentally sound procurement, usage and disposal methods which are in compliance with State, County, and Municipal regulations. Dell agrees to maintain for the term of this Master Agreement, and all renewals/extensions thereof, programs as described in the following paragraphs.

   A. Takeback/Recycling of Equipment. Costs are as listed on the Retail Price List subject to applicable discounts.

B. Environment: Compliance with the following standards applicable to IT providers in the United States: Blue Angel, EcoLogo, Energy Star, EPEAT (by level), Green Guard, and TCO.

C. Product labeling of compliance with Items B above, as well as identification of such information on the web site.

16. Termination

A. At any time MHEC may terminate this Master Agreement, in whole or in part, by giving Dell ninety (90) days written notice; provided however, neither MHEC nor Eligible Organization has the right to terminate a specific Order for convenience after the Product has begun production or been shipped for such Products that don't require production. At any time, Dell may terminate this Master Agreement, in whole or in part, by giving MHEC ninety (90) days written notice. Such termination shall not relieve Dell of any warranty or other service obligations incurred under the terms of this Master Agreement.

B. Either Party may terminate this Master Agreement for cause based upon material breach of the Master Agreement by the other Party, provided that the non-breaching Party shall give the breaching Party written notice specifying the breach and shall afford the breaching Party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching Party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching Party may declare the breaching Party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all remedies available to it under the law.

C. In the event that either Party be adjudged insolvent or bankrupt by a court of competent jurisdiction, or upon the institution of any proceedings by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon any assignment for the benefit of creditors, or upon the appointment of a receiver or trustee of any of its property or assets, or upon the liquidation, dissolution or winding up of its business, then and in any such event this Master Agreement may immediately be terminated or cancelled by the other Party hereto.

D. In the event this Master Agreement expires or is terminated for any reason, a Procuring Eligible Organization shall retain its rights in all Product and Services accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

17. Non-Appropriation

This provision applies only to publicly funded Eligible Organizations. The terms of this Master Agreement and any Order issued for multiple years under this Master Agreement is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Master Agreement or in any purchase order or other document, Procuring Eligible Organization may terminate its obligations under this Master Agreement if sufficient appropriations are not made by the governing entity to pay amounts due for multiple year agreements. The Procuring Eligible Organization's decision as to whether sufficient appropriations are available shall be accepted by Dell and shall be final and binding. A Procuring Eligible Organization shall provide sixty (60) days' notice, if possible, of its intent to terminate this contract for non-appropriation. The Procuring Eligible Organization shall send to Dell a notice of its Governing Body's decision not to appropriate funds for the installment sale payments for the subsequent fiscal year. Such termination shall relieve the Procuring Eligible Organization, its officers and employees from any responsibility or liability for the payment of any future Orders. However, all outstanding invoices from Dell will be paid by the Procuring Eligible Organization.

18. Records and Audit

Dell agrees to maintain records directly related to the Invoices and Purchase Orders under this Master Agreement for a period of three (3) years or such term as required by applicable law from the date of receipt of final payment after termination of the Master Agreement. These records shall be subject to inspection, which may be initiated no more than twice annually, with reasonable advance notice, by Procuring Eligible Organization and appropriate governmental authorities within Procuring Eligible Organization's state. The Procuring Eligible Organization shall have the right to request copies of invoices either before or after payment. Payment under this Master Agreement shall not foreclose the right of the Procuring Eligible Organization to recover excessive or illegal payments.

19. Independent Contractor

Dell, its agents, and employees are independent contractors and are not employees of MHEC or any Eligible Organization. Dell has no authorization, express or implied to bind MHEC or any Eligible Organization to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent of MHEC or any Eligible Organization, except as expressly set forth herein. Nothing in this Master Agreement is intended, or shall be deemed, or construed to constitute a partnership or a joint venture between the Parties.

20. Patent, Copyright, Trademark and Trade Secret Indemnification

Dell will indemnify, defend and hold MHEC and Eligible Organization harmless from any third party claim that any Dell-branded Product or Service provided to Eligible Organization pursuant to this Master Agreement infringes on another person's or entity's United States patent, copyright, trade secret or any other proprietary right of a third party. Dell will have no obligation under this section with respect to any Claim of infringement resulting from (a) Services performed, or Product provided, pursuant to Eligible Organization's specification or design; (b) an Eligible Organization's unauthorized modification of a Product; or (c) any combination, operation, or use of the Product with systems other than those provided by Dell to the extent that such a Claim is caused by such modification, combination, operation, or use of the Product. Following notice of a Claim or a threat of actual suit, Dell will, at its own expense and option, (1) resolve the claim in a way that permits continued ownership and use of the affected Product or Service; (2) provide a comparable replacement at no cost; or (3) in the case of a Product accept return of the Product, freight collect, and provide a reasonable depreciated refund and in the case of a Service, provide a refund less a reasonable adjustment for beneficial use, but in no event shall refund of Product or Service relieve Dell from its obligations to defend and indemnify MHEC and Eligible Organizations.

With respect to any claim that Non-Dell branded Product(s) or Service(s) infringes upon another person's or entity's patent, copyright, trade secret or other intellectual property rights in the United States, Dell agrees to pass through to the appropriate Eligible Organization any rights to indemnification protection for which Dell currently or subsequently has in place with the manufacturer, licensor and publisher.

21. Indemnification

Dell will indemnify, protect, save and hold harmless MHEC and Eligible Organizations, as well as the representatives, agents and employees of MHEC and Eligible Organizations, from any and all third party claims or causes of action related to a claim of personal injury or damage to tangible property, including all reasonable attorneys' fees incurred by MHEC and/or Eligible Organizations, directly arising from intentionally wrongful actions or omissions or the negligent performance of the Master Agreement by Dell, Dell's agents, employees, or subcontractors. MHEC and/or Eligible Organization shall give Dell

written notice, by registered mail, promptly after it becomes aware of any claim to be indemnified hereunder. For state entities, Dell will coordinate with state's attorney general as required by state law. Dell will control the defense of any such claim or action at Dell's own expense. MHEC and/or Eligible Organization agree that Dell may employ attorneys of its own choice to appear and defend the claim or action and that MHEC and/or Eligible Organization shall do nothing to compromise the defense of such claim or action or any settlement thereof and shall provide Dell with all reasonable assistance that Dell may require.

22. Limitation of Liability

Dell shall not be liable to MHEC or any individual Eligible Organization for any direct damages in excess of $500,000 or the price of the Product(s) or Service(s) purchased per Order subject to such claim, whichever is greater. The foregoing limitation does not apply to any indemnification obligations under this Master Agreement or to damages resulting from personal injury or tangible property damage caused by Dell's negligence or willful misconduct. NEITHER DELL, MHEC NOR ANY ELIGIBLE ORGANIZATION SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT, WHETHER THE CLAIM ALLEGES TORTUOUS CONDUCT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. DELL IS NOT RESPONSIBLE FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM(S) OR NETWORK OR EXCEPT AS SET FORTH IN THIS AGREEMENT, THE PROCUREMENT OF SUBSTITUTE PRODUCTS, SOFTWARE OR SERVICES.

THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL PROVIDING PRODUCTS, SOFTWARE, OR SERVICES TO PROCURING ELIGIBLE ORGANIZATION, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR FAILURES.

23. Confidentiality

A. While Dell is providing Services hereunder, Eligible Organization or Dell may disclose to the other certain business information identified as confidential ("Confidential Information"). All such information shall be marked or otherwise designated as "Confidential" or "Proprietary". In order for such information to be considered Confidential Information pursuant to this Section 23 of the Master Agreement, it must conform to the data practices laws or similar type laws of the State in which the Eligible Organization is located or was founded. Information of a proprietary nature which is disclosed orally to the other party shall not be treated as Confidential Information unless it is stated at the time of such oral disclosure that such information is Confidential Information and such information is reduced to writing and confirmed as Confidential Information to the recipient within ten (10) days after oral disclosure. Both Eligible Organization and Dell agree that, with respect to Confidential Information it receives (as "Recipient") from the other (as a "Discloser") in connection with this Master Agreement or an Order pursuant to this Master Agreement, that it (i) will use such Confidential Information solely for the purposes contemplated by the Master Agreement or an Order placed under this Master Agreement, (ii) shall not use any such Confidential Information for any other purpose and in particular shall not so use such Confidential Information in any manner either to the detriment of the Discloser or for the benefit of the Recipient or any third

party, and (iii) shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser.

B. Each Party will make reasonable efforts not to disclose the other Party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (iii) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidential Information shall remain the property of and be returned to the Disclosure (along with all copies or other embodiments thereof) within fifteen (15) days of (a) the termination or completion of the Order under this Master Agreement, or (b) the earlier receipt by the Recipient from the Discloser of a written demand following a breach by Eligible Organization or Dell of this Master Agreement or an Order under this Master Agreement directing that Confidential Information described generally or specifically in such demand be returned to the Discloser.

C. In such cases where Confidential Information is required to be disclosed to a third party for purposes of providing Services, all disclosure of Confidential Information will be in accordance with the separate non-disclosure agreement between Dell and the third party.

D. If a separate, written nondisclosure agreement exists between Eligible Organization and Dell, that agreement will control and will apply according to its terms and conditions to all Confidential Information the parties exchange with each other.

E. Notwithstanding anything to the contrary in this Agreement or amendment to this Master Agreement, both Eligible Organization and Dell agree to comply with the data practices or similar type laws of the State in which Eligible Participant is located or founded, to the extent applicable to the scope of services performed by Supplier.

24. FERPA (and Other Privacy Laws)

Where applicable to the scope of services Dell is providing, and only to the extent directly applicable to Dell and its Services, Dell agrees to comply with the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act (GLBA) and all other applicable state and federal privacy laws. To the extent an Eligible Organization discloses any information to Dell subject to aforementioned privacy laws, Eligible Organization agrees to advise Dell of the disclosure of such information; and Eligible Organization represents and warrants to Dell that it has obtained any required consents to disclose such information. In addition, to the extent that Dell is or becomes a Business Associate as defined in HIPAA, both Parties acknowledge that a separate mutually agreeable Business Associate Agreement may be required and will govern according to its terms.

With regard to FERPA, for purposes of this Agreement, Dell is a contractor or outside service provider with whom the Procuring Eligible Organization has outsourced institutional services or functions that it would otherwise use employees to perform. For purposes of FERPA, the Procuring Eligible Organization has determined that Supplier, and its employees acting in the course of their employment under this Agreement, is a school official with a legitimate educational interest in obtaining access to education records and will only provide Dell with access to those particular education records in which Dell has a legitimate educational interest. Further, the Procuring Eligible Organization represents and warrants that it has obtained any required consents to disclose such records to Supplier and the Procuring Eligible Organization represents and warrants that it has or will make all required notifications required to disclose such records to Supplier. Supplier shall be under the direct control of the Procuring Eligible

Organization with respect to its maintenance and use of personally identifiable information from education records provided under this Agreement. Supplier shall not further disclose any personally identifiable information from education records to any third party unless that third party likewise has a legitimate educational interest in obtaining access to education records and unless authorized to so further disclose by the Procuring Eligible Organization. For purposes of this Agreement, the Procuring Eligible Organization has determined that those Supplier contractors performing institutional services or functions that the Procuring Eligible Organization would otherwise use employees to perform shall have such legitimate educational interest in instances where contractor requires access to education records in order to fulfill its responsibilities under this Agreement. Such access shall be limited to the specific educational records necessary for the performance of services and in such instances contractor shall have the same obligations pursuant to this section as Supplier and Supplier shall inform said contractors of its obligations. Supplier agrees to hold non-public information that is subject to FERPA requirements, which may include personally identifiable information, in strict confidence and agrees to implement and maintain safe guards to protect the security, confidentially and integrity of any such non-public personal information it receives from Procuring Eligible Organizations. Suppliers shall not disclose such non-public personal information received from or on behalf of Procuring Eligible Organization except as permitted or required by this Agreement or addendum, as required by law, or otherwise authorized in writing by Procuring Eligible Organization.

25. Amendments

Except as provided for in Section 6 "Order of Preference"; Section 12 "Product Pricing"; and Section 13 "Service Pricing"; this Master Agreement shall only be amended by written instrument executed by the Parties.

26. Scope of Agreement

This Master Agreement incorporates all of the agreements of the Parties concerning the subject matter of this Agreement, and all prior agreements have been merged into this Master Agreement. No prior agreements, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Master Agreement.

27. Invalid Term or Condition

If any term or condition of this Master Agreement shall be held invalid or unenforceable, the remainder of this Master Agreement shall not be affected and shall be valid and enforceable.

28. Enforcement of Agreement

A Party's failure to require strict performance of any provision of this Master Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Master Agreement shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

29. Web Site Maintenance

Dell agrees to maintain and support Internet website(s) for access to the Retail Price List, Product descriptions, Product specifications, Service descriptions, Service specifications and other aids in accordance with instructions provided by MHEC. In addition, Dell will provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting. Dell shall notify MHEC when there are additions and/or deletions made to the list of Authorized Resellers.

30. Equal Opportunity Compliance

Dell agrees to abide by all applicable Federal and state laws, regulations, and executive orders pertaining to equal employment opportunity. In accordance with such laws, regulations, and executive orders, Dell agrees that it does not discriminate, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap. If Dell is found to be not in compliance with applicable Federal or state requirements during the life of this Master Agreement, Dell agrees to take appropriate steps to correct these deficiencies.

31. Compliance with Law

Dell shall comply with all applicable laws and governmental regulations, which by their terms, apply to Dell's performance under an Order pursuant to this Master Agreement. Eligible Organization agrees to comply with all applicable laws and governmental regulations in connection with this Master Agreement. MHEC agrees to comply with all applicable laws and governmental regulations in connection with this Master Agreement.

32. Applicable Law

A. As between Eligible Organization and Dell, this Master Agreement will be construed in accordance with, and its performance governed by the laws of the state in which the Eligible Organization resides. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

B. As between MHEC and Dell this Master Agreement will be construed in accordance and its performance governed by the laws of the state of Minnesota. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the State of Minnesota.

C. As between Eligible Organization, MHEC, and Dell this Master Agreement will be construed in accordance with and its performance governed by the laws of the state in which the Eligible Organization resides. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

33. Conflict of Interest

Dell warrants to the best of its knowledge and belief that it presently has no interest direct or indirect, which would give rise to organizational conflicts of interest.

34. Assignment

Neither Party shall sell, transfer, assign or otherwise dispose of the Master Agreement or any portion thereof or of any right, title, or interest herein without the prior written consent of the other Party. This consent requirement includes reassignment of this Master Agreement due to change in ownership, merger, or acquisition of a Party or its subsidiary or affiliated corporations. Nothing in this Section shall preclude Dell from employing a subcontractor in carrying out its obligations under this Master Agreement. Dell's use of such subcontractors will not release Dell from its obligations under this Master Agreement.

35. Survival

Certain paragraphs of this Master Agreement including but not limited to Indemnification; and Limitation of Liability shall survive the expiration of this Master Agreement. Software licenses, warranty

and service agreements, and non-disclosure agreements that were entered into under terms and conditions of this Master Agreement shall survive this Master Agreement.

36. Notification

A. **Between the Parties:** Whenever under the terms of this Master Agreement any notice is required or permitted to be given by one Party to the other, such notice shall be given in writing and shall be deemed to have been sufficiently given for all purposes hereof if given by facsimile or mail, postage prepaid, to the Parties at the addresses set forth below, or at such other address as the Parties may direct in writing from time to time:

To MHEC:	To Dell:
MHEC	Dell Marketing LP
105 Fifth Avenue South	One Dell Way
Suite 450	Mailstop RR 1-33
Minneapolis, Minnesota 55401	Round Rock, Texas 78682
Attn: Nathan Sorensen	Attn: Contract Manager
Facsimile: 612-767-3353	Fax: 512-283-9092

Changes in the above information will be given to the other Party in a timely fashion.

B. **To Eligible Organization:** Notices shall be sent to Eligible Organization's business address. The term "business address" shall mean the "Bill to" address set forth in an invoice submitted to Eligible Organization.

37. Administrative Reporting and Fees

On a calendar-quarterly basis (where quarter one is January 1 – March 31 and the quarter one report is due by April 30), Dell will, in a timely manner, make available to MHEC utilization reports and information generated by this Master Agreement, reflecting net Product and Service sales to Eligible Organizations. The information and reports shall be accompanied with a check payable to the Midwestern Higher Education Commission for an amount equal to one fourth of one percent (0.25%) of the net Product and Service sales for that quarter period (the "Fee"). MHEC, from time to time may provide a written request to Dell to change the percentage of the Fee it will receive as a result of this Master Agreement. Any change in the Fee may also require a change in the Product or Service pricing.

38. MHEC Not Liable For Eligible Organizations

MHEC is not liable to Dell for the failure of any Eligible Organization to make any payment or to otherwise fully perform pursuant to the terms and conditions of an Order and/or the Master Agreement. Dell, in its sole discretion, may discontinue selling Products or Services to any Eligible Organization who fails to make payments or otherwise fully perform pursuant to the terms and conditions of the Master Agreement.

39. Announcements and Publicity

Any announcements and publicity given to MHEC (or an Eligible Organization) resulting from this Master Agreement must receive the prior approval of MHEC (or Eligible Organization). Such approval shall not be unreasonably withheld. Dell will not make any representations of MHEC's (or an Eligible Organization's) opinion or position as to the quality of effectiveness of the Products, Supplies and/or Services that are the subject of this Master Agreement without the prior written consent of MHEC (or Eligible Organization), which shall not be unreasonably withheld.

40. Marketing

Dell will assist MHEC in developing and implementing appropriate marketing strategies including seminars, printed materials and a full service, on-line MHEC-specific web site to receive information on products, supplies, services and prices and to place Orders.

41. Oversight Committee

An Oversight Committee comprised of representatives of Eligible Organizations shall be appointed by MHEC to assist and support MHEC and Dell in developing and refining the implementation of this Master Agreement. This shall include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Organizations in assuring quality and timely products and services, web presence; and to advise Dell on the effectiveness of its implementation progression. At the very least there will be an annual meeting between Dell and MHEC (and perhaps members of the Oversight Committee) to perform a contract health check; including items such as those above.

42. Force Majeure.

Neither Dell nor MHEC nor Procuring Eligible Organization shall be liable to each other during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; epidemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and / or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party unable to perform shall undertake reasonable action to notify the other Parties of the same.

43. Sovereign Immunity.

Notwithstanding anything to the contrary in this Master Agreement or Order under this Master Agreement, this Master Agreement shall not be construed to deprive a Eligible Organization of its applicable sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applying to this Master Agreement or afforded by Eligible Organization's State law applicable to the Eligible Organization. Nothing herein will be construed to prevent any breach of contract claim under this Master Agreement.

44. Compliance with Laws and Export.

A. **Compliance with Laws. Procuring Eligible Organization** and Dell agree to comply with all laws and regulations applicable to such party in the course of performance of its obligations under this Agreement. Procuring **Eligible Organization** acknowledges that the Products, Software and Services provided under this Agreement, which may include technology, authentication and encryption, are subject to the customs and export control laws and regulations of the United States ("U.S."); may be rendered or performed either in the U.S., in countries outside the U.S., or outside of the borders of the country in which Procuring Eligible Organization or its systems are located; and may also be

subject to the customs and export laws and regulations of the country in which the Products, Software and Services is rendered or received. Each party agrees to abide by those laws and regulations applicable to such party in the course of performance of its obligations under this Agreement. Procuring Eligible Organization also may be subject to import or re-export restrictions in the event Procuring Eligible Organization transfers the Products, Software or Deliverables from the country of delivery and Procuring Eligible Organization is responsible for complying with applicable restrictions. If any software provided by Procuring Eligible Organization and used as part of the Products, Software and/or Services contains encryption, then Procuring Eligible Organization agrees to provide Dell with all of the information needed for Dell to obtain export licenses from the U.S. Government or any other applicable national government and to provide Dell with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Procuring Eligible Organization is solely responsible for obtaining any necessary permissions relating to software that it exports. Dell also may require export certifications from Procuring Eligible Organization for Procuring Eligible Organization-provided software. Dell's acceptance of any order for Products, Software and Services is contingent upon the issuance of any applicable export license required by the U.S. Government or any other applicable national government. Dell is not liable for delays or failure to deliver Products, Software or Services resulting from Procuring Eligible Organization's failure to obtain such license or to provide such certification.

B. **Regulatory Requirements.** Dell is not responsible for determining whether any Third-Party Product to be used in the Products, Software and Services satisfies the local regulatory requirements of the country to which such Products, Software and Services are to be delivered or performed, and Dell shall not be obligated to provide any Products, Software and Services where the resulting Products, Software and Services is prohibited by law or does not satisfy the local regulatory requirements.

C. **Excluded Data.** Procuring Eligible Organization acknowledges that no part of the Products, Software and Services is designed with security and access management for the processing and/or storage of the following categories of data: (1) data that is classified and/or used on the U.S. Munitions list, including software and technical data; (2) articles, services and related technical data designated as defense articles and defense services; (3) ITAR (International Traffic in Arms Regulations) related data; and (4) except for personally identifiable information referenced in Section 23, personally identifiable information that is subject to heightened security requirements as a result of Procuring Eligible Organization's internal policies or practices, industry-specific standards or by law (collectively referred to as "Excluded Data"). Procuring Eligible Organization hereby agrees that Procuring Eligible Organization is solely responsible for reviewing data that it will provide to Dell (or to which Dell will have access) to ensure that it does not contain Excluded Data.

45. Miscellaneous.

All Parties to this Master Agreement may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Master Agreement that shall be considered an original and shall be admissible in any action to enforce this Master Agreement. Dell may accept this Master Agreement either by its authorized signature or a signed Order. Except as provided for in this Master Agreement, all changes to this Master Agreement must be made in writing signed by both Parties; accordingly any additional terms on the Procuring Eligible Organization's ordering documents shall be of no force or effect.

The Parties, by their representatives signing below, agree with the terms of this Master Agreement and further certify that their respective signatories are duly authorized to execute this Agreement.

	Midwestern Higher Education Commission	Dell Marketing L.P.
Signature:	Larry Isaak	Lauren Newberry
Name:	Larry Isaak	Lauren D. Newberry
Title:	President	Contracts Consultant
	Midwest Higher Education Compact	Dell Marketing L.P.
Address:	105 Fifth Avenue South Suite 450	One Dell Way, RR 8-07
	Minneapolis, Minnesota, 554401	Round Rock, Texas 78682
Date:	6-17-15	June 17, 2015

Exhibit A – Discount Category Pricing

Dell Pricing Level Discount Matrix ("Matrix"):

Product Category	Product Category Classifications	MHEC Discount
A	Most PowerEdge Servers, PowerEdge Racks; Most CloudEdge; PowerApp Appliance Servers; PowerVault Storage Products; Precision Workstations; OptiPlex Desktops; Most Customer Kits; Latitude Notebooks; Selected Toner; Selected Dell Cisco Switches; Dell Wyse	14.0%
F	Selected Toner	1.5%
H	Base Ships Fast SKUs (Latitude, Optiplex, and Precision); Non-configurable/stocked Dell-branded Products (e.g., Smart Selection), Future Products to be Determined.	6.0%
M	3rd Party Software & Peripherals - Mainstream Products	6.0%
O	Selected service on PowerEdge departmental servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	13.25%
R	Selected Services such as On-site – Next Business Day, On-site (extended yrs), Critical Care On-site Service (all yrs); and other svcs	5.0%
S	Selected Inspirons; Dell Compellent; Dell EqualLogic; Dell Kace; Selected Dell Printers; PowerConnect; Dell Projectors; Dell AIM; Selected PowerEdge; Vostro Notebooks; XPS Notebooks; Alienware Notebooks; Most Dell Cisco switches; Mellanox switches; Dell Force10; Dell AppAssure, Dell SonicWALL	3.0%
U	Spare Parts	0.5%
V	Peripherals and Services with discounts that vary based upon the system in which the item is installed	Varies per base sku
X	Selected Dell Printers; Selected Dell Monitors; Selected CloudEdge; Selected PowerEdge; Sonic Data Center Solutions; Selected 3rd Party Software & Peripherals; Non-Discountable Products	0.5%
Z	Selected Inspirons; Vostro Desktops & Notebooks; XPS Desktops; Alienware Desktops; Non-Discountable Service (except where contractually required)	0.5%
Z1 and ZS	Non-discountable Service	0.0%

The product classifications identified above are in place as of the Effective Date of this Agreement. These classifications affect Dell Public Sector customers and Dell may change product availability or classification category for all customers without notice. Reference the Dell Retail Price List to verify the applicable Product Category for each sku on Dell's Quote. The descriptions herein are general in nature and are not all inclusive. Any product category not listed herein shall be deemed a non-discountable product or service offering and receive zero percent contractual discount.

Revenue Gates

Dell will offer the following discounts associated with single transactions.

Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Purchase Order	Category A Discount in addition to the Initial Pricing Level Discount
$50,000	$99,999	Greater than or equal to 1%
$100,000	$199,999	Greater than or equal to 2%
$200,000	$499,999	Greater than or equal to 4%
$500,000	$999,999	Greater than or equal to 6%
$1,000,000	No Maximum	Greater than or equal to 8%

Dell will offer the following discounts associated with cumulative purchases under the MHEC contract.

During the course of the Master Agreement Dell shall increase the base Category A discount by ½% within fifteen business days after submission of quarterly reporting period indicating sales threshold of $2B / $4B / $6B has been achieved.

Exhibit B. Dell-branded System Software End User License Agreement (EULA)

This EULA is for System Software. System Software provides basic hardware functionality and platforms for applications to run (like firmware and BIOS), manages products in which it is embedded and includes software specifically designated by Dell.

THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR AN ENTITY) AND DELL PRODUCTS L.P., A TEXAS LIMITED PARTNERSHIP, OR DELL GLOBAL B.V. (SINGAPORE BRANCH), THE SINGAPORE BRANCH OF A COMPANY INCORPORATED IN THE NETHERLANDS WITH LIMITED LIABILITY ON BEHALF OF ITSELF, DELL INC. AND DELL INC.'S DIRECT AND INDIRECT SUBSIDIARIES (COLLECTIVELY, "DELL"). THIS AGREEMENT GOVERNS ALL SOFTWARE ("SOFTWARE") AND ANY UPGRADES, UPDATES, PATCHES, HOTFIXES, MODULES, ROUTINES, FEATURE ENHANCEMENTS AND ADDITIONAL VERSIONS OF THE SOFTWARE THAT REPLACE OR SUPPLEMENT THE ORIGINAL SOFTWARE (COLLECTIVELY "UPDATES") AND THEIR ASSOCIATED MEDIA, PRINTED MATERIALS, ONLINE OR ELECTRONIC DOCUMENTATION, DISTRIBUTED BY OR ON BEHALF OF DELL UNLESS THERE IS A SEPARATE LICENSE AGREEMENT BETWEEN YOU AND THE MANUFACTURER OR OWNER OF THE SOFTWARE OR UPDATE. IF THERE IS NO SEPARATE LICENSE AGREEMENT THEN THIS AGREEMENT GOVERNS YOUR USE OF UPDATES, AND SUCH UPDATES WILL BE CONSIDERED SOFTWARE FOR ALL PURPOSES OF THIS EULA. THE "SOFTWARE" SHALL MEAN COLLECTIVELY THE SOFTWARE PROGRAM AND UPDATES AND ANY COPIES THEREOF. THIS EULA, IN AND OF ITSELF, DOES NOT ENTITLE YOU TO ANY UPDATES AT ANY TIME IN THE FUTURE. BY EXPRESSLY ACCEPTING THESE TERMS OR BY DOWNLOADING, INSTALLING, ACTIVATING AND/OR OTHERWISE USING THE SOFTWARE, YOU ARE AGREEING THAT YOU HAVE READ, AND THAT YOU AGREE TO COMPLY WITH AND ARE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA, THEN YOU MAY NOT DOWNLOAD, INSTALL, ACTIVATE OR OTHERWISE USE ANY OF THE SOFTWARE AND YOU MUST PROMPTLY RETURN THE SOFTWARE; AND WHERE SOFTWARE WAS LOADED BY OR ON BEHALF OF DELL AS INCLUDED IN YOUR PURCHASE OF SPECIFIC HARDWARE (INCLUDING COMPONENTS OR ASSEMBLIES), YOU MUST RETURN THE ENTIRE HARDWARE/SOFTWARE PACKAGE AS DIRECTED BY DELL OR ITS RESELLER (IF APPLICABLE) FOR A FULL REFUND. IF YOU ARE ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF AN ENTITY, YOU ACKNOWLEDGE THAT YOU HAVE THE APPROPRIATE AUTHORITY TO ACCEPT THESE TERMS AND CONDITIONS ON BEHALF OF SUCH ENTITY.

1. License. Subject to the terms, conditions and restrictions of this EULA (as a condition to the grant below), Dell hereby grants you a limited, personal, nonexclusive, and except as otherwise set forth in Section 6 below, nontransferable, nonassignable license, without rights to sublicense, to install or have installed, display and use the Software (in object code form only) solely for internal purposes, only on as many computers, devices and/or in such configurations as expressly permitted by Dell (e.g., as set forth in the applicable Dell sales quote or invoice), or on one computer device if no other entitlement is specified, and for such period specified in a term license, or perpetually if no term is specified.

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4. Restrictions. Except as otherwise provided herein or expressly agreed by Dell, you may not, and will not allow a third party to: (A) sell, lease, license, sublicense, assign, distribute or otherwise transfer or encumber by any means (including by lien, hypothecation or otherwise) in whole or in part the Software; (B) provide, make available to, or permit use of the Software in whole or in part by, any third party, including contractors, without Dell's prior written consent, unless such use by the third party is solely on your behalf, is strictly in compliance with the terms and conditions of this EULA, and you are liable for any breach of this EULA by such third party (a "Permitted Third Party"); (C) copy, reproduce, republish, upload, post or transmit the Software in any way; (D) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code (or underlying ideas, algorithms, structure or organization) from the Software program, in whole or in part; (E) modify or create derivative works based upon the Software; (F) use the Software on a service bureau, rental or managed services basis or permit other individuals or entities to create Internet "links" to the Software or "frame" or "mirror" the Software on any other server or wireless or Internet-based device; (G) use the Software to create a competitive offering; or (H) share or publish the results of any benchmarking of the Software without Dell's prior written consent. You may not, and will not allow a Permitted Third Party to, use the Software in excess of the number of licenses purchased from or expressly authorized by Dell.

5. Compliance. Upon request by Dell, you will certify in writing that all use of Software is in compliance with the terms of this EULA, indicating the number of Software licenses deployed at that time. As long as You own the hardware system which the Software is loaded, You grant Dell, or an agent selected by Dell, the right to perform, during normal business hours, a reasonable audit of your compliance with this EULA. You agree to cooperate and provide Dell with all records reasonably related to your compliance with this EULA.

6. Transferability. You have the limited right to transfer Software on a permanent basis as part of the

sale or transfer of the hardware system on which the Software is loaded, provided that: (i) you retain no copies of any version of the Software, (ii) the transfer includes the most recent update and all prior versions of the Software.

7. Support and Subscription Services Not Included. Dell does not provide any maintenance or support services under this EULA. Maintenance and support services, if any, are provided under a separate agreement, which may be located at www.dell.com/servicecontracts/global.

8. Termination. Dell may terminate this EULA immediately and without prior notice if you fail to comply with any term or condition of this EULA or if Dell does not receive timely payment for the licenses to the Software or for the hardware to which Software is loaded, if any. In addition, Dell may terminate any license to Software distributed for free, at any time in its sole discretion. This EULA will terminate automatically if you fail to comply with any of its terms or if the license term ends. You may terminate this EULA at any time on written notice to Dell. In the event of termination of this EULA, all licenses granted hereunder shall automatically terminate and you must immediately cease use of the Software and return or destroy all copies of the Software. The parties recognize and agree that their obligations under Sections 2, 3, 4, 5, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, and 22 of this EULA, as well as obligations for payment, shall survive the cancellation, termination and/or expiration of this EULA, and/or the licenses granted hereunder. Dell will not have any obligation upon the termination of this EULA to refund any portion of any license fee.

9. Export, Import and Government Restrictions. The Software is subject to U.S. export laws as well as the laws of the country where it is delivered or used. You agree to abide by these laws. Under these laws, the Software may not be sold, leased or transferred to embargoed countries (currently Cuba, Iran, North Korea, Sudan and Syria), other restricted countries, restricted end-users, or for restricted end-uses. You specifically agree that the Software will not be used for activities related to weapons of mass destruction, including but not limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. You understand that certain functionality of the Software, such as encryption or authentication, may be subject to import or export restrictions in the event that you transfer the Software from the country of delivery and you are responsible for complying with applicable restrictions.

The Software and documentation are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software and documentation with only those rights set forth herein. Contractor/manufacturer is Dell Products L.P., One Dell Way, Round Rock, Texas, 78682.

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11. Limitation of Liability. DELL WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST VALUE OR LOST SALES (WHETHER SUCH PROFITS, SAVINGS, VALUE OR SALES ARE DIRECT, INDIRECT, CONSEQUENTIAL OR OF ANY OTHER NATURE), LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK(S), OR THE RECOVERY OF SUCH DATA, SYSTEMS(S) OR NETWORK(S), LOSS OF BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION OR DOWNTIME, LOSS OF GOODWILL OR REPUTATION, SOFTWARE NOT BEING AVAILABLE FOR USE OR THE PROCUREMENT OF SUBSTITUTE SOFTWARE OR GOODS, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS EULA UNDER ANY THEORY OF LIABILITY EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

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Insofar as applicable law prohibits any limitation on liability herein, the parties agree that such limitation will be automatically modified, but only to the extent required to make the limitation compliant with applicable law.

12. Development Tools. If the Software includes development tools, such as scripting tools, APIs (application programming interface s), or sample scripts (collectively "Development Tools") and unless there is a separate agreement between you and Dell for the Development Tools, you may use such Development Tools to create new scripts and code for the purpose of customizing your use of the Software (within the parameters set forth in this EULA and within the parameters set forth in the Development Tools themselves) and for no other purpose. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, THE DEVELOPMENT TOOLS ARE PROVIDED "AS IS" WITHOUT INDEMNITY OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DELL BEARS NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM USE (OR ATTEMPTED USE) OF THE DEVELOPMENT TOOLS AND HAS NO DUTY TO PROVIDE SUPPORT TO YOU.

13. Evaluation Licenses. This EULA does not license use of Software for evaluation purposes ("Evaluation Software"). Your use of Evaluation Software is subject to the separate license terms and conditions accompanying that Evaluation Software.

14. Hosted and Internet-Accessible Software. Some or all of the Software may be remotely hosted or accessible to you through the Internet ("Hosted Software"). In such case, Dell may suspend, terminate,

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15. Open Source and Third Party Software. The Software may come bundled or otherwise be distributed with open source or other third party software, which is subject to the terms and conditions of the specific license under which it is distributed. OPEN SOURCE SOFTWARE IS PROVIDED BY DELL "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, AS IT RELATES TO ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH OPEN SOURCE SOFTWARE, DELL SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under certain open source software licenses, you are entitled to obtain the corresponding source files. You may find corresponding source files for the Software at http://opensource.dell.com or other locations that may be specified to You by Dell.

16. High-Risk Disclaimer and Excluded Data. The Software is not designed or intended for high-risk applications, for use as online control systems or use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support, weapons systems or in any other device or system in which function or malfunction of the software could result in death, personal injury or physical or environmental damage. You acknowledge that Software provided under this EULA is not designed with security and access management for the processing and/or storage of the following categories of data and software: (A) classified data and software; (B) data and software controlled under the International Traffic in Arms Regulations ("ITAR"); and (C) except for personally identifiable information as identified in Master Price Agreement MHEC-07012015, personally identifiable information that is subject to heightened security requirements as a result of your internal policies or practices or by law (collectively referred to as "Excluded Data"). You hereby agree that you are solely responsible for reviewing data that the Software will provide to Dell (or to which Dell will have access) to ensure that it does not contain Excluded Data.

17. Right to Preliminary and Injunctive Relief. You agree that money damages would be an inadequate remedy for Dell in the event of a breach or threatened breach by you of the provisions set forth in this EULA; therefore, you agree that in the event of a breach or threatened breach of any such provisions, Dell may, in addition to any other remedies to which it is entitled, be entitled to such preliminary or injunctive relief (including an order prohibiting you from taking actions in breach of such provisions), without the need for posting bond, and specific performance as may be appropriate to preserve all of

Dell's rights. All rights and remedies afforded Dell by law shall be cumulative and not exclusive.

18. Choice of Law. The parties agree that the provisions of the Uniform Computer Information Transactions Act ("UCITA"), as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to this EULA, and the parties waive any and all rights they may have under any laws(s) adopting UCITA in any form.

19. No Waiver. No waiver of breach or failure to exercise any option, right, or privilege under the terms of this EULA on any occasion by either party shall be construed to be a waiver of a subsequent breach or right to exercise any option, right, or privilege.

20. No Assignment. Except as provided in Section 6, Procuring Eligible Organization may not assign or transfer its interests, rights or obligations under this EULA, in whole or in part, whether voluntarily, by contract, or by merger (whether that party is the surviving or disappearing entity), stock or asset sale, consolidation, dissolution, through government action or order, or otherwise. Any attempt to assign this EULA without prior written consent from an authorized executive officer of Dell shall be null and void.

21. Entire Agreement. Unless you have entered into another written agreement with respect to the Software which has been signed by you and an authorized representative of Dell, including but not limited to the Master Price Agreement MHEC-07012015 or an order under Master Price Agreement MHEC-07012015, and which conflicts with the terms of this EULA, you agree that this EULA supersedes all prior written or oral agreements, warranties or representations with respect to use of the Software. If any term (or part thereof) of this EULA is found to be invalid or unenforceable, the remaining provisions (including other valid parts within the effected term) will remain effective. You acknowledge that you have read this Agreement, that you understand it, that you agree to be bound by its terms, and that this is the complete and exclusive statement of the Agreement between you and Dell regarding the Software.

(S Version - Rev. 01142014)

Exhibit C – Dell Return Policy

U.S. Return Policy

Direct (applies only to purchases directly from Dell — by internet, phone or Dell Direct Store)

Dell values its relationship with you, and offers you the option to return most products you purchase directly from Dell. You may return eligible products for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees, as set forth in detail below.

Extended Holiday Returns: Extended returns on purchases made 11/9/14 to 12/25/14, return deadline is 1/15/15 or 30-days from invoice date, whichever is later. Exceptions to Dell's standard return policy still apply, and certain products are not eligible for return at any time. Television returns are subject to restocking fees.

21-Day Return Period for Certain Products and Accessories: Unless you have a separate agreement with Dell, or except as provided below, all hardware, accessories, peripherals, parts may be returned within 21 days from the date on the packing slip or invoice for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees (as further described below). Any product returned to Dell **without prior authorization** from Dell will be considered an **unauthorized** return, and the customer will not receive credit for the product and Dell will not ship the product back to you.

Exceptions to Dell's 21-Day Return Period:

- **Software may not be returned at any time,** unless the software being returned is:
    1. Application software or operating systems installed by Dell on a returnable system which is being returned within the applicable return period; or
    2. Media-based software that is unopened and still in its sealed package or, if delivered electronically, software that you have not accepted by clicking "I agree to these Terms and Conditions."
- Except as otherwise set forth herein, new **PowerEdge™, PowerConnect™** and **PowerVault™** products purchased directly from Dell may be returned within 30 days from the date on the packing slip or invoice.
- Unless you have a separate agreement with Dell, or except as provided below, all returnable products purchased directly from Dell by large enterprise or public customers may be returned within 30 days from the date on the packing slip or invoice.
- **Dell EqualLogic™** and **EqualLogic**-branded products, **Dell|EMC** and **EMC**-branded products, **Dell Compellent™** and **Compellent**-branded products, **Dell KACE™** and **KACE**-branded products, **Dell Force10™** and **Force10**-branded products, **PowerVault ML6000** tape libraries, **PowerVault DL and DR** products, **Dell SonicWALL™** and **SonicWALL**-branded products, **Dell Wyse™** and **Wyse**-branded products, **Dell Quest™, Quest™, ScriptLogic™ and VKernel™** branded products, **Dell Software** branded products, **Dell AppAssure™** and **AppAssure™** branded products, **Dell StatSoft** and **StatSoft**-branded products, non-Dell-branded enterprise products, enterprise software, and customized products **may not be returned at any time.**
- Licenses purchased under any type of volume license agreement may be returned only with the express approval of the publisher, which in many circumstances will not be granted.

- Non-Dell branded **mobile phone** offers fulfilled by third-party partners are subject to partner return policies, which may have shorter return periods.

Restocking Fees: Unless the product is defective or the return is a direct result of a Dell error, Dell may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

Promotional Items: If you return a purchased item that qualified you for a discount, promotional item or promotional card (for example, buy a service, get a computer half off; buy a computer, get a free printer; buy a TV, get a promotional gift card) and either (i) do not also return the discounted or promotional item or (ii) have already redeemed the promotional card, Dell may deduct the value of the discount, promotional item or redeemed card from any refund you receive for the return of the purchased item.

How to Return a Product: Before returning a product, you MUST first contact Dell customer service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period. Dell will not accept returns without a CRA number. To find the appropriate phone number or to send an email to customer service to request a CRA number, go to www.dell.com/contact or see the "Contacting Dell" or "Getting Help" section of your customer documentation. To initiate a return online, please click here. NOTE: You must ship the product to Dell within 5 days of the date that Dell issues the Credit Return Authorization number and MUST follow these steps:

- Ship back **all** products you are seeking to return to Dell and for which you received a CRA number. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.
- Return the products in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in your original shipment.
- Ship the products at your expense, and insure the shipment or accept the risk of loss or damage during shipment.

Upon receipt of your return, Dell will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees subject to this policy.

Note: Before you return the product to Dell, make sure to back up any data on the hard drive(s) and on any other storage device in the product. Remove any and all confidential, proprietary and personal information as well as removable media such as flash drives, CDs and PC Cards. Dell is not responsible for any confidential, proprietary or personal information; lost or corrupted data; or damaged or lost removable media that may be included with your return.

Rev. 09182014

CITY OF RAYTOWN
Request for Board Action

Date: February 11, 2016 **Resolution No.: R-2843-16**
To: Mayor and Board of Aldermen
From: Captain Randy Hudspeth

Department Head Approval: _____

Finance Director Approval: _____(only if funding requested)

City Administrator Approval: _____

Action Requested: Approve the purchase of the equipment within the currently budgeted amount of $20,000.00

Recommendation: Recommend approval as submitted.

Analysis: The Police Department has the responsibility of investigating major crimes that occur within the City. These investigations typically involve the interview of witnesses, victims and suspects. Law enforcement best practices dictate the video and audio recording of these interviews to facilitate court testimony. This practice is also strongly recommended by the Department of Justice.

The Police Department's current interview recording system is antiquated. It consists of a low resolution camera and recording system, which is inadequate by current standards. After extensive product analysis, the Department wishes to replace the old interview system with a modern high quality system (product specs attached). This system is installed by the vendor and comprises a complete video, audio recording product in use by many law enforcement agencies nationwide.

This expenditure was reviewed by the Special Sales Tax Oversight Committee and was found to be consistent with the voters' intent.

Alternatives: Not purchase the equipment and continue to utilize the obsolete system.

Budgetary Impact:

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

Amount requested:	$19,297.44
Fund:	Capital Sales Tax
Department:	Police

Additional Reports Attached: Product sole source letter, product information sheet, Vendor Quote

RESOLUTION NO.: R-2843-16

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF EQUIPMENT FROM SIGNALSCAPE, INC. IN AN AMOUNT NOT TO EXCEED $19,297.44 FOR FISCAL YEAR 2015-2016

WHEREAS, the Raytown Police Department has a need to purchase a up-to-date interview recording equipment to assist in the interviews of witnesses, victims and suspects; and

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

WHEREAS, the City of Raytown in the adoption of its purchasing policy has further approved the practice of purchasing goods and services from sole source vendors without competitive bid; and

WHEREAS, the cost of the utilization of Signalscape, Inc. is anticipated to exceed $15,000.00 in fiscal year 2015-2016; therefore, Board of Aldermen approval is required; and

WHEREAS, funds for such purpose are budgeted from the Capital Improvement Sales Tax and such expenditure has been reviewed and on January 19, 2016 was recommended by the Special Sales Tax Review Committee as being consistent with voter intent; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City to authorize and approve the purchase of equipment from Signalscape, Inc., Inc. for an interview recording equipment for fiscal year 2015-2016 in an amount not to exceed $19,297.44;

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

THAT the purchase of interview recording equipment from Signalscape, Inc. in an amount not to exceed $19,297.44 for fiscal year 2015-2016 is hereby authorized and approved;

FURTHER THAT the City Administrator and/or his designee, are 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 16th day of February, 2016.

_____
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

_____
Teresa M. Henry, City Clerk

_____
Joe Willerth, City Attorney

Signalscape, Inc.
200 Regency Forest Drive
Suite 310
Cary, NC 27518
919-859-4565

QUOTE

Date: 11/25/2015

Quote to: Randy Hudspeth, Raytown PD, hudspethr@raytownpolice.org

Sales rep: *Cox, Steve | steve.cox@signalscape.com*

Name	Price	Qty	Subtotal

Signalscape, Inc.
200 Regency Forest Drive
Suite 310
Cary, NC 27518
919-859-4565

INR-V2.GSA - StarWitness Interviewer PC-based recording system: Slim desktop case. Intel Motherboard. Windows 7 Professional 64-bit DSP. Video Storage Hard Drive Array: RAID 1 (mirrored) fault-tolerant array of 2 2TB SATA3 7200 drives; hot swappable; seen by system as a single 2 TB drive. Optical: DVD-RW Dual Layer SATA Drive. USB Compact Keyboard and USB Mouse. Audio capture: Balanced and unbalanced. Primary video capture: Composite NTSC. Picture-in-Picture video capture: Composite NTSC. Video output: 1 DVI; 1 VGA and 1 HDMI. Audio output: Integrated High-Definition Audio. Speakers: Stereo Sound Bar Headphones: Full-ear. Display: 22" flat panel display. Recording specs: Recording capacity: Over 1000 hrs. Video/audio quality: Full-frame-rate video recording synchronized with high-quality audio recording. DVD video format: MPEG-2 1.2 Mbps (3h per DVD) to 3.3 Mbps (2h video per DVD). DVD audio format: LPCM 16-bit 48KhZ. Supported video standards: NTSC. One-touch recording and monitoring hardware: Remote recording USB control box. Remote recording activation: Pushbutton with integrated recording indicator light mounted on stainless wall plate. Remote recording status indicator: Red LED indicator light mounted on stainless wall plate. StarWitness Interviewer software features: Bookmarking: Create annotated shortcuts to specific parts of an interview for later reference. Timeshifting: Pause and seek in an active recording just like with a TV DVR. Background recording: Play back or burn previous recordings while another interview is recording. One-touch recording: Start a recording with a click of a button either in the application or using the wall-mount pushbutton.	$6,609.20	2	$13,218.40

Signalscape, Inc.
200 Regency Forest Drive
Suite 310
Cary, NC 27518
919-859-4565

INR-CAM-DOM-WA.GSA - StarWitness Interviewer Dome Wide-angle Camera Kit Wide angle dome camera and all custom connection and configuration components ideal for ceiling or wall placement in interview recording environments.	$387.91	2	$775.82
INR-CAM-COV-TH.GSA - StarWitness Interviewer Covert Thermostat Camera Kit Covert thermostat camera and all custom connection and configuration components ideal for wall placement in interview recording environments.	$387.91	2	$775.82
INR-MICS-WALL.GSA - StarWitness Interviewer In-Wall Microphone Package Two in-wall microphones and all custom connection and configuration components ideal for interview recording.	$483.63	2	$967.26
INR-UPS.GSA - StarWitness Interviewer UPS Universal power supply to provide power during power outage for StarWitness Interviewer.	$176.32	2	$352.64
INR-INST.GSA - StarWitness Interviewer Installation Installation for StarWitness Interviewer.	$1,100.00	2	$2,200.00
MAINT-INCL - First year of support and maintenance included with purchase First year of support and maintenance included with purchase	$0.00	2	$0.00

Subtotal	**$18,289.94**
Tax 1 (0.00%)	**$0.00**
Total	**$18,289.94**

Signalscape, Inc.
200 Regency Forest Drive
Suite 310
Cary, NC 27518
919-859-4565

QUOTE

Date: 11/25/2015

Quote to: Randy Hudspeth, Raytown PD, hudspethr@raytownpolice.org

Sales rep: *Cox, Steve | steve.cox@signalscape.com*

Name	Price	Qty	Subtotal
MINR.GSA - Support and Maintenance (1 yr) for Interviewer Software support and maintenance for Interviewer software for one year	$503.75	2	$1,007.50

Subtotal	**$1,007.50**
Tax 1 (0.00%)	**$0.00**
Total	**$1,007.50**

Shedding some light on interview room problems.

STARWITNESS™

INTERVIEWER

"I would highly recommend this product to any law enforcement agency. Not only for the ease of the system but for the excellent customer service that we've received throughout the years."

KARI ELLIS
FORENSIC VIDEO SPECIALIST

- TURN-KEY SOLUTION
- RECORDS UP TO 1,000 HRS.
- IN-ROOM LIGHT INDICATES RECORDING STATUS
- VIEW IN WEB BROWSER
- BURN INTEROPERABLE DVDS
- SIMPLE ONE-TOUCH RECORDING
- DVD OUTPUT IS PLAYABLE ON COMPUTERS AND DVD PLAYERS
- RAID 1 TECHNOLOGY FOR CONTINUOUS BACKUP

StarWitness Interviewer software features:

- **Bookmarking** - Create annotated shortcuts to specific parts of an interview for later reference
- **Timeshifting** - Pause and seek in an active recording just like with a TV DVR
- **Background recording** - Play back or burn previous recordings while recording an interview
- **One-touch recording** - Start a recording with a click of a button, in the application or using the wall-mount pushbutton
- **Interview management** - An archive of all interviews is held on the system with case information, bookmarks and notes

StarWitness Interviewer Recording and One-touch Hardware Specifications

Recording specifications:

Recording capacity: Over 1,000 hrs.
Video/audio quality: Full-frame-rate video recording synchronized with high-quality audio recording
DVD video format: MPEG-2 1.2 Mbps (3h per DVD) to 3.3 Mbps (2h video per DVD)
DVD audio format: LPCM 16-bit 48KhZ
Export video and audio of interviews to DVR-MS format
Export interview audio to WAV and WMA file formats
Supported video standards: NTSC

One-touch recording and monitoring hardware:

Remote recording USB control box
Remote recording activation: Pushbutton with integrated recording indicator light mounted on stainless wall plate
Remote recording status indicator: Red LED indicator light mounted on stainless wall plate
Cables and connectors

Network viewing:

Remote monitoring of live interviews via web browser from any PC on your local network

StarWitness Interviewer Recorder System, Camera and Microphone Specifications

Turnkey PC recording system:

Case: Silverstone Grandia GD06B
Motherboard: Intel
Operating System: Windows 7 Professional 64-bit DSP
Video Storage Hard Drive Array: RAID 1 (mirrored) fault-tollerant array of 2 2TB 3.5 SATA 6G 7200 drives, hot swappable, seen by system as a single 2 TB drive
Optical: DVD-RW Dual Layer SATA Drive
USB Keyboard
USB Optical Mouse
Audio capture: Balanced and unbalanced
Primary video capture: Composite NTSC
Picture-in-Picture video capture: Composite NTSC
Video output: 1 DVI, 1 VGA and 1 HDMI
Audio output: Integrated High-Definition Audio
Speakers: Quality stereo monitors
Headphones: Full-ear
Display: 24" flat panel display (other options available)

Cameras and microphones:

Primary (close-up, interviewee) camera and picture-in-picture (wide-angle, ceiling) camera: Dome cameras with varifocal lens for adjustment of zoom and three-axes adjustment for setting custom position of the camera angle.
Microphones: 2x Crown PZM-10LL (wall-mount, resembling light switch; low impedance balanced output for long cable runs without hum pickup or high-frequency loss)

STARWITNESS INTERVIEWER
IF IT'S SAID, IT'S SAVED.

Learn more, or to have a demo, visit us at
www.starwitnessinterviewer.com

200 Regency Forest Drive
Suite 150
Raleigh, NC 27511
Tel: 919-859-4565
Fax 919-859-1098
www.signalscape.com

August 24, 2015

RE: Sole source documentation for StarWitness Interviewer

Dear Captain Hudspeth,

Please let this letter serve as documentation that Signalscape, Inc. of 200 Regency Forest Drive, Suite 150, Cary, NC 27518 is the sole manufacturer of the StarWitness Interviewer, a turn-key interview room recording solution. StarWitness products can only be obtained through our Signalscape Regional Sales Managers. This solution includes proprietary Signalscape technology.

Three main system aspects give the StarWitness Interviewer unique capabilities: simultaneous tasking, on-demand review and reliable direct export of interoperable format.

Signalscape has developed a proprietary multimedia architecture for the StarWitness Interviewer. This architecture provides the ability to simultaneously perform main functions of the system, including: record, playback and file export. For example the system can simultaneously record an interview, play back a previously recorded video and author a DVD of a recording.

The Interviewer's simultaneous tasking architecture extends to a recording in progress providing on-demand review. The Interviewer system can playback any portion of a video as it is being recorded. The system simultaneously records an interview while allowing the user to select any portion of the interview to be played back on demand.

The StarWitness Interviewer records video and audio directly to an interoperable format. This format can be easily packaged in an interoperable, easy-to-play multimedia package. The Interviewer exports both interoperable Windows files and DVD's that play directly on any commercial DVD player. Exporting to either format is time efficient because the Interivewer system records directly to an interoperable format. There is no need to wait for a file format conversion. In addition there is no need to use a proprietary player to playback the video file. The format is natively interoperable.

The combination of simultaneous tasking, on-demand review and reliable direct export of interoperable format make the StarWitness Interviewer unique.

Sincerely,

Sam Burgiss
StarWitness Product Manager

CITY OF RAYTOWN
Request for Board Action

Date: February 11, 2016 **Resolution No.: R-2844-16**
To: Mayor and Board of Aldermen
From: Kati Horner Gonzalez, Assistant Director of Public Works

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____

Action Requested: Approval of Development Agreement between QuikTrip Corporation and the City of Raytown for completion of improvements within City easement downstream of 9323 East 350 Highway, as required as a condition for approval of a construction permit for new building construction to be performed by QuikTrip.

Recommendation: Staff recommends approval of the resolution.

Analysis: QuikTrip Corporation is seeking approval of a construction permit application that proposes to build a new Generation 3 QuikTrip store and associated site improvements in place of the current facilities. The subject property is located at 9323 East 350 Highway. The applicant is proposing to construct various improvements including stormwater, pedestrian, roadway, and traffic safety improvements at Maple Avenue & 350 Highway. These improvements include curb and gutter; a pedestrian trail along 350 Highway; relocation of the business driveway on Maple Avenue; and added stormwater detention to the development site.

Currently, there are no stormwater detention facilities on this site; with the proposed improvements, stormwater detention requirements in the 350 Highway corridor require the construction of underground detention basins on this property. Due to the nature of the use of the property, the placement of underground detention in some areas would disturb potentially contaminated soil, resulting in significant earthwork removal and disposal. Federal, state, and local requirements do not mandate the removal and disposal of the soil if it is not disturbed.

Due to the significant costs that would be incurred by this earthwork the viability of this project was put into question by the developer. QuikTrip approached the City in regards to a potential partnership to deposit funds in the amount of $50,000.00 into an escrow account to be used on stormwater improvements within the same watershed. Staff evaluated the needs of the watershed and areas in need of substantial improvements were identified directly downstream of the QuikTrip development. Further evaluation found that a combination of the installation of onsite stormwater detention in conjunction with the identified stormwater improvements downstream would result in a greater benefit to the watershed as a whole as compared to the benefits of onsite detention only.

The Development Agreement requires QuikTrip Corporation to place the funds into an escrow account for the City to use to construct the downstream stormwater improvements. The City will have five years to construct the improvements using the funds deposited into the escrow account.

Alternatives: Deny the requested resolution and require QuikTrip Corporation to install additional onsite stormwater detention. This may result in the decision to cancel the project as a whole.

Budgetary Impact:
☒ Not Applicable

Additional Reports Attached:
- Development Agreement between QuikTrip Corporation and the City of Raytown

RESOLUTION NO.: R- 2844-16

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH QUIKTRIP CORPORATION RELATING TO STORMWATER IMPROVEMENTS

WHEREAS, Developer is seeking approval for a construction permit application that proposes to build a new Generation 3 QuikTrip store and associated site improvements; and

WHEREAS, the Developer, herein defined, is proposing to construct various improvement including stormwater, pedestrian, roadway, and traffic safety improvements; and

WHEREAS, the City desires that the Developer contribute to the completion of certain downstream stormwater improvements as described in Exhibit "A" attached hereto.

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

THAT a development agreement by and between the City of Raytown and Quiktrip Corporation, in substantially the same form as attached hereto in Exhibit "A" and incorporated herein, is hereby approved; and

FURTHER THAT the City Administrator 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 16th day of February, 2016.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Joe Willerth, City Attorney

EXHIBIT A

(Development Agreement)

Development Agreement

For
Stormwater Improvements

Between the

QuikTrip Corporation, Developer

and

City of Raytown, City
10000 E. 59th Street
Raytown, MO 64133

February 16, 2016

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS _____ day of_____, 2016, by and between, QuikTrip Corporation hereinafter referred to as "Developer" and the City of Raytown, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Developer seeks to obtain approval for a construction permit from the City for the construction of a convenience store on property located at 9323 East Highway 350 in the City of Raytown, Jackson County, Missouri, and;

WHEREAS, the Developer has submitted civil engineering plans for various improvements on the property that include storm water facilities to accommodate and alleviate increased storm water from the property resulting from the new convenience store that are to be constructed; and

WHEREAS, to further minimize possible negative impacts of increased storm water runoff from the property downstream, the Developer agrees to provide a payment to the City for construction of further storm water improvements by the City within the same watershed as the Developer's property; and;

NOW, THEREFORE, in consideration of the promises and covenants herein set forth, and receipt by the City of Fifty Thousand and no/100 dollars ($50,000) payment from Developer as stated herein, the parties agree as follows:

GEOGRAPHIC LOCATION:

1. The terms of this agreement apply to stormwater improvements within the same watershed located downstream of the property located at 9323 East 350 Highway, and are hereinafter referred to as "Improvements".

REQUIRED IMPROVEMENTS:

1. In accordance with the policies and ordinances of the City, the improvements described herein shall be designed and constructed on the terms and conditions hereinafter contained. Improvements shall be constructed by the City in accordance with the City of Raytown Construction and Design Manual.

2. The Improvements to be constructed by the City within stormwater easement downstream of the Developer's property and are to be constructed at the City's expense and reimbursed by the funds on deposit with the City.

3. After execution of this contract, the Developer pledges to deposit funds with the City in the form of cash escrow in the amount of Fifty Thousand and no/100 dollars ($50,000) in accordance with the City's investment policy for the survey and construction of stormwater improvements downstream of the Developer's property. Said funds shall be placed in escrow for a period of up to

five (5) years, and shall constitute the Developer's sole responsibility for these future possible Improvements which shall be applied to the costs of the City's construction.

4. The City shall provide and pay for all engineering and surveying necessary to design and construct all necessary downstream drainage structures related to this project within five (5) years. In the event said improvements are not completed within five (5) years, the City shall refund the cash escrow unless otherwise mutually agreed upon by both parties.

5. Upon completion of the project, the City shall provide an accounting of the project to the Developer. The Developer shall sign a release at such time the accounting is provided.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Developer must follow excepting the following:

   a. Developer's on-site detention requirements are reduced to four cubic feet per second.

   b. Developer shall install, at its own expense, onsite stormwater improvements as required to achieve the minimum four cubic feet per second runoff detention rate. Installation of said detention shall be per City Design and Construction Manual.

2. The parties agree that execution of this agreement in no way constitutes prior approval of any future proposal for development.

3. The covenants herein shall run with the land described in this agreement and shall be binding and insure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.

4. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.

5. Any provision of this agreement which is not enforceable according to law will be severed here, from and the remaining provisions shall be enforced to the fullest extent permitted by law.

6. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the Board of Aldermen of the City of Raytown, Missouri.

7. Whenever in this agreement it shall be required or permitted that Notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:	If to the Developer, at:
City Administrator 10000 E. 59th Street Raytown, MO 64133	Kelly P. Vaughan Director of Real Estate 3701 Arco Corporate Drive Charlotte, NC 28273

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

(SEAL)

THE CITY OF RAYTOWN, MISSOURI

_____
Mahesh Sharma, City Administrator

Attest:

_____
Teresa Henry, City Clerk

_____
Developer – Signature

_____
Printed Name

_____
Developer – Signature

_____
Printed Name

Subscribed and sworn to me on this
the _____ day of _____20__
in the County of _____,
State of _____.

Stamp:

Notary Public: _____ My Commission Expires: _____

ASSISTANT DIRECTOR OF PUBLIC WORKS
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133-3993
PHONE: 816-737-6065 - FAX: 816-737-6050
E-MAIL: KATIH@RAYTOWN.MO.US

DATE: February 9, 2016

TO: Mahesh Sharma, City Administrator

CC: Mayor
Board of Aldermen

FROM: Kati Horner Gonzalez, Assistant Director of Public Works

RE: Highway 350 Pedestrian Trail Project

Based on previous discussions with the Board of Aldermen, it is my understanding that the Highway 350 Pedestrian Trail project is not a priority for construction at this time.

Further, based upon the priority that has been placed with the 83rd Street Bridge Project and the required funds to build this project, the Board has indicated that it would prefer to see our allocated funds for the Highway 350 Pedestrian Trail be directed toward the design and construction of the 83rd Street Bridge Project. In the 2015-2016 Fiscal Year budget, Public Works has budgeted $252,000.00 toward the construction of the Highway 350 Pedestrian Trail Project.

If it is the desire of the Board to direct the funds currently budgeted for the Highway 350 Pedestrian Trail to the 83rd Street Bridge Project, the City must notify MoDOT that the grant funding in the amount of $433,000.00 awarded by the Mid-America Regional Council for the Highway 350 Pedestrian Trail project will need to be returned.

At this time, Staff is requesting direction on how to proceed.

Tentative Agenda
Park/Storm Water Tax
Council Chambers Conference Room
10000 E. 59th Street
November 19, 2015
7:00 p.m.

Regular Agenda

1. Introductions
2. Purpose of the Committee
3. Review of the Local/Parks Storm Water Control Ordinance
4. Schedule Follow-up Committee Meeting

Adjournment

Posted:
November 12, 2015
5:00 p.m.
Teresa Henry

KAPKE & WILLERTH L.L.C.

ATTORNEYS AT LAW

GEORGE E. KAPKE
JOE F. WILLERTH
JONATHAN S. ZERR*
G. EDWARD (TED) KAPKE, JR **
ERIN D. LAWRENCE**

*ALSO ADMITTED IN KANSAS & IOWA
**ALSO ADMITTED IN KANSAS

3304 NE Ralph Powell Road
Lee's Summit, Missouri 64064
(816) 461-3800
Fax (816) 254-8014
www.kapke-willerth.com

Email direct to

August 13, 2015

Sent via email to maheshs@raytown.mo.us

Mahesh Sharma
City of Raytown
10000 E. 59th
Raytown, MO 64133

Re: Park Storm Water Sales Tax

Dear Mahesh:

At your request, I have reviewed the Ordinances creating the Raytown Parks/Storm Water Control Tax, applicable Missouri statutes, including Section 644.032, and other materials to respond to your request for an opinion as to the use and distribution of the park storm sales tax revenue.

It would appear the original Ordinance No. 4899-03 created the sales tax and submitted the issue to the voters as a sales tax for the purpose of funding local parks in the amount of 1/8¢ for a seven (7) year term.

In 2010, Ordinance No. 5346-10 was passed (copy enclosed), which submitted the issue to the voters that the sales tax at the rate of one-eighth (1/8) of one percent would be for the purpose of funding local parks/storm water control within the City for a period of ten (10) years. This tax was passed pursuant to the authority of Section 644.032.1 of the Missouri Statutes (copy enclosed), which allows the municipality to submit the language with the purpose of the tax being for either storm water control or local parks, or both. In my opinion, form of the passage of the tax in 2010 permits the Board of Aldermen to use its discretion to use the sales tax revenue for either parks or storm water control at their discretion in the annual budget. Note all revenue from this tax are to be placed in a special trust fund and used only for storm water control or local parks, or both, pursuant to 644.032 RSMo.

My review of the staff reports, RBA and legislative history of Bill No. 6207-10 indicates the measure was sponsored by the Park Board and the Board of Aldermen and public were advised that it was intended the proceeds of the sales tax was intended to be used for Park Board purposes as outlined in Section 5 of the Ordinance. It is my understanding that the sales tax proceeds have been

used solely for Park Board purposes pursuant to annual budgets approved by the Board of Aldermen since the enactment of the original Ordinance in 2003 as renewed in Ordinance 5346-10 on May 4, 2010.

I would note in contrast, this Ordinance, with the Ordinance passed in the City of Raymore (Ordinance No. 97004, copy enclosed), which specifically provided that the monies received from the storm water control and local park sales tax would be distributed 40% for storm water control, 40% for parks, and the remaining 20% for either purpose subject to the annual budgeting process.

This opinion is qualified based on the enclosed materials and, if there is any other additional material which either the department or staff feel could reflect or change my opinion, I would be happy to review same, but currently it would be my opinion that the sales tax proceeds could be used for either storm water control or parks under the annual budgeting process of the Board of Aldermen. I am certain the Park Board felt the sales tax proceeds would solely be used for Park Board purposes based on the history of the legislation.

Very truly yours,

KAPKE & WILLERTH L.L.C.

Joe F. Willerth

Joe F. Willerth

JFW:dkg
Enclosures

cc: Kevin Boji (via email at kevinb@raytownparks.com)

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CITY OF RAYTOWN
Request for Board Action

Date: April 15, 2010

Substitute Bill No.: 6207-10
Section No.: III-A-9

To: Mayor and Board of Aldermen

From: Kevin Boji, Parks and Recreation Director

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____

Action Requested: Approval of substitute bill with wording in the heading changed to "local parks/storm water control" which would approve of the sales tax questions on the August 3, 2010 Primary Election ballot.

Recommendation: Approval of ordinance to renew one-eighth (1/8) of one percent sales tax for local parks/storm water control.

Analysis: The Raytown Park Board is requesting Board of Aldermen support of a Tuesday, August 3, 2010 Primary Election to renew the Parks/Storm Water Control one-eighth (1/8) of one percent sales tax. The sales tax was first approved by voters in November, 2003 and generates an estimated $280,000.00 annually. This is the second largest revenue source for the department. Renewal of the existing sales tax will provide funding to maintain critical right-of-way areas in traffic corridors, park operations and sustain funding for capital equipment and maintenance.

Alternatives: Elimination of a critical revenue source.

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: Park Board Sales Tax Ordinance

Sponsor(s): Raytown Park Board, Finance Committee and Alderman Joe Creamer, Park Board Liaison

AN ORDINANCE AUTHORIZING AND APPROVING SUBMISSION AT THE PRIMARY ELECTION TO BE HELD AUGUST 3, 2010 TO THE QUALIFIED VOTERS OF THE CITY OF RAYTOWN, MISSOURI, THE QUESTION OF WHETHER THE CITY SHALL IMPOSE A SALES TAX IN THE AMOUNT OF ONE-EIGHTH (1/8) OF ONE PERCENT FOR THE PURPOSE OF FUNDING LOCAL PARKS/STORM WATER CONTROL WITHIN THE CITY FOR A TERM OF TEN (10) YEARS AND IMPOSING SUCH TAX IF APPROVED BY A MAJORITY OF THE QUALIFIED VOTERS VOTING THEREON

WHEREAS, in accordance with the provision of Chapter 644 and Section 644-032 of the Revised Statutes of the State of Missouri ("RSMo"), the City of Raytown ("City") is authorized to submit to the qualified voters of the City the question of whether to impose by ordinance a sales tax for the purpose of funding local parks/storm water control, and

WHEREAS, the City desires to submit to the qualified voters of the City at the primary election to be held August 3, 2010, the question of whether to continue to impose an existing sales tax for the purpose of funding local parks/storm water control in the amount of one-eighth (1/8) of one percent, and

WHEREAS, the Raytown Park Board of the City unanimously support the continuation of an existing one-eighth (1/8) of one percent parks sales tax on the August 3, 2010 primary election ballot and is cognizant of its responsibility to the voters and the importance of accountability to the public in the expenditure of tax funds; and

WHEREAS, if a majority of the votes cast by qualified voters voting thereon are in favor of the proposal, the City desires to continue to impose an existing sales tax for the purpose of funding local parks/storm water control in the amount of one-eighth (1/8) of one percent; and

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

SECTION 1 - SUBMISSION TO THE VOTERS AUTHORIZED. That there shall be submitted to the voters of the City at the primary election to be held in the City on the 3rd day of August 2010, a proposal to authorize the City to continue to impose an existing sales tax for the purpose of funding local parks/storm water control within the City, pursuant to the provisions of Section 644-032 RSMo.

SECTION 2 – BALLOT FORM. That the ballot of submission for the local parks/storm water control sales tax shall be in substantially the following form.

Shall the city of Raytown, Missouri continue to impose an existing sales tax at a rate of one-eighth (1/8) of one percent for the purpose of funding local parks/storm water control within the city for a term of ten (10) years?

[ ] YES [ ] NO

If you are in favor of the question, place an "X" in the box opposite "YES"
If you are opposed to the question, place an "X" in the box opposite "NO"

SECTION 3 – IMPOSITION OF TAX, IF APPROVED BY VOTERS. That if a majority of the votes cast by qualified voters voting thereon are in favor of the proposal, then a city sales tax for the purpose of funding local parks/storm water control in the amount of one-eighth (1/8) of one percent shall be imposed, upon the receipts for the sale at retail of all tangible personal property or taxable services at retail within the City, if such property and services are subject to taxation by the State of Missouri under the provisions of Sections 144.010 to 144.525 RSMo, as amended from time to time, including all sales of metered water services, electricity, electrical current and natural, artificial or propane gas, wood, coal or home heating oil for domestic use only

SECTION 4 – SPECIAL FUND ESTABLISHED. That all moneys received by the City from a sales tax for the purpose of funding local parks/storm water control shall be deposited in a special fund to be known as the "City Local Parks Trust Fund" and all moneys in such local parks trust fund shall be appropriated and disbursed only for improving local parks/storm water control as enumerated in Sections 644.032 and 644.033 RSMo, as amended from time to time

SECTION 5 – ADMINISTRATION. That any sales tax imposed pursuant to this ordinance shall be computed, imposed, reported, administered, collected, enforced and shall operate in all respects in accordance with the provisions of the Revised Statutes of the State of Missouri and upon such forms and under such administrative rules and regulations as may be prescribed by the Director of Revenue, any provision of this ordinance not withstanding.

Further that through the annual process of budgeting, planning for improvement and maintenance, the Raytown Park Board recognizes that revenues from the local park/storm water control sales tax must be approved by resolution by the Board of Aldermen as part of the City's annual budget process and said resolution is anticipated to be adopted at the same time the new fiscal year budget is adopted and shall then authorize and approve the Park Board to expend all sales tax in accordance with the approved budget document and will maintain its accountability to the voters of Raytown. The Raytown Park Board will use any sales tax funds for:

- Community beautification, including the landscaping and maintenance of landscaping on certain public rights of way and city properties, to be included in the annual parks sales tax budget. The total for such expenditures shall not be expected to exceed 20% of the anticipated sales tax revenue
- Capital improvements, as identified in a capital improvement plan, annually authorized and approved by the Park Board.
- Park maintenance of existing facilities, including the funding of maintenance accounts, annually authorized and approved by the Park Board
- Matching grant funds to leverage local dollars with funds from other sources
- General operations, including the funding of personnel to perform maintenance, to be included in the annual parks sales tax budget.

Further that the term "Community beautification, including landscaping and maintenance" as herein described pertains to the care of trees, flowers, shrubs, and other plant materials used specifically for beautification but, intentionally excludes the care of grass in medians and right-of-ways, all traffic control curbs and signs, sidewalks, and all waterlines and utilities, located within the areas where community beautification is achieved is hereby authorized and approved.

SECTION 6 – NOTIFICATION OF DIRECTOR OF REVENUE. That within ten (10) days after approval by the voters of the City of any of the sales tax pursuant to this ordinance, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries of the City

SECTION 7 – EFFECTIVE DATE OF TAX. That any sales tax imposed pursuant to this ordinance shall be effective on the first day of the second calendar quarter after the director of revenue receives notice of the adoption of the sales tax

SECTION 8 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed

SECTION 9 – 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 10 – 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, and upon final vote taken the 4th day of May 2010, was approved by the Board of Aldermen of the City of Raytown Jackson County Missouri

David W Bower Mayor

ATTEST:

Teresa M Henry City Clerk

APPROVED AS TO FORM

George Kapke, Interim City Attorney

Bill 1051 **Ordinance 97004**

"AN ORDINANCE CALLING A SPECIAL ELECTION IN THE CITY OF RAYMORE, MISSOURI, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF SAID CITY THE FOLLOWING PROPOSITION, TO-WIT: SHALL THE CITY OF RAYMORE, MISSOURI, IMPOSE A SALES TAX OF ONE-HALF OF ONE PERCENT FOR THE PURPOSE OF PROVIDING FUNDING FOR STORM WATER CONTROL AND LOCAL PARKS WITH AN ESTABLISHED FORMULA SET FOR THE DISTRIBUTION OF THE MONEYS RECEIVED, TO BE USED ONLY FOR STORM WATER CONTROL AND LOCAL PARKS FOR THE CITY OF RAYMORE, MISSOURI."

WHEREAS, the Board of Aldermen of said City hereby finds that it is necessary to impose a sales tax of one-half of one percent for the purpose of funding storm water control and local parks; and

WHEREAS, the state statutes authorizing this tax restrict the funds derived to be used only for storm water control and local parks, and

WHEREAS, the Board of Aldermen of said City desires to submit to the qualified voters of said City the proposition hereinafter set forth.

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

Section 1. That it is hereby found and determined that it is advisable and in the interests of the City to impose a sales tax of one-half of one percent for the purpose of funding storm water control and local parks.

Section 2. That an election be, and the same is, hereby ordered to be held in the City of Raymore, Missouri, on Tuesday, April 1, 1997, for the purpose of submitting to the qualified voters of said City the following proposition, to-wit:

> Shall the City of Raymore, Missouri, impose a sales tax of one-half of one percent for the purpose of providing funding for storm water control and local parks with an established formula set for the distribution of the moneys received to be used only for storm water control and local parks in the City of Raymore, Missouri?

Section 3. That the moneys received from the Storm Water Control and Local Parks Sales Tax shall be distributed with Storm Water and Parks each shall receive forty-percent **(40%)** for their respective functions. The remaining twenty per cent (20%) shall be reserved for storm water control and park purposes. However, the annual distribution of this remaining twenty per cent shall be subject to the annual budgeting process. This remaining twenty per cent may only be used for storm water control and park purposes in conformance with state law.

BILL1051.DOC

Section 4. That the City Clerk is hereby authorized and directed to notify the Cass County Clerk of the adoption of this ordinance no later than 5:00 P.M. on January 21, 1997, and include in said notification all of the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

First Reading: January 13, 1997

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED UPON ITS SECOND READING THIS 13TH DAY OF JANUARY 1997 BY THE FOLLOWING VOTE:

Alderman Cox	Aye
Alderman Judy	Absent
Alderman Lauvstad	Aye
Alderman Molendorp	Aye
Alderman Orr	Aye
Alderman Stone	Aye

APPROVED:

Michele Donahoe

Michele Donahoe
Mayor

ATTEST:

Susan Gnefkow

Susan Gnefkow
City Clerk

BILL1051.DOC

Missouri Revised Statutes

Chapter 644
Water Pollution

←644.031

Section 644.032.1

644.033→

August 28, 2014

Sales tax for purpose of storm water control or local parks or both may be imposed by any county or municipality--tax, how calculated--voter approval--ballot form--effective when--failure of tax, resubmission, when--revenue may be used for parks located outside of county or municipality, when.

644.032. 1. The governing body of any municipality or county may impose, by ordinance or order, a sales tax in an amount not to exceed one-half of one percent on all retail sales made in such municipality or county which are subject to taxation under the provisions of sections 144.010 to 144.525. The tax authorized by this section and section 644.033 shall be in addition to any and all other sales taxes allowed by law, except that no ordinance or order imposing a sales tax under the provisions of this section and section 644.033 shall be effective unless the governing body of the municipality or county submits to the voters of the municipality or county, at a municipal, county or state general, primary or special election, a proposal to authorize the governing body of the municipality or county to impose a tax, provided, that the tax authorized by this section shall not be imposed on the sales of food, as defined in section 144.014, when imposed by any county with a charter form of government and with more than one million inhabitants.

2. The ballot of submission shall contain, but need not be limited to, the following language:

Shall the municipality (county) of ... . impose a sales tax of ..... (insert amount) for the purpose of providing funding for ..... (insert either storm water control, or local parks, or storm water control and local parks) for the municipality (county)?

[ ] YES [ ] NO

If a majority of the votes cast on the proposal by the qualified voters voting thereon are in favor of the proposal, then the ordinance or order and any amendments thereto shall be in effect on the first day of the second quarter after the director of revenue receives notice of adoption of the tax. If a majority of the votes cast by the qualified voters voting are opposed to the proposal, then the governing body of the municipality or county shall not impose the sales tax authorized in this section and section 644.033 until the governing body of the municipality or county resubmits another proposal to authorize the governing body of the municipality or county to impose the sales tax authorized by this section and section 644.033 and such proposal is approved by a majority of the qualified voters voting thereon; however, in no event shall a proposal pursuant to this section and section 644.033 be submitted to the voters sooner than twelve months from the date of the last proposal pursuant to this section and section 644.033.

3. All revenue received by a municipality or county from the tax authorized under the provisions of this section and section 644.033 shall be deposited in a special trust fund and shall be used to provide funding for storm water control or for local parks, or both, within such municipality or county, provided that such revenue may be used for local parks outside such municipality or county if the municipality or county is engaged in a cooperative agreement pursuant to section 70.220.

4. Any funds in such special trust fund which are not needed for current expenditures may be invested by the governing body in accordance with applicable laws relating to the investment of other municipal or county funds.

(L. 1995 H.B. 88 § 8 subsecs. 1 to 4, A.L. 1998 H.B. 1158, A.L. 2004 H.B. 795, et al merged with H.B. 833 merged with S.B. 1155)

1998

Top

Missouri General Assembly

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Raytown Parks and Recreation Department

Parks Sales Tax Renewal

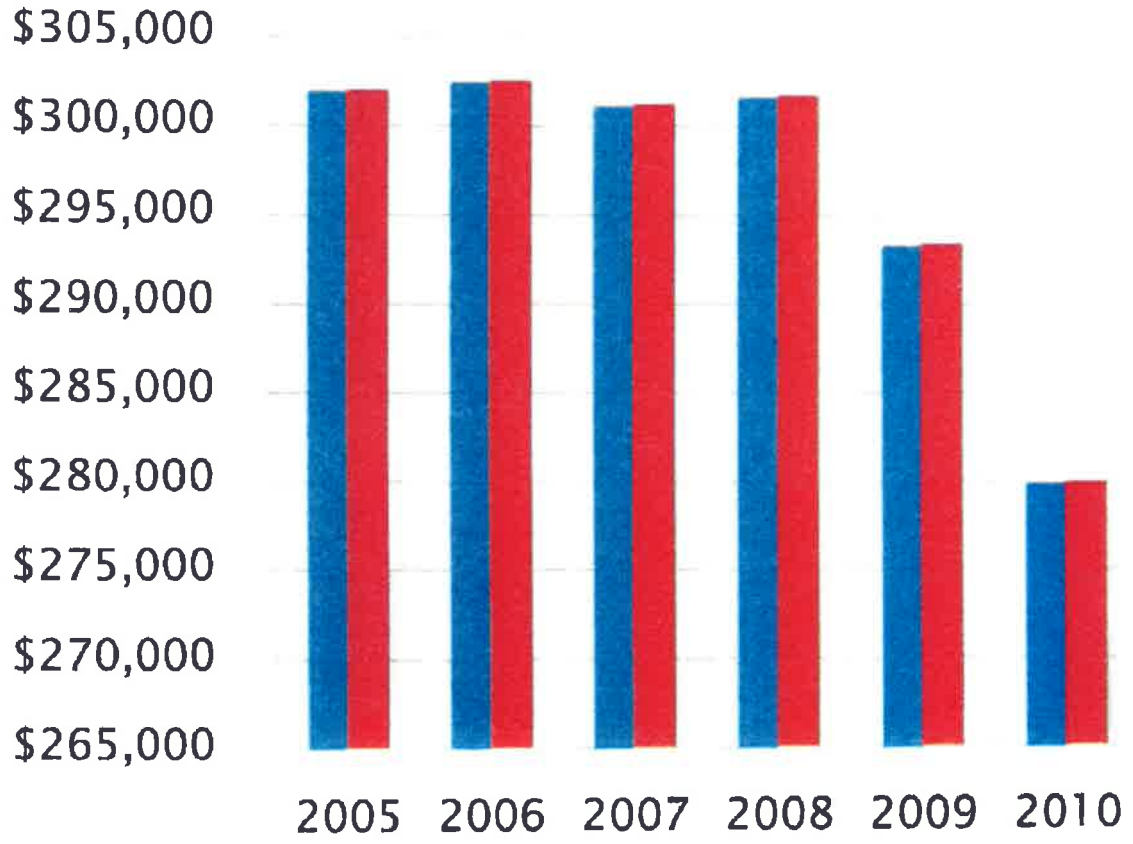
History

- 1964-Voter approval of a dedicated park levy-1/10 of a one cent
- 2003-Voters approve dedicated 1/8 cent storm water/park sales tax by 62% margin
- Tax has a seven year sunset-ends 3/31/11
- One of three primary revenue sources for the Parks and Recreation Department
- Estimated $280,000 revenue annually
- Raytown has received more than 14 grants totaling $1.55 million since 1972.

History

- Park Board consists of a 9 member Administrative Board appointed by the Mayor and approved by the Board of Alderman to 3 year staggered terms
- Park Board has completed voter-approved sales tax projects on time and under budget
- 2010 vote extends an existing tax
- The 1/8 cent sales tax generates 1 penny for every $8.00 spent on taxable goods in Raytown

Sales Tax History



Revenue

Expenditures

Source: FY 10-11 Annual Budget- Raytown Parks and Recreation Dept.

Sales Tax Facts

- Raytown, at 1/8 cent, has one of the lowest park sales taxes in the metro
- Sales tax equals 23% of total Parks and Recreation budget
- Parks and Recreation Dept. maintains 171 acres with 10 employees
- Super Splash employs 120 seasonal positions for youth
- Sales tax provides resources to implement the long term goals and objectives of the Park Board and sustain current operations
- Park Board has established and maintains a 12.5% fund reserve to provide a buffer from revenue shortfalls and program expenses

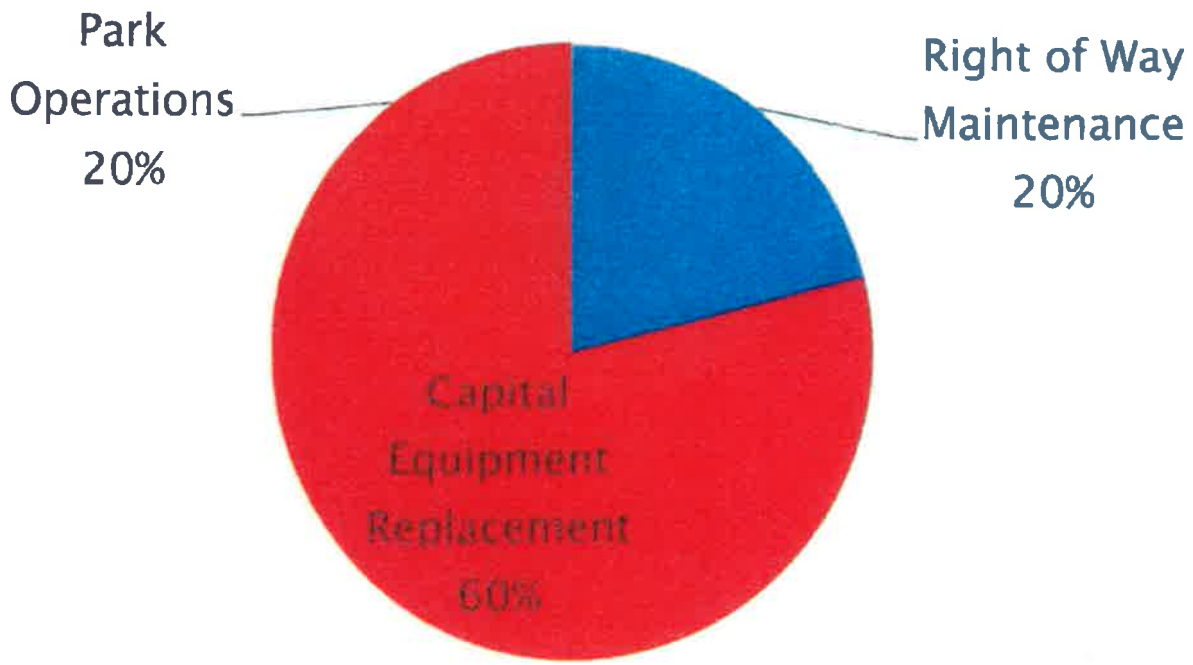
Sales Tax Revenue FY 10-11

Amount	Program
$59,000	Right-of -Way Beautification
$57,000	Park Maintenance Operations
$164,000	Capital Equipment Replacement
$280,000	TOTAL

- Sales tax funds a full-time Landscape Technician, equipment and supplies to maintain:
  - 3 City Gateways
  - Pocket Park at 63rd and Raytown Road
  - Selected traffic islands and Right-of-Way areas
  - City Hall flowerbeds and Eubank Fountain
  - Power of Trees-59th Street and Raytown Trfcwy.
  - Trees plantings-west side of Raytown Rd at 59th
  - Nine (9) Welcome to Raytown signs

How are Sales Tax Dollars Spent

Park Sales Tax Expenditures



Sources of Revenue As % of Operating Budget

	Total Revenue	% of Total Revenue
Property tax levy(.1832/$100)	$530,000	40%
Super Splash	$407,000	31%
Park Sales Tax: (1/8 of 1 cent)	$280,000	21%
Fees and Charges	$ 63,000	5%
Interest	$ 300	0%
Donations	$ 200	0%
BMX Track	$ 23,000	2%
Other Revenue	$ 10,000	1%
TOTAL	$1,313,500	100%

Leveraging Grants and Sales Tax

YEAR	PROJECT	GRANTS	SALES TAX	TOTAL COST
1998	Kenagy Tennis Courts	$75,000	$43,000	$118,000
1996-2004	Walking Trails-Colman, M-S, Kenagy, Kritser	$142,000	$169,000	$311,000
2002	Kritser Park	$304,000	$231,000	$535,000
2003	Rice-Tremonti Acquisition	$321,000	0	$321,000
1999	Raytown BMX	$40,000	$44,000	$84,000
2004	Kenagy West Improvements	$150,000	$276,000	$426,000
	TOTALS	$1,032,000	$763,000	$1,795,000

Parks Sales Tax Renewal

- Question: Shall the City of Raytown renew the current sales tax of 1/8 cent for the purpose of providing funding for local parks for the City? Yes ☐ No ☐
- Sales tax is a special trust fund established for funding local parks and recreation
- Sales tax revenue leverages grant dollars

Comparison to Neighboring Communities

City/ Population	Sales Tax	Park Levy	Community Center	Park Acres	Staff
Raytown 30,000	1/8 cent	.1832*	No	171	10
Grandview 26,000	½ cent	.1164*	Yes	210	10
Gladstone 26,365	1/4 cent	.15*	Yes	277	13
Liberty 27,000	¼ cent	No levy	Yes	450	37
Lee's Summit 48,800	3/8 cent	.1547*	Yes	685	22

* per $100 assessed value

Sales Tax Citizen Review Committee

- Accountability to citizens resonates with voters
- Oversight of sales tax provided by Park Board, Board of Alderman and Special Sales Tax Citizens Review Committee
- Committee ensures funds are allocated and expended according to the approved ballot language
- Department employs responsible business practices
- Park Board and staff provide committee updates with relevant sales tax information
- Sales tax is not used to retire debt service

Potential Unfunded Projects

- New park downtown or northeast part of Raytown
- Renovate tennis courts
- Lighted walking trails at Kenagy, Kritser, and Colman Parks
- Park maintenance facility and community gardens at 75th Street/ Elm

- Planned Gateway and Right-of-Way maintenance and beautification projects
- Establish an ordinance for developers to set aside suitable park land for future city developments

Desirable Development but No Definite Plans

- Cross-town bicycle and pedestrian trails
- Community or senior center
- Build new park shelters
- New playground equipment at Kenagy and Colman parks
- Replace Minor-Smith vehicle bridge
- New attractions at Super Splash USA
- Plant trees with state TRIM grants
- Assist with BMX and Rice-Tremonti Historic Home improvements
- Add a second skate park-north end of Raytown
- Construct amphitheatre

Parks and Recreation Challenges

- Secure land for new park facilities
- Conserve sufficient capital funds to maintain existing park facilities
- Public meeting facilities
- Senior activity site
- Address park security concerns
- Sustain federal/state grants to fund park renovations
- Expand horticulture program
- Sustain Super Splash customer base–allow facility to continue to be self-supporting (no tax dollars) with increased competition and an aging facility
- Secure voter approval of additional operating and/or capital expenditure funds

Going Forward

- Demand for park services increases each year
- Maintenance on critical infrastructure- bridges, playgrounds, shelters, trails has been deferred
- Revenue is shrinking
  - Sales tax revenue is flat or declining
  - Revenue has not kept pace with expenditures
  - Property taxes have not kept pace with inflation
- Except for 2009, Super Splash completely self-sufficient - no tax support
- Raytown Parks has no debt service

Overview

- Special Sales Tax Citizen Review Committee provides:
  - Voter accountability
  - Oversees revenue and expenditures
  - Establishes partnerships
  - Engagement of community members
  - Improved understanding by citizens
  - Buy-in and support for initiatives
  - Cultivation of new leadership
  - Enhanced community pride
- Renewal provides on-going implementation of Parks Strategic Plan
- Renewal keeps current tax in place beyond March 2011
- Election Date-Tuesday, August 3, 2010
- Questions

MINUTES OF STORM WATER/PARK BOARD TAX COMMITTEE
NOVEMBER 19, 2015

The Special Storm Water/Park Board Tax Committee (the "Committee") established by Mayor Michael D. McDonough held its initial public and organizational meeting on November 19, 2015 in the City Council Chambers at Raytown City Hall pursuant to notice of the Committee Meeting published and posted in accordance with the Missouri Sunshine Laws. The meeting began at 7:05 p.m.

All members of the Committee were in attendance, to wit: Chairman, Ralph A. Monaco, II (the "Chairman"); representatives of the Raytown Park Board (the "Park Board"): George Mitchell and Michael Hanna; representatives of the Raytown Board of Alderman: Karen Black and Eric Teeman; and at large community citizens: Steve Knabe and Angel Abercrombie, all of whom had been duly appointed by Mayor McDonough.

After the Chairmen called the meeting to order, Mayor McDonough greeted the Committee members and thanked them for their willingness to serve on the Committee.

The initial order of business was the request by the Chairman for each Committee member to introduce themselves to the other members and to the general public in attendance. The Chairman first identified himself as an attorney, life-long resident of Raytown, having graduated from Raytown High School in 1974, and having been a former Raytown School Board President and former Missouri State Representative, District #49, where he had served as Chairman of the House Judiciary Committee. The Chairman stated that he would only cast a Committee vote in the event of a tie, and for no other reason.

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Alderman Black stated that there are serious funding problems for the city's storm water budgetary needs. She thought it would be appropriate for the Committee to consider authorizing some of the Sales Tax revenues to be allocated for the city's storm water needs. Alderman Tieman agreed with Alderman Black's remarks, and he also acknowledged that any redacting of the Sale's Tax revenues to the city's storm water budge would impact the budget of the Park Board. Both Aldermen acknowledged that any recommendation made by the Committee to the Raytown Board of Alderman and Park Board, if any, would require approval by the Board of Alderman and would only impact Fiscal Year November 1, 2016 through October 31, 2017, and potentially fiscal years thereafter.

Ms. Abercombre voiced concerns as to what were the actual financial issues pertaining to the city's storm water needs. The Committee was told that the city is required by law to budget the sum of $25,000 every fiscal year for storm water purposes, and that for Fiscal Year November 1, 2015 through October 31, 2016 the budget for storm water had been increased from $25,000 to $60,000. An estimate was given that the capital improvements needs for storm water was in excess of two million dollars. Ms. Abercombre inquired as to what amount, if any, of the Sales Tax would even be sufficient if a portion of the Sales Tax was removed from the Park Board's fiscal year budget and allocated to storm water. She thought it would be prudent to consider the budgetary needs of the city's public works department for storm water purposes. Mr. Knabe stated that he realized that the city's storm water needs were not being currently met under the city's budget, and that he understood that historically all Sales Tax revenue had been allocated to the Park Board. He, too, felt that the Committee needed more information in order to reach any conclusions or to be in a position to render any recommendation.

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Alderman Bill VanBuskirk, Alderman for Ward IV, provided a history of the Sales Tax and informed the Committee that prior to 2003, the year in which the Sales Tax was first approved by the voters in Raytown, the Board of Alderman had allocated approximately $200,000 each year to the Park Board's budget from the city's general revenue funds.

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Mr. Greg Walters then addressed the Committee. His concerns were similar to those voiced by Alderman Meyers as to credibility issues and concerns as to the 2010 ballot language including funding for both storm water and parks. Mr. Walters recommended that the Committee should consider the grant revenues received by the Park Board and the City for Storm Water purposes.

Mr. Alan Thompson gave to the Committee additional historical information with respect to the Sales Tax. He also recommended that the Committee review and consider local news publications and editorials written in 2010 with respect to the Sales Tax ordinance being presented to the voters and the intent of the Board of Alderman and Park Board at that time.

Mr. Robert Smith raised questions about the applicable language of Section V of the Raytown City Ordinance, and in particular 5346-1. He recommended that the Committee consider this language.

Ms. Pat Johnson, a member of the Park Board, advised the Committee that it would be helpful if the Committee considered making a specific recommendation allocating a certain percentage of the Sales Tax revenues to go to the Park Board and a specific percentage to be allocated for storm water, similar to the language in the Ordinance in the City of Raymore.

Following the aforesaid public comments, the Committee scheduled the next meeting for Tuesday, December 8, 2015 at 7:15 at Raytown City Hall. The Committee meeting thereafter adjourned at approximately 8:45 p.m.

Respectfully submitted,

Ralph A. Monaco, II, Chairman

Agenda
Park/Storm Water Tax Committee
Council Conference Room
10000 E. 59th Street
December 8, 2015
7:15 p.m.

Regular Agenda

1. Review of Minutes from Meeting of November 19, 2015

2. Public Presentations

   a. Public Works Presentation on Storm Water Issues & Budget—Jason Hansen, Representative of Public Works
   b. Park Board Presentation on Park Board Issues & Budget-- George Mitchell, Park Board President

3. Review & Discussion Regarding Documents and Materials

   a. Consideration of Statutory History of Applicable law
   b. Consideration of Newspaper Articles & Campaign Materials from 2010
   c. Consideration of Budget & Related Issues of Public Works Regarding Storm Water Control
   d. Consideration of Budget & Related Issues of Park Board
   e. Consideration of Options

4. Public Comments—limited to 1 minute per person

5. Schedule Follow-up Committee Meeting

6. Adjournment

MINUTES OF STORM WATER/PARK BOARD TAX COMMITTEE
NOVEMBER 19, 2015

The Special Storm Water/Park Board Tax Committee (the "Committee") established by Mayor Michael D. McDonough held its initial public and organizational meeting on November 19, 2015 in the City Council Chambers at Raytown City Hall pursuant to notice of the Committee Meeting published and posted in accordance with the Missouri Sunshine Laws. The meeting began at 7:05 p.m.

All members of the Committee were in attendance, to wit: Chairman, Ralph A. Monaco, II (the "Chairman"); representatives of the Raytown Park Board (the "Park Board"): George Mitchell and Michael Hanna; representatives of the Raytown Board of Alderman: Karen Black and Eric Teeman; and at large community citizens: Steve Knabe and Angel Abercrombie, all of whom had been duly appointed by Mayor McDonough.

After the Chairmen called the meeting to order, Mayor McDonough greeted the Committee members and thanked them for their willingness to serve on the Committee.

The initial order of business was the request by the Chairman for each Committee member to introduce themselves to the other members and to the general public in attendance. The Chairman first identified himself as an attorney, life-long resident of Raytown, having graduated from Raytown High School in 1974, and having been a former Raytown School Board President and former Missouri State Representative, District #49, where he had served as Chairman of the House Judiciary Committee. The Chairman stated that he would only cast a Committee vote in the event of a tie, and for no other reason.

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Ralph A. Monaco, II, Chairman

		1 = 2 pts	*1 = 2 pts*	*Res. = 5*		*small need = 5*	*small area = 5*		
		2 = 5 pts	*2 = 5 pts*	*Coll. = 8*	*5 pts*	*great need = 10*	*medium area = 8*		
		3+ = 8 pts	*3+ = 8 pts*	*Art. = 10*	Points	Points	*large area = 10*		
		Points	Points	Points	ex. system close	No Ex. System	Collective area		**2016**
	Project Area:	# home flood	prop. damage	St. flooding	to failure	but in need	affected by runoff	**POINTS**	**Est. Cost**
1.	350 Hwy - Maple to Overton (Det. Basin)	5	8	10	5		10	**38**	$ 1,708,831.70
2.	Laurel Heights (SS-44)	5	5	5		10	10	**35**	$ 736,285.20
3.	Ditzler - Gregory to Vaughn (SS-45)	2	5	5		10	10	**32**	$ 946,652.40
4.	W. of Elm - 79 Street to 80th		5	5		5	10	**25**	$ 318,256.12
4.	80 Street & Elm to 80 Terr & Crescent		5	5		5	10	**25**	$ 680,369.60
4.	80Terr & Crescent to Southwood Park		5	5		5	10	**25**	$ 1,154,383.70
7.	80 Terrace W. of Blue Ridge Blvd	2	5		5	5	5	**22**	$ 508,200.87
8.	Lane just north of 350 Hwy			5		10	5	**20**	$ 92,000.00
9.	59th & Northern to 61st & Harvard		2		5		8	**15**	$ 1,164,134.22
9.	Woodson S of Little Blue Road				5		10	**15**	$ 820,404.73
9.	57 Terrace - Elm to Hunter		2		5		8	**15**	$ 173,952.64
9.	E. of Cedar - 74 Terrace to 72 Street		2		5		8	**15**	$ 639,272.26
13.	8301 E. 85th Street	2	2			5	5	**14**	$ 28,750.00
14.	77th & 350 Hwy to 76 Terr & Sterling		5				8	**13**	$ 493,611.91
15.	69th Street W. of Brooklane		2			5	5	**12**	$ 119,853.21
15.	Hadley - 6211		2			5	5	**12**	$ 57,500.00
15.	8503 E. 86th Terr to 8500 E. 87th Street		2			5	5	**12**	$ 57,500.00
15.	10332 Plaza Court to 6216 Willow		2			5	5	**12**	$ 46,000.00
15.	79 Terr & Hedges to Minor Smith Park		2				10	**12**	$ 428,780.95
15.	81 Terrace & Hedges to 82nd & Hardy		2				10	**12**	$ 226,254.13
15.	Rose Lane & 66th Street		2			5	5	**12**	$ 80,500.00
22.	77 Terrace - Arlington to Elm		2				8	**10**	$ 411,760.14
23.	84th Street and Dittman, south toward 84th Ter		5				5	**10**	$ 80,500.00

Park Fund

Parks Summary
FUND 201

Revenue	2011-2012 Actual	2012-2013 Actual	2013-2014 Actual	2014-2015 Budget	2014-2015 Projected	2015-2016 Budget
Cash Balance as of NOV 1	$1,110,484	$1,007,901	$765,490	$567,741	$654,919	$447,097
Property Tax	$579,031	$585,925	$583,165	$612,500	$610,400	$605,500
Sales Tax	$292,877	$317,421	$306,649	$294,000	$287,000	$285,000
Fees for Services	$86,720	$72,993	$101,648	$114,600	$96,600	$106,300
Miscellaneous Revenue	$21,607	$70,853	$73,318	$10,300	$77,800	$7,800
Pool	$338,093	$186,237	$234,513	$250,000	$225,800	$220,000
GAAP Adjustment	$100	-$600				
Total Revenues	$1,318,428	$1,232,829	$1,299,293	$1,281,400	$1,297,600	$1,224,600
Total Available Funds	$2,428,913	$2,240,730	$2,064,783	$1,849,141	$1,952,519	$1,671,697
Total Expenditures	$1,421,012	$1,475,240	$1,409,864	$1,512,358	$1,505,422	$1,514,968
Fund Balance Reserve (12.5% of Operating Revenue)				$160,175		$153,075
Equipment and Vehicle Replacement Account				$96,521		
Unreserved Fund Balance	$1,007,901	$765,490	$654,919	$80,087	$447,097	$3,655

Department/Division Personnel Summary

Personnel	2011-2012 Actual	2012-2013 Actual	2013-2014 Budget	2014-2015 Budget	2015-2016 Budget
Full-time Positions	10	10	9	9	9
Part-time Positions	2	2	2	2	2

Department/Division Profile

The Raytown Parks and Recreation Department provides a comprehensive program of programs, facilities and special events designed to improve Raytown, promote healthy lifestyles, attract new residents and better their quality of life. Recreation facilities and amenities in Raytown are maintained to high quality standards to ensure public safety and provide aesthetically pleasing and attractive public parks. The Department is responsible for year-round maintenance and improvements for 11 public parks totaling approximately 170 acres with 9 FTE's within five divisions-Administration, Program, Parks Operations, Aquatics and BMX.

HOW RAYTOWN PARKS SPENT THEIR SHARE OF THE 1¢ GENERAL SALES TAX (1997-2003) & 1/8 CENT PARK/STORM WATER SALES TAX (2003-2015)

Park Capital Improvement Projects Funded with Sales Tax and Grant Revenue

		EXPENSE
C. Lee Kenagy Tennis Court Renovation		$117,531
Grants	$ 75,000	
Sales tax revenue	$ 42,531	
Colman & Minor Smith Walking Trails Development		$311,551
Grants	$142,352	
Sales tax revenue	$169,199	
Henry C. Kritser Park Development		$534,779
Grant	$304,000	
Sales tax revenue	$230,779	
Rice-Tremonti Farm Home Acquisition & Improvements		$320,991
Grant	$320,991	
Sales tax revenue	$ 0	
Raytown BMX Track Development		$113,775
Grants	$ 40,000	
BMX Operations	$ 30,000	
Sales tax revenue	$ 43,775	
Kenagy West Park Improvements		
Grants	$149,850	
Sales Tax revenue	$275,675	$435,664
Colman Park Tennis Court Renovation		
Grants	$104,501	
Sales Tax revenue	$105,868	$210,369
	Total	$2,044.660

Park Capital Improvement Projects Funded with *ONLY* Sales Tax Revenue

	EXPENSE
Scheduled Park Facilities & Equipment Maintenance-playgrounds, trails, shelters, parking lots	$703,925
C. Lee Kenagy - Land Acquisition	$ 57,081
Minor Smith Park - Play Court Asphalt Resurfacing	$ 19,238
C. Lee Kenagy - Upgrade Tennis Lights	$ 37,292
Super Splash USA - New Bathhouse Construction	$ 256,461
Super Splash USA- Concession/Staff Room/Front Entrance Remodeling	$168,618
Super Splash USA - New Waterslide	$336,289
Minor Smith Park - Bridge Replacement	$190,000
Kenagy West Phase II Improvements	$535,000
Total	$2,303,904
Total Expenditures for Park Improvements since 2003	**$4,348,564**
Total Expenditures using Sales Tax Funds since 2003	**$3,171,731**

1994 language: SECTION 8. 1. THE GOVERNING BODY OF ANY MUNICIPALITY OR COUNTY MAY IMPOSE, BY ORDINANCE OR ORDER, A SALES TAX IN AN AMOUNT NOT TO EXCEED ONE-HALF OF ONE PERCENT ON ALL RETAIL SALES MADE IN SUCH MUNICIPALITY OR COUNTY WHICH ARE SUBJECT TO TAXATION UNDER THE PROVISIONS OF SECTIONS 144.010 TO 144.525, RSMO. THE TAX AUTHORIZED BY THIS SECTION SHALL BE IN ADDITION TO ANY AND ALL OTHER SALES TAXES ALLOWED BY LAW, EXCEPT THAT NO ORDINANCE OR ORDER IMPOSING A SALES TAX UNDER THE PROVISIONS OF THIS SECTION SHALL BE EFFECTIVE UNLESS THE GOVERNING BODY OF THE MUNICIPALITY OR COUNTY SUBMITS TO THE VOTERS OF THE MUNICIPALITY OR COUNTY, AT A MUNICIPAL, COUNTY OR STATE GENERAL, PRIMARY OR SPECIAL ELECTION, A PROPOSAL TO AUTHORIZE THE GOVERNING BODY OF THE MUNICIPALITY OR COUNTY TO IMPOSE A TAX. **<A]**

[A> 2. THE BALLOT OF SUBMISSION SHALL CONTAIN, BUT NEED NOT BE LIMITED TO, THE FOLLOWING LANGUAGE: **<A]**

[A> SHALL THE MUNICIPALITY (COUNTY) OF.....IMPOSE A SALES TAX OF.....(INSERT AMOUNT) FOR THE PURPOSE OF PROVIDING FUNDING FOR.....(INSERT EITHER STORM WATER CONTROL, OR LOCAL PARKS, OR STORM WATER CONTROL AND LOCAL PARKS) FOR THE MUNICIPALITY (COUNTY)? **<A]**

[A> YES NO **<A]**

[A> IF A MAJORITY OF THE VOTES CAST ON THE PROPOSAL BY THE QUALIFIED VOTERS VOTING THEREON ARE IN FAVOR OF THE PROPOSAL, THEN THE ORDINANCE OR ORDER AND ANY AMENDMENTS THERETO SHALL BE IN EFFECT ON THE FIRST DAY OF THE SECOND QUARTER AFTER THE DIRECTOR OF REVENUE RECEIVES NOTICE OF ADOPTION OF THE TAX. IF A MAJORITY OF THE VOTES CAST BY THE QUALIFIED VOTERS VOTING ARE OPPOSED TO THE PROPOSAL, THEN THE GOVERNING BODY OF THE MUNICIPALITY OR COUNTY SHALL NOT IMPOSE THE SALES TAX AUTHORIZED IN THIS SECTION UNTIL THE GOVERNING BODY OF THE MUNICIPALITY OR COUNTY RESUBMITS ANOTHER PROPOSAL TO AUTHORIZE THE GOVERNING BODY OF THE MUNICIPALITY OR COUNTY TO IMPOSE THE SALES TAX AUTHORIZED BY THIS SECTION AND SUCH PROPOSAL IS APPROVED BY A MAJORITY OF THE QUALIFIED VOTERS VOTING THEREON; HOWEVER, IN NO EVENT SHALL A PROPOSAL PURSUANT TO THIS SECTION BE SUBMITTED TO THE VOTERS SOONER THAN TWELVE MONTHS FROM THE DATE OF THE LAST PROPOSAL PURSUANT TO THIS SECTION. **<A]**

[A> 3. ALL REVENUE RECEIVED BY A MUNICIPALITY OR COUNTY FROM THE TAX AUTHORIZED UNDER THE PROVISIONS OF THIS SECTION SHALL BE DEPOSITED IN A SPECIAL TRUST FUND AND SHALL BE USED TO PROVIDE FUNDING FOR STORM WATER CONTROL OR FOR LOCAL PARKS, OR BOTH, WITHIN SUCH MUNICIPALITY OR COUNTY. **<A]**

[A> 4. ANY FUNDS IN SUCH SPECIAL TRUST FUND WHICH ARE NOT NEEDED FOR CURRENT EXPENDITURES MAY BE INVESTED BY THE GOVERNING BODY IN ACCORDANCE WITH APPLICABLE LAWS RELATING TO THE INVESTMENT OF OTHER MUNICIPAL OR COUNTY FUNDS. **<A]**

[A> 5. ALL SALES TAXES COLLECTED BY THE DIRECTOR OF REVENUE UNDER THIS SECTION ON BEHALF OF ANY MUNICIPALITY OR COUNTY, LESS ONE PERCENT FOR COST OF COLLECTION WHICH SHALL BE DEPOSITED IN THE STATE'S GENERAL REVENUE FUND AFTER PAYMENT OF PREMIUMS FOR SURETY BONDS AS PROVIDED IN SECTION 32.087, RSMO, SHALL BE DEPOSITED IN A SPECIAL TRUST FUND, WHICH IS HEREBY CREATED, TO BE KNOWN AS THE "LOCAL PARKS AND STORM WATER CONTROL SALES TAX TRUST FUND". THE MONEYS IN

THE LOCAL PARKS AND STORM WATER CONTROL SALES TAX TRUST FUND SHALL NOT BE DEEMED TO BE STATE FUNDS AND SHALL NOT BE COMMINGLED WITH ANY FUNDS OF THE STATE. THE DIRECTOR OF REVENUE SHALL KEEP ACCURATE RECORDS OF THE AMOUNT OF MONEY IN THE TRUST AND WHICH WAS COLLECTED IN EACH MUNICIPALITY OR COUNTY IMPOSING A SALES TAX UNDER THIS SECTION, AND THE RECORDS SHALL BE OPEN TO THE INSPECTION OF OFFICERS OF THE MUNICIPALITY OR COUNTY AND THE PUBLIC. NOT LATER THAN THE TENTH DAY OF EACH MONTH THE DIRECTOR OF REVENUE SHALL DISTRIBUTE ALL MONEYS DEPOSITED IN THE TRUST FUND DURING THE PRECEDING MONTH TO THE MUNICIPALITY OR COUNTY WHICH LEVIED THE TAX. SUCH FUNDS SHALL BE DEPOSITED WITH THE COUNTY TREASURER OF EACH SUCH COUNTY OR THE APPROPRIATE MUNICIPAL OFFICER OF THE MUNICIPALITY, AND ALL EXPENDITURES OF FUNDS ARISING FROM THE LOCAL PARKS AND STORM WATER CONTROL SALES TAX TRUST FUND SHALL BE BY AN APPROPRIATION ACT TO BE ENACTED BY THE GOVERNING BODY OF EACH SUCH MUNICIPALITY OR COUNTY. EXPENDITURES MAY BE MADE FROM THE FUND FOR ANY STORM WATER CONTROL OR LOCAL PARK FUNCTIONS AUTHORIZED IN THE ORDINANCE OR ORDER ADOPTED BY THE GOVERNING BODY SUBMITTING THE TAX TO THE VOTERS. **<A]**

[A> 6. THE DIRECTOR OF REVENUE MAY AUTHORIZE THE STATE TREASURER TO MAKE REFUNDS FROM THE AMOUNTS IN THE TRUST FUND AND CREDITED TO ANY MUNICIPALITY OR COUNTY FOR ERRONEOUS PAYMENTS AND OVERPAYMENTS MADE, AND MAY REDEEM DISHONORED CHECKS AND DRAFTS DEPOSITED TO THE CREDIT OF SUCH MUNICIPALITIES OR COUNTIES. IF ANY MUNICIPALITY OR COUNTY ABOLISHES THE TAX, THE MUNICIPALITY OR COUNTY SHALL NOTIFY THE DIRECTOR OF REVENUE OF THE ACTION AT LEAST NINETY DAYS PRIOR TO THE EFFECTIVE DATE OF THE REPEAL ND THE DIRECTOR OF REVENUE MAY ORDER RETENTION IN THE TRUST FUND, FOR A PERIOD OF ONE YEAR, OF TWO PERCENT OF THE AMOUNT COLLECTED AFTER RECEIPT OF SUCH NOTICE TO COVER POSSIBLE REFUNDS OR OVERPAYMENT OF THE TAX AND TO REDEEM DISHONORED CHECKS AND DRAFTS DEPOSITED TO THE CREDIT OF SUCH ACCOUNTS. AFTER ONE YEAR HAS ELAPSED AFTER THE EFFECTIVE DATE OF ABOLITION OF THE TAX IN SUCH MUNICIPALITY OR COUNTY, THE DIRECTOR OF REVENUE SHALL REMIT THE BALANCE IN THE ACCOUNT TO THE MUNICIPALITY OR COUNTY AND CLOSE THE ACCOUNT OF THAT MUNICIPALITY OR COUNTY. THE DIRECTOR OF REVENUE SHALL NOTIFY EACH MUNICIPALITY OR COUNTY OF EACH INSTANCE OF ANY AMOUNT REFUNDED OR ANY CHECK REDEEMED FROM RECEIPTS DUE THE MUNICIPALITY OR COUNTY. **<A]**

[A> 7. EXCEPT AS MODIFIED IN THIS SECTION, ALL PROVISIONS OF SECTIONS 32.085 AND 32.087, RSMO, SHALL APPLY TO THE TAX IMPOSED UNDER THIS SECTION. **<A]**

1998 Statutory Language:

644.032. 1. The governing body of any municipality or county may impose, by ordinance or order, a sales tax in an amount not to exceed one-half of one percent on all retail sales made in such municipality or county which are subject to taxation under the provisions of sections 144.010 to 144.525, RSMo. The tax authorized by this section and section 644.033 shall be in addition to any and all other sales taxes allowed by law, except that no ordinance or order imposing a sales tax under the provisions of this section and section 644.033 shall be effective unless the governing body of the municipality or county submits to the voters of the municipality or county, at a municipal, county or state general, primary or special election, a proposal to authorize the governing body of the municipality or county to impose a tax.

2. The ballot of submission shall contain, but need not be limited to, the following language:

Shall the municipality (county) of ..... impose a sales tax of ..... (insert amount) for the purpose of providing funding for ..... (insert either storm water control, or local parks, or storm water control and local parks) for the municipality (county)?

__ YES __ NO

If a majority of the votes cast on the proposal by the qualified voters voting thereon are in favor of the proposal, then the ordinance or order and any amendments thereto shall be in effect on the first day of the second quarter after the director of revenue receives notice of adoption of the tax. If a majority of the votes cast by the qualified voters voting are opposed to the proposal, then the governing body of the municipality or county shall not impose the sales tax authorized in this section and section 644.033 until the governing body of the municipality or county resubmits another proposal to authorize the governing body of the municipality or county to impose the sales tax authorized by this section and section 644.033 and such proposal is approved by a majority of the qualified voters voting thereon; however, in no event shall a proposal pursuant to this section and section 644.033 be submitted to the voters sooner than twelve months from the date of the last proposal pursuant to this section and section 644.033.

3. All revenue received by a municipality or county from the tax authorized under the provisions of this section and section 644.033 shall be deposited in a special trust fund and shall be used to provide funding for storm water control or for local parks, or both, within such municipality or county **[A>** , PROVIDED THAT SUCH REVENUE MAY BE USED FOR LOCAL PARKS OUTSIDE SUCH MUNICIPALITY OR COUNTY IF THE MUNICIPALITY OR COUNTY IS ENGAGED IN A COOPERATIVE AGREEMENT PURSUANT TO SECTION 70.220, RSMO **<A]** .

2004 Statutory Language

644.032. 1. The governing body of any municipality or county may impose, by ordinance or order, a sales tax in an amount not to exceed one-half of one percent on all retail sales made in such municipality or county which are subject to taxation under the provisions of sections 144.010 to 144.525, RSMo. The tax authorized by this section and section 644.033 shall be in addition to any and all other sales taxes allowed by law, except that no ordinance or order imposing a sales tax under the provisions of this section and section 644.033 shall be effective unless the governing body of the municipality or county submits to the voters of the municipality or county, at a municipal, county or state general, primary or special election, a proposal to authorize the governing body of the municipality or county to impose a tax **[A>** , PROVIDED THAT THE TAX AUTHORIZED BY THIS SECTION SHALL NOT BE IMPOSED ON THE SALES OF FOOD, AS DEFINED IN SECTION 144.014, RSMO, WHEN IMPOSED BY ANY COUNTY WITH A CHARTER FORM OF GOVERNMENT AND WITH MORE THAN ONE MILLION INHABITANTS **<A]** .

2. The ballot of submission shall contain, but need not be limited to, the following language:

Shall the municipality (county) of.... impose a sales tax of.....
(insert amount) for the purpose of providing funding for..... (insert either
storm water control, or local parks, or storm water control and local parks)
for the municipality (county) ?

[ ] YES [ ] NO

If a majority of the votes cast on the proposal by the qualified voters voting thereon are in favor of the proposal, then the ordinance or order and any amendments thereto shall be in effect on the first day of the second quarter after the director of revenue receives notice of adoption of the tax. If a majority of the votes cast by the qualified voters voting are opposed to the proposal, then the governing body of the municipality or county shall not impose the sales tax authorized in this section and section 644.033 until the governing body of the municipality or county resubmits another proposal to authorize the governing body of the municipality or county to impose the sales tax authorized by this section and section 644.033 and such proposal is approved by a majority of the qualified voters voting thereon; however, in no event shall a proposal pursuant to this section and section 644.033 be submitted to the voters sooner than twelve months from the date of the last proposal pursuant to this section and section 644.033.

3. All revenue received by a municipality or county from the tax authorized under the provisions of this section and section 644.033 shall be deposited in a special trust fund and shall be used to provide

The original version of section 644.032 was enacted in 1995. It was amended in 1998 and 2004.

The 1998 amendment changed subsection 3 to add the phrase at the end, "provided that such revenue may be used for local parks outside such municipality or county if the municipality or county is engaged in a cooperative agreement pursuant to section 70.220, RSMo."

The 2004 amendment changed subsection 1 to add the phase at the end, "provided that the tax authorized by this section shall not be imposed on the sales of food, as defined in section 144.014, RSMo, when imposed by any county with a charter form of government and with more than one million inhabitants." (That would be St. Louis County.)

From reading the statute, you would need to see what the ballot language said when the tax was authorized in Raytown because the ballot language could have restricted the moneys to only parks or to only stormwater or to both parks and stormwater.

Hope this is helpful.

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COURTESY PHOTO

The O'Hara Prom Court members (from left) Jerry Rellihan, Nicole Krawczyk, David Kojeski, Hannah Sabbagh, Hailey Houser, Noah Volz. Seated at front are Taylor Mathews and Jenna Mahlberg.

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Sales tax issue put on primary ballot

Raytown voters will have an opportunity at the August 3 primary to extend the one-eighth-cent sales tax to fund parks and storm drainage. The Board of Alderman agreed to place the ballot measure before voters at its meeting last week.

The tax has been in place since the 1960s and is a prime funding source for the Parks and Recreation Department. The tax provides about 25 percent of the parks' overall operating budget, Kevin Boji, parks director, explained. It is vital that voters know how important it is to continue this tax, he said.

The department already has made severe budgetary cutbacks and without the sales tax revenues the department will have to look at ways to cut the park maintenance budget. The poor economy has really hurt the department which relies heavily on sales tax revenues and fees.

"One full time position has been eliminated and several capital improvement projects and big maintenance projects have been postponed," Boji said. "The bridge at Minor Smith Park is unusable and can't be fixed at this time."

The department cut its operating budget by 15 percent this past year. Without the sales tax revenues, mowing probably would have to be done less often, Boji said. Workers try to mow the parks every three to four days to keep them neat and ideal for kids to play on. Without those revenues mowing might be reduced to twice a month. Programs might also be cut or reduced, he added.

In the ballot wording, the aldermen decided to include a 10-year sundown on the tax. Since the tax was originally approved it has always had a sundown provision, generally seven years. The board noted that most of the city's tax issues carry a 10-year clause and this tax would then fall into line. Voters have approved this tax four times since 1980.

When the ballot measure proposal was presented to the aldermen it was left open ended. Boji said that recommendation was made to save taxpayers the cost of periodic elections. Elections cost thousands of dollars and that money could be saved, he noted.

The average election costs the citizens an average of $25,000 to $30,000, depending on how many other items are on the ballot and what other entities may be sharing the election cost. However, aldermen believed that adding the sundown clause gives the issue a better chance of winning voter approval.

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SPRING TEA
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TIME: 2:00 TO 3:30 PM
PLACE: BICKFORD HOUSE
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Put on your Best and we will take care of all the Rest!!

Thank you to all the advertisers in the Raytown Times! Be sure to tell these local businesses you saw their

July 7, 2010

Park sales tax renewal vital

By **Randy Battagler**
Times Publisher

People tend to take of parks and recreation services for granted. Raytown has nicely groomed parks with plenty of amenities always ready when needed. But its takes a strong team to maintain parks and programs and money to keep them going.

On August 3, Raytown voters have an opportunity to make sure that there's no decline in parks and recreation services. Renewal of a one-eighth-cent sales tax will be on the ballot that day – primary election day. The sales tax would remain in effect 10 more years, if approved.

Parks director Kevin Boji said parks and recreation services are beneficial to the individual, the community, the environment and the local economy. A good park system increases property values, provides a sense of community, enhances social interaction and improves the health and well-being of residents. More importantly, parks promote the constructive use of leisure time for youth thereby helping to reduce criminal activity, Boji added.

The sales tax renewal won't increase the total sales tax rate. The current eighth-cent park and storm water sales tax is set to expire March 31, 2011. If approved by voters, this sales tax renewal will take effect April 1, 2011. The Raytown Park Board will monitor how the tax revenues are spent.

Parks offers summer fun

The Raytown Parks and Recreation Department offers three tips for a worry-free summer:

Ø Spend time with family and friends enjoying your Raytown Parks. You can see a free movie, enjoy a new sport -- tennis, basketball, biking, walking, fishing or BMX racing for the more adventurous. Visit the new tree arboretum at Henry Kritser Park located at 75th and Woodson to learn more about native trees or to explore unusual species of trees.

Ø Cool off at the Super Splash USA water nomical recreation values in the metro area. Super Splash continues to be one of Raytown's best attractions after 20 years.

Ø Visit www.raytownparks.com for park maps and locations, or to learn more about upcoming programs and special

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The city's staff also is completing a real estate site search for a 400-person call center that is interested in locating in Eastern Jackson County. The project will require 30,000 to 50,000 square feet of a single-story space and is interested in retrofitting former retail buildings with the technology required to commence operations. Raytown is one of four communities selected to participate in the site selection process. The firm does not currently have a Raytown presence.

Staff is assisting a regional dental device manufacturer in identifying underserved markets and will be converted to

There are plans to expand the current McDonald' restaurant on 350 Highway. The plan calls for elimination of the children's play area to add more dining space. The facility upgrade will conform to the design standards and provide upgrades to the site.

Façade improvements are proposed at the Wendy's restaurant building at 63rd Street and Raytown Trafficway.

The Stained Glass Association of America announced it had purchased its property located at 9313 East 63rd Street with the intent to demolish the

NOTICE OF SPECIAL ELECTION
CITY OF RAYTOWN, MISSOURI
TUESDAY, AUGUST 3, 2010

Notice is hereby given to the registered qualified voters of the City of Raytown, Missouri, that the Board of Alderman of said City has called a Special Election to be held on Tuesday, August 3, 2010. The polls will be open from 6 a.m. until 7 p.m.

The official ballot will be substantially in the following form:

SAMPLE BALLOT
CITY OF RAYTOWN, MISSOURI
SPECIAL ELECTION
TUESDAY, AUGUST 3, 2010

QUESTION
Shall the City of Raytown, Missouri continue to impose an existing sales tax at a rate of one-eighth (1/8) of one percent for the purpose of funding local parks/storm water control within the city for a term of ten (10) years?

YES
NO

INSTRUCTIONS TO VOTERS
If you are in favor of the question, use the Inkavote stylus to dot the circle located directly to the right of YES. Press down to fill the circle. If you are opposed to the question, use the Inkavote stylus to dot the circle located directly to the right of NO. Press down to fill the circle.

The following is a list of the polling (voting) locations:

PCTS.	POLLS	ADDRESSES
	BROOKING TOWNSHIP	
1,2,2A,3A,6	Raytown Library	6131 Raytown Rd.
3,4	St. Matthew's Episcopal Church	9349 E. 65th St.
5,11	Our Lady of Lourdes Church	7045 Blue Ridge Blvd.
7,16	Raytown High School	6019 Blue Ridge Blvd.
8	River Christian Fellowship Community Campus	6400 Woodson Rd.
9,9A,10	First Baptist Church of Raytown	10500 E. State Route 350
12,13	First United Methodist Church-Raytown	5413 Blue Ridge Cut Off
14,15	Raytown City Hall	10000 E. 59th St.
17	Spring Valley Baptist Church	8801 E. 79th St.
18	Spring Valley Baptist Church	8801 E. 79th St.
19,25	Spring Valley Elementary	8838 E. 83rd St.
20,21,22	Westridge Christian Church	7903 Westridge Rd.
22A,23,27	Raytown South High	8211 Sterling Ave.
24,26,28	Faith Presbyterian Church	8301 James A. Reed Rd.

IN WITNESS WHEREOF, the Jackson County Board of Election Commissioners has caused its name to be hereunto signed and the official seal affixed this 25th day of May, 2010.

JACKSON COUNTY BOARD
OF ELECTION COMMISSIONERS

Robert C. Nichols, Jr., Director — Vacant, Chairman
Tammy L. Brown, Director — William J. Baker, Secretary
ATTEST: — Michael K. Whitehead, Member
William J. Baker, Secretary — Charles E. Dumsky, Member

NOTICE OF ACCESSIBILITY
FURTHER NOTICE IS GIVEN that, where a regular polling place has limited accessibility, a disabled or elderly voter may be provided an alternative means of casting his or her ballot. Such means may include reassignment to an accessible polling place, curbside voting, assisted voting or voting by absentee ballot. A voter may apply for an absentee ballot in person or by mail, or may have a relative or guardian apply in person on his or her behalf. If an absentee voter is disabled or incapacitated, the notary requirement is waived. In addition, voters requiring assistance may be assisted by a person of the voter's choice.

Kansas City Baptist Temple
Rev. Jeff Adams, Senior Pastor
5460 Blue Ridge Cutoff
Kansas City, MO 64133
816-358-1515 www.kcbt.org
Service Times:
8:00 am; 9:30 am; 11:00 am

First United Methodist Church
5413 Blue Ridge Cut Off
Raytown MO 64133
816-356-2027
www.raytownfirstchurch.org
Sunday School 9:15
Worship 10:30
Lighthouse Kids 10:30
Pastor Lydia P. Istomina

Raytown Christian Church
Disciples of Christ
Worship 8:15, 9:30 & 11:00
on Sunday
6108 Blue Ridge Blvd.
Raytown, MO 64133
816-353-1708
www.raytowncc.org

The Hope and Healing Worship Center
Church of God in Christ, Inc.
10028 E. 63rd St
Raytown, MO 64133
816-886-5048
www.hhwccogic.com
Service times
Sunday School 9:30am
Sunday Morning Worship 11am
4th Sunday community service
1:30pm (Food Served)
Tuesday
Prayer and Bible Study 630pm

Peace Lutheran Church
8240 Blue Ridge
816-353-3813
www.peacelutheranchurch.com
Worship Services at
8:30 & 11:00 a.m. on Sunday
Bible Study/Sunday School at 9:45

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10825 E 79tl
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10301 E. 350
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816-405-2704 - www.tl
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Meeting Tim
Sundays; 9am & 11
www.rivercentral.org f

Our Lady of Lourde Church
Pastor: Fr. Steven
8812 East Grego
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Want your church
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Light rail plan to be outlined

A proposed light rail transit system that would operate through Raytown will be exp ined at a meeting at 7 p.1 . Thursday, July 8 at the T etering Rocks Golf Course Clubhouse, 12040 E. 86th Street.

Presenters will be Jackson County Executive Mike Sanders and Jim Terry, a representative of TranSystems, which would oversee the system. The purpose is to educate residents and landowners in the Raytown area about the proposed light rail system that would run from Pleasant Hill through Lee's Summit and Raytown and eventually end at the Union Station.

This project could bring needed employment and economic growth for Raytown and the other communities it will serve. It would dramatically increase property values in the Raytown area, leaders believe.

STREET PROJECTS READY TO BEGIN

By **Randy Battagler**
Times Publisher

We are finally in the hot days of summer and that is when work on roads and streets is at its peak. The city has several resurfacing projects that will begin soon, perhaps even this week.

Slated for overlay:

⊙ 56th Street, from Cedar to Appleton.

⊙ Blue Ridge Boulevard and Ditzler.

* An area bounded by 72nd Street, 75th Street, Cedar, and Ash.

* An area bounded by 79th Street, 81st Terrace, Raytown Road and Elm.

The Woodson Road resurfacing has been completed and the 63rd Street Bridge is nearing completion. The other major project to be done this summer is resurfacing of the 83rd Street Bridge. That work is

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Ø Visit www.raytownparks.com for park maps and locations, or to learn more about upcoming programs and special

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A Record of Grants Received

* See department central files for a copy of each individual project's grant contract.

YEAR	PROJECT	WRITER	SOURCE	PROJ. #	AMOUNT	
1971	Southwood (Lagoon) Acquisition of 21.2 ac	Lowderman, R.	LWCF	29-00372	$4,452	
1974	Minor Smith Acquisition of 9.03 acres	Lowderman, R.	LWCF	29-00552	$16,513	
1975	Kenagy acq. 2.5 acres of Drummond land	Lowderman, R.	LWCF	29-00594	$21,882	
1976	Kenagy-develop 12 acres for tennis	Lowderman, R.	LWCF	29-00734	$38,000	
1977	Minor Smith-develop 10 acres	Lowderman, R.	LWCF	29-00841	$80,000	
1980	Southwood/Colman-8 ac donation/playgrnd	Lowderman, R.	LWCF	29-01020	$94,204	
1981	LBTRA-develop 33 ac	Lowderman, R.	LWCF	29-01072 G	$177,446	
1987	Raytown Swim Club Acq.	Lowderman, R.	LWCF	29-01293	$138,240	
1995	Kenagy east tennis courts & trail	Lowderman, R.	LWCF	29-01376	$75,000	
1997	Colman/Minor trail	Lowderman, R.	LLPP	98-208	$142,352	
1998	YMCA Phase I	Lowderman, R.	LLPP	99-11005-99	$160,000	
1999	Rice-Tremonti Acquisition	DNR & Lowder.	TEA-21	SSTP-3335 (405)	$309,645	1
1999	Raytown BMX Track	Lowderman, R.	ABA	* in-kind dollars to build the track	$40,000	2
2000	Kritser (YMCA) Phase II	Lowderman, R.	LLPP	LLPP FY 01-08	$144,000	
2002	Rice-Tremonti HPP	Lowderman, R.	HPP	29-02-17555-567	$11,346	
2004	Kenagy-west-side Improvements	Lowderman, R.	LWCF		$149,850	
2005	TRIM Grant	Fowler. Ron	MDOC		$10,000	
2006	TRIM Grant	Fowler. Ron	MDOC		$10,000	
2008	Colman Scrap Tire Playground Grant	Boji, Kevin	MDNR	T0-8005	$10,000	
2009	TRIM Grant	Fowler. Ron	MDOC	10.059	$10,000	
2012	**Colman Park-renovate 4 tennis courts**	**Boji, Kevin**	**LWCF**	**29-01577**	**$74,501**	**Oct. 2013**
2013	**Facility Assistance Grant-Class II-Colman**	**Turner/Boji**	**USTA-National**	**TPA 2539**	**$20,000**	**Oct. 2013**
2013	**Facility Assistance Grant-Class II-Colman**	**Turner/Boji**	**USTA-Mo Valley**	**TPA 2539**	**$10,000**	**Oct. 2013**
				TOTAL =	**$1,747,431**	

Notes:
1. This includes money ($37,000) paid by Friends of Rice-Tremonti to complete the acquisition
2. American Bicycle Association did all the grading for the track which included equipment rental cost.

MINUTES OF STORM WATER/PARK BOARD TAX COMMITTEE
DECEMBER 8, 2015

The Special Storm Water/Park Board Tax Committee (the "Committee") established by Mayor Michael D. McDonough held its second public meeting on December 8, 2015 in the Conference Room at Raytown City Hall pursuant to notice of the Committee Meeting published and posted in accordance with the Missouri Sunshine Laws. The meeting began at 7:18 p.m.

All members of the Committee were in attendance, to wit: Chairman, Ralph A. Monaco, II (the "Chairman"); representatives of the Raytown Park Board (the "Park Board"): George Mitchell and Michael Hanna; representatives of the Raytown Board of Alderman: Karen Black and Eric Teeman; and at large community citizens: Steve Knabe and Angel Abercrombie.

After the Chairmen called the meeting to order, the minutes of the initial organizational meeting were discussed by the Committee and were accepted.

The second order of business was the announcement by the Chairman that the Public Works Department for the City of Raytown and the President of the Raytown Park's Board would be making formal presentations as to the financial issues facing both entities.

Thereafter, Jason Hansen, a representative and employee of Public Works for the City of Raytown gave a formal presentation to the Committee. Mr. Hansen informed the Committee that the purpose of the presentation was to provide information to the Committee as to the history, background and public needs of the City's storm water systems citywide. Included in Mr. Hansen's presentation was a map of the City of Raytown that identified the various storm water projects within the City. He informed the Committed that the first official flood-plain map for Raytown was created in 1978, and he reviewed the areas then and now that were and remain within the 100 year flood plains. He also informed the Committee that Burns & McDonnell had conducted comprehensive master plan studies of the storm water in 1984 and in 1996. Mr. Hansen then reviewed a map of the areas and projects that required the most need as based upon the 1996 master plan. Mr. Hansen explained to the Committee that Public Works is currently only able to perform storm water maintenance or repair based upon exigent needs. This is because the areas of concern as identified in the 1996 Burns & McDonnell master plan do not have a funding source. In other words, there is simply insufficient funding within the 13 million dollars budget of the City of Raytown to even remotely address the storm water needs of the City. This he stated was because the Federal Emergency Management Association ("FEMA") had discontinued providing federal funding through FEMA grants to storm water projects in Raytown. He said that the last FEMA grant received by the City was sometime around 2000, leaving some 56 storm water projects identified in the 1996 master plan as unaddressed and undone. Mr. Hansen concluded by stating that there was a need to conduct a new master plan study since the existing study was done about 20 years earlier. He informed the Committee that a new master plan would cost the City of Raytown about $300,000.

Mr. George Mitchell as President of the Raytown Park Board then presented to the Committee. Mr. Mitchell stated that the total revenue received by the City of Raytown from the1/8 of 1 cent sales tax (the "Sales Tax") totaled about $350,000, less the $75,000 on the Walmart Tiff, for a net income stream of approximately $280,000. Mr. Mitchell then reviewed with the Committee the Park Board's funding sources and financial needs, including priority projects, and grant funding. He provided several

documents from the Park Board for the Committee to consider. It was acknowledged that historically all funding derived from the Sale's Tax was budgeted by the City to the Park Board. In addition, a general discussion was held with respect to the Memorandum of Understanding ("MOU") between the City of Raytown and the Park Board as to overlapping and cooperative services of both entities. The Committee was encouraged to obtain a copy of the MOU for full and further consideration as to its impact or relevance to the purpose of the Committee.

Following the presentation by Mr. Mitchell suggested that perhaps the Committee should consider dividing the Sale's Tax revenue between the City and Park Board based upon the ratio of the Sales Tax to the budgets of the City of Raytown and the Park Board. Mr. Knabe said that he read the language of the Sale's Tax ordinance as indicating that the City and Park Board should equally divide the Sale's Tax revenue. It was agreed that further discussion on any methodology or conclusions to be reached by the Committee with respect to the charge relating to the Sales Tax should be deferred until more public comments were presented to the Committee.

Following the foregoing presentations and discussions, public comments were presented to the Committee. Mr. Alan Thompson reiterated the need for the Committee to obtain a copy of the MOU and to evaluate its significance and impact upon the charge of the Committee. Mr. Chris Rathbone then spoke to the Committee stating that there was a need to split the Sales Tax revenue, but he also feared the financial harm it could cause to the Park Board. Randy Battagler, owner of the Raytown Times, spoke briefly to the Committee about editorials and articles he published in his Raytown newspaper when the Sales Tax ordinance was being presented to the voters of Raytown in 2010. Alderman Van Burskirk spoke to the Committee about the need to look at the ballot language from 2010. Ms. Janet Emmerson inquired of the Park Board as to its intentions with respect to closing Super Splash. Mr. Mitchell reminded the Committee that the Park Board the previous year had actually voted to close Super Splash, but that decision was vacated by the Raytown Board of Alderman. Mr. Mitchell further stated that the Park Board had conducted a community survey that would be published in the near future and that any decisions relating to Super Splash will be delayed until after the survey has been duly considered. Alderman Steve Myers then presented his concerns to the Committee and indicated that the Park Board had more to lose which explains why the Sale Tax was renewed in 2010.

After the comments of Alderman Meyers, the Committee adjourned at approximately 9:15 p.m., and the Committee rescheduled their third public hearing for December 22, 2015 at 6:30 p.m. pursuant to an Agenda to be published and posted pursuant to public meetings laws of Missouri.

Respectfully submitted,

Ralph A. Monaco, II
Committee Chairman

Agenda
Park/Storm Water Tax Committee
City Council Chambers
10000 E. 59th Street
December 22, 2015
6:30 p.m.

Regular Agenda

1. Review of Minutes from Meeting of December 8, 2015

2. Review & Discuss Memorandum of Understanding between City of Raytown & Parks Department, dated March 6, 2012

3. Public Comments – Community Citizens Comments to Committee

4. Schedule Follow-up Committee Meeting

5. Adjournment

MINUTES OF STORM WATER/PARK BOARD TAX COMMITTEE
DECEMBER 22, 2015

The Special Storm Water/Park Board Tax Committee (the "Committee") established by Mayor Michael D. McDonough held its third public meeting on December 22, 2015 in the City Council Chambers at Raytown City Hall pursuant to notice of the Committee Meeting published and posted in accordance with the Missouri Sunshine Laws. The meeting began at 6:35 p.m.

All members of the Committee were in attendance, to wit: Chairman, Ralph A. Monaco, II (the "Chairman"); representatives of the Raytown Park Board (the "Park Board"): George Mitchell and Michael Hanna; representatives of the Raytown Board of Alderman: Karen Black and Eric Teeman; and at large community citizens: Steve Knabe and Angel Abercrombie.

After the Chairmen called the meeting to order, there was a general discussion held between Committee members with respect to the Memorandum of Understanding ("MOU") between the City of Raytown and the Park Board dated March 6, 2012. Specific portions of the MOU were discussed and in particular Section I of the MOU with regard to the Sales Tax revenue was considered. Alderman Karen Black felt that the Committee should recognize the impact of the term "portion" as that term is employed within said Section I of the MOU. Her point presented was that even in the MOU it was not contemplated that 100% of the Sales Tax, but rather only a "portion" of the Sales Tax was to go to the Parks Board. The Committee further was directed to consider Section IX of the MOU that requires the Mutual Cooperation between the City of Raytown and the Raytown Park's Board. Following a review and discussion with respect to the MOU, the Chairman then requested public comments as the third and primary purpose of the evening's Agenda.

The first person to speak to the Committee was long-term Board of Alderman James Aziere from Ward IV. He told the Committee that he had first been elected to the Board of Alderman in 1998, and he then provided a history of the Sales Tax. He informed the Committee that the 2003 Sales Tax was exclusively for the Park Board. Although he told the Committee that the City had spent money on storm water issues, no such funding ever came from the Sales Tax revenue from 2003 to 2010. Mr. Aziere informed the Committee that the Board of Alderman did add the storm water language to the 2010 ordinance, but he was not specifically able to address why storm water was added. Committee member Alderman Eric Teeman then read to the Committee exerts of the debate and dialogue of the Board of Alderman and the City Attorney during the consideration of the 2010 Sales Tax ordinance held on April 20, 2010. From consideration of this record, it clarified for the Committee that legal counsel for the Board of Alderman had opined that the City could use the Sales Tax revenue just for parks, or just for storm water or for both. After this dialogue and review of the April 20, 2010 Board of Alderman meeting, Mr. Aziere continued with his presentation and comments. He reminded the Committee that the two most important assets for Raytown were its school district and its park system. Keeping the Park viable to him was vital to the future of Raytown. He spoke of concerns with regard to mismanagement of Super Splash and the outcome of the survey conducted by the Park Board. The Chairman reminded Alderman Aziere that such a complaint with respect to mismanagement of Super Splash was not within the purview of the Committee. Alerman Aziere also remarked about the value of the cooperative effort of the City and in assuring and preserving the integrity of the Parks. Following Alderman Aziere's remarks, Mr George Mitchell did review with the Committee the recently published results of the Park Board's public survey.

Mr. Steven Gutehiere then spoke to the Committee. He, too, referenced the results of the Park Board's public survey and said that the survey failed to include financial information as to the cost of restoring Super Splash, which he considered flawed the outcome of the survey as to Super Splash.

Terry Colin, a member of the Raytown Park Board was the third speaker to address the Committee. He told the Committee that he had been on the Park Board since 2011. He then explained all of the personal efforts that he and others put forth in getting the Sales Tax passed in 2010. The campaign committee was exclusively formed to ensure passage of the Sales Tax for the Parks. He said that his campaign committee posted 1000 yard signs supporting the tax for the benefit of the Parks. Mr. Colin's posed the following query to the Committee: By taking money from the Parks, what is the benefit to the storm water problems by taking money from the Parks?

Former Alderman Ms. Janet Emerson was the fourth presenter. She also addressed the findings of the recent Park Board survey. She was uncertain whether 487 survey responses out of 3,500 surveys sent out by the Park Board provided sufficient information to the Park Board. Mr. Mitchell replied to the comment stating that the Park Board did believe that the survey responses provided a quality sampling of the opinions as to the Raytown Parks and would be further reviewed and studied by the Park Board. Ms. Emerson's final comment was that she felt as if the Park Board did a beautiful job, but she considered Super Splash to be a financial drain upon the Park Board and City.

Mr. Chris Rathborn followed Ms. Emerson. He informed the Committed that he was a new member of the Park Board, and that it was his opinion that based upon the 2010 ballet language some of the Sales Tax revenue should go to the city's storm water because of the potential harm it could cause to any future sales tax ballet measure for the Parks.

Ms. Julie Highland then spoke to the Committee. She informed the Committee that she lived near 80th and Overton and had serious storm water problems. She complimented the Park Board, but it was her recommendation that the Sales Tax revenue should be distributed to the Park Board and the City for storm water needs.

Ms. Saphira Rain addressed the Committee stating that she had questions and concerns about the infrastructure of the City of Raytown. She felt that the only way the storm water and infrastructure issues could be resolved would be through the issuance of municipal bonds for those purposes.

Mr. Steve Gunter a resident who lives in Oak Hill Lake off of Woodson Road and 71st Street and President of the Downtown Street Association recognized that there were significant needs for storm water improvement in the community. He felt that there should be separate funding sources for storm water and the Parks. He stated that it would be beneficial for ¼ cent sales tax for Parks and a separate ¼ cent ballot measure for storm water. He informed the Committee that it was his opinion that in 2010 the voters in Raytown thought that they were voting for funding for both parks and storm water control. He said the outcome of the Sales Tax funds going only to the Park Board since the 2010 election, and with no funding for storm water needs, has resulted in the voter not getting what they had voted to approve, i.e. which is funding for both entities.

The final presenter from the community was former alderman Gregg Walters. Mr. Walters recommended that the Committee needed to review and fully follow the ballot language from 2010. Mr. Walters told the Committee that he remembered the 2010 election and that the voters were of the opinion that the Sales Tax was certainly going to fund the parks and address the storm water needs of the city. Mr. Walters suggested that there would be credibility issues and concerns of the community as to any future tax ordinances presented by the city for a sales tax increase, or any tax for that matter, if this Committee failed to fix the current problem over the Sales Tax revenues.

After the comments of former Alderman Walters, the Committee adjourned at approximately 8:30 p.m., and the Committee rescheduled their third public hearing for January 12, 2016 at 6:30 p.m. pursuant to an Agenda to be published and posted pursuant to public meetings laws of Missouri.

Respectfully submitted,

Ralph A. Monaco, II
Committee Chairman

Agenda
Park/Storm Water Tax Committee
City Council Chambers
10000 E. 59th Street
January 12, 2016
6:30 p.m.

Regular Agenda

1. Review of Minutes from Meeting of December 22, 2015
2. Overview & Review of Discussions and Information Gathered to Date
3. Consideration of Recommendation to Board of Alderman
4. Schedule Follow-up Committee Meeting, if necessary
5. Adjournment

MINUTES OF STORM WATER/PARK BOARD TAX COMMITTEE
JANUARY 12, 2016

The Special Storm Water/Park Board Tax Committee (the "Committee") established by Mayor Michael D. McDonough held its fourth public meeting on January 12, 2016 in the City Council Chambers at Raytown City Hall pursuant to notice of the Committee Meeting published and posted in accordance with the Missouri Sunshine Laws. The meeting began at 6:43 p.m.

At the outset of the meeting the following members of the Committee were in attendance, to wit: Chairman, Ralph A. Monaco, II (the "Chairman"); representatives of the Raytown Park Board (the "Park Board"): George Mitchell and Michael Hanna; representatives of the Raytown Board of Alderman: Karen Black and Eric Teeman; and at large community citizens: Steve Knabe. At 7:24 p.m. the at large community citizen member, Angel Abercrombie, arrived at the Committee member.

After the Chairmen called the meeting to order, the Chairman had Committee member and Alderman Karen Black make a list of all documents and things in which the Committee had considered and reviewed from the outset of the formation of the Committee through the date of this fourth meeting. The following is the list of documents and things:

- The initial packet of materials presented to the Committee included the following documents:

    1. August 13, 2015 correspondence from City Attorney Joe Willerth to Mahesh Sharma providing an overview of the applicable storm water/parks city ordinance and opinion regarding same;
    2. Materials presented by the Park Board during the Park Board's 2010 bullet point presentation to the Raytown Board of Alderman;
    3. City of Raytown Request for Board Action, Substitute Bill No.: 6207-10, Section No.: III-A-9 dated April 15, 2010 (renewal of Sale's Tax);
    4. Bill No. 1051, Ordinance No. 97004 adopted by the City of Raymore, dated January 21, 1997; and
    5. Copy of RSMo. §644.032 (the applicable Missouri storm water/park board sales tax statute), and enabling laws enacted by the Missouri General Assembly and amendments thereto;
    6. Applicable City of Raytown ordinance adopted by the City in 2010, and copy of previously enacted city ordinances relating to storm water/parks sales tax;
    7. Copy of 1997 ordinance adopted by the City of Raymore as to division of sale's tax between storm water and parks;
    8. Copy of breakdown of 1/8 cent sales tax; and
    9. Reviewed May 12, 2010 newspaper article from the Raytown Times regarding renewal of the storm water/parks sales tax.

- At the initial meeting of the Committee, Mr. Alan Thompson also provided a copy of the Park Board's 2010 political advertisement used to promote the renewal of the sales tax;

- At the second Committee meeting the members considered the following documents and presentations:

    1. Presentation by Jason Henson of Public Works and review of documents provided in said presentation including each storm water Master Plan and a map of the areas and projects that required the most need as based upon the 1996 Master Plan; and
    2. Presentation by Mr. George Mitchell as President of the Raytown Park Board that included budget issues, allocation of revenues to park projects, including the sales tax revenue, and a further review of the documents presented by the Park Board during its bullet point presentation to the Board of Alderman in 2010.

- The Committee reviewed the Memorandum of Understanding entered into by and between the Board of Alderman and the Parks Board dated March 6, 2102.

- Prior to the final meeting of the Committee held on January 12, 2016, the Chairman had received an e-mail from Mr. Alan Thompson dated January 6, 2016, and a copy of the same was reviewed by the Committee along with the Chairman's response to the e-mail. Mr. Thompson's e-mail had raised questions as to whether the City of Raytown was receiving the sales tax revenue from the water districts in Raytown.

The first issue considered by the Committee was with respect to the e-mail communication received from Mr. Thompson dated January 6, 2016. The Chairman informed the Committee that he had placed a call to the Mayor inquiring about this matter. During the early moments of the meeting, the Mayor called the Chairman back, and whereupon, a conference call was held with all members of the Committee, except Angel Abercrombie, participating. The Mayor advised the Committee that he had spoken with Mr. Laughry of the City of Raytown. Mr. Laughry had related that the storm water/parks sales tax did not generate additional tax revenues for the water districts, and that the renewed sales tax was merely an extension of the existing sales tax that had already been collected by the City. In other words there was no revenue being generated by the sales tax that was not being paid to the City of Raytown by the two (2) water districts.

The Chairman next announced whether there was anything further that the Committee needed to consider before making a decision on whether to proceed with a recommendation to the Board of Alderman. Each Committee member expressed the belief that the process had gone

well, had been transparent and no further information was required to move forward with a recommendation. During this discussion, Angel Abercrombie arrived.

Committee member Steve Knabe then made the following Motion that was seconded by Alderman Eric Teeman.

> **It is hereby recommended to the Raytown Board of Alderman that 75% of the sales tax revenue generated by the storm water/parks sales tax be allocated to the Parks Board and that 25% of the sales tax revenue generated by the storm water/parks sales tax be allocated to storm water, with the sum of $200,000 being guaranteed to the Parks Board each year, and with the Committee further strongly recommending that the Board of Alderman investigate additional sources of revenue dedicated exclusively to storm water control, and that the Parks Board investigate additional sources of revenue dedicated exclusively to the Parks Board.**

Following discussion on the above Motion, the vote was taken by roll call of the members of the Committee. The Motion passed by a vote of 5-1, with Committee Member Michael Hanna being the lone no vote. Following the vote, Mr. Hanna informed the Committee that despite his negative vote, he would support the decision and recommendation of the Committee.

At the conclusion of the vote, the Chairman announced that he would be submitting the minutes and record of the Motion and the Committee's recommendation to the members of the Committee for approval, and once approved the Chairman would present the record of the minutes of each Committee hearing and the Committee's final recommendation to the Mayor and Raytown Board of Alderman.

There being no further business of the Committee, the Committee adjourned sine die.

Respectfully submitted,

Ralph A. Monaco, II
Committee Chairman