

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
APRIL 18, 2017
REGULAR SESSION NO. 48
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Invocation
Pledge of Allegiance
Roll Call

Proclamations/Presentations

- ★ A Proclamation of appreciation to Aldermen Janet Emerson for her service as Acting President of the Board of Aldermen during 2016-2017

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 April 11, 2017 Board of Aldermen meeting minutes.

REGULAR AGENDA

2. REPORT OF CERTIFIED ELECTION RESULTS FOR CANDIDATES FROM THE APRIL 4, 2017 ELECTION

- ★ A motion to accept the certified election results as read by the City Clerk is in order.

PRESENTATION TO OUTGOING ALDERMAN

Presentation to Alderman Janet Emerson

ADMINISTRATION OF OATH OF OFFICE TO NEWLY ELECTED OFFICIALS

Alderman Ward I

Frank Hunt

Alderman Ward II

Jason Greene

Alderman Ward III

Ryan Myers

Alderman Ward IV

Bill Van Buskirk

Alderman Ward V

Bonnaye Mims

City Marshal

Jim Lynch

Municipal Judge

Traci Fann

ADJOURNMENT – SINE DIE

- ★ Mayor announces adjournment of the legislative body Sine die, no motion necessary. (Sine die (si-nee [or sin-ay] di-ee) is a Latin term for "without a day." It is a term to describe the finish of the legislative session.)

RECESS FOR ELECTED OFFICIALS RECEPTION

(Approximate time 7:45 p.m. - 30 Minutes)



OPENING SESSION

IMMEDIATELY FOLLOWING THE ELECTED OFFICIALS RECEPTION

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
APRIL 18, 2017
REGULAR SESSION No. 1
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
Immediately following the Elected Officials Reception

Roll Call

STUDY SESSION

2015-2016 Audit Presentation
Mize Houser & Company, P.A.
Briana Burrichter, Finance Director

LEGISLATIVE SESSION

REGULAR AGENDA

NEW BUSINESS

2. **Bill 6441-17, Section V-A: AN ORDINANCE** AUTHORIZING AND APPROVING A MUNICIPAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR STP-URBAN PROGRAM FUNDING FOR THE 83RD STREET BRIDGE. Point of Contact: Jason Hanson, Interim Public Works Director.
 - ★ Staff is requesting a suspension of the rules.
3. **Bill 6442-17, Section V-A: AN ORDINANCE** OF THE CITY OF RAYTOWN, MISSOURI, APPOINTING SPECIAL COUNSEL FOR LEGAL SERVICES RELATED TO THE REFUNDING OF 2007 TAX INCREMENT AND SALES TAX REVENUE BONDS AND THE FINANCING OF UPCOMING TRANSPORTATION PROJECTS AND AMEND THE FISCAL YEAR 2016-2017 BUDGET. Point of Contact: Briana Burrichter, Finance Director.
 - ★ Staff is requesting a suspension of the rules.
4. **R-2967-17: A RESOLUTION** APPOINTING A MEMBER OF THE BOARD OF ALDERMEN TO THE POSITION OF ACTING PRESIDENT FOR A TERM OF ONE YEAR OR UNTIL A SUCCESSOR IS APPOINTED. Point of Contact: Teresa Henry.
5. **R-2968-17: A RESOLUTION** AUTHORIZING AND APPROVING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH S & A CONTRACTING, LLC FOR THE 59TH STREET SIDEWALK PROJECT IN AN AMOUNT NOT TO EXCEED \$352,000.00 AND AMEND THE 2016-2017 FISCAL YEAR BUDGET. Point of Contact: Jason Hanson, Interim Public Works Director.
6. **R-2969-17: A RESOLUTION** AUTHORIZING AND APPROVING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH GUNTER CONSTRUCTION COMPANY FOR THE BLUE RIDGE BIKE LANES PROJECT IN AN AMOUNT NOT TO EXCEED \$775,000.00 AND AMEND THE 2016-2017 FISCAL YEAR BUDGET. Point of Contact: Jason Hanson, Interim Public Works Director.
7. **R-2970-17: A RESOLUTION** AUTHORIZING AND APPROVING THE CONTINUATION OF AN EXISTING AGREEMENT WITH MIDWEST ANIMAL RESQ FOR ANIMAL ADOPTION SERVICES FOR FISCAL YEAR 2016-2017 BUDGET. Point of Contact: Ray Haydaripoor, Community Development Director.

ADJOURNMENT

DRAFT
MINUTES
RAYTOWN BOARD OF ALDERMEN
APRIL 11, 2017
REGULAR SESSION No. 47
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Mayor Michael McDonough called the April 11, 2017 Board of Aldermen meeting to order at 7:02 p.m. Pat Jackson, of the Raytown Community Interfaith Alliance, provided the invocation and the Mayor led the pledge of allegiance.

Roll Call

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

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

Absent: None

Proclamations & Presentations

- A Proclamation recognizing Romeo Bagunu for the Missouri Scholars 100 Program
- A Proclamation recognizing Raytown High School Student Council-Gold Award
- A Proclamation recognizing National Telecommunicator Week
- A Proclamation recognizing Raytown School District 2017-2018 Teacher of the Year

Public Comments

Dorinda Nicholson and Pat Jackson, 6429 Blue Ridge Blvd, in their capacity as members of the Raytown Interfaith Alliance, announced the 2017 Egg Extravaganza event: 11 a.m. parade, 12 p.m. Mayor's children's book reading, 1 p.m. egg hunt. They also spoke in remembrance of Alderman Steve Mock. The Mayor's Prayer breakfast will be held at Good Shepherd Community of Christ on May 4 at 7 a.m.

Communication from the Mayor

The Mayor attended the following events and meetings:

March 21, Crane Brewery fundraiser for the Shark Swim team and Woodson Estates pool maintenance.

March 21, Hope House fundraiser for domestic violence outreach, with Chief Lynch

March 22, Chamber Luncheon and the Citizen's Advisory Committee

March 24, School district's Legislative Breakfast

March 26, spoke at Nicholas Koenig's Eagle Court of Honor with Boy Scout Troop 469

March 28, Jackson County League of Women Voters Candidate Forum

April 1, World War I commemorative event

April 7, 20th annual telecommunication awards

April 8, REAP volunteer appreciation luncheon

The Mayor recognized Nash Overfield for attending the meeting in his effort to complete the Eagle Scout requirements.

Communication from the City Administrator

Columbia Capital has been selected as the recommendation to the Board to provide financial advisory services to the City. An EMS billing firm has also been selected and their contract will be brought to the Board in the future. Interviews for the Public Works Director position are being conducted this week.

Committee Reports

Alderman Aziere spoke regarding the World War I commemorative event and the importance of remembering our shared history.

Alderman Meyers reiterated the 2017 Egg Extravaganza event schedule. Also, The Main Street Association is raffling-off two tickets for the upcoming Garth Brooks concert.

Alderman Teeman reported that the Budget Committee held a recent, productive meeting on upcoming projects.

Alderman Van Buskirk attended the 83rd Street Bridge Project's public meeting where Tony Mesa, Jason Hanson and other project representatives were available to answer questions about the project.

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 April 11, 2017 Board of Aldermen meeting minutes.

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

Ayes: Aldermen Black, Emerson, Teeman, Moore, Greene, Van Buskirk, Aziere, Meyers
Nays: None

REGULAR AGENDA

NEW BUSINESS

2. **R-2959-17: A RESOLUTION** AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN COLUMBIA CAPITAL AND THE CITY OF RAYTOWN FOR FINANCIAL ADVISORY SERVICES AND AMEND THE FISCAL YEAR 2016-2017. Point of Contact: Briana Burrichter, Finance Director.

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

Briana Burrichter, Finance Director, read the RBA and remained available for any discussion along with Jim Prichard and Khalen Dwyer from Columbia Capital.

Discussion clarified Columbia Capital's plan to provide savings to the City with a flat-fee rate for their services. The flat-fee contract states that Columbia Capital will be paid for their services after the transactions close. Hourly rates will be applied for non-transaction related work.

Alderman Teeman, seconded by Alderman Van Buskirk, made a motion to adopt. The motion was approved by a vote of 7-1.

Ayes: Aldermen Teeman, Van Buskirk, Aziere, Black, Meyers, Greene, Emerson
Nays: Alderman Moore

3. **R-2960-17: A RESOLUTION ESTABLISHING THE RATES FOR MEDICAL AND DENTAL INSURANCE FOR THE INSURANCE PLAN YEAR FROM JULY 1, 2017 TO JUNE 30, 2018.** Point of Contact: Debbie Duncan, Human Resource Manager.

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

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

An updated RBA was included to update the opt-out amounts offered to the employees based on MPR's cap for opt-out incentives.

Alderman Van Buskirk, seconded by Alderman Emerson, made a motion to adopt Option 1. The motion was approved by a vote of 8-0.

Ayes: Aldermen Van Buskirk, Emerson, Black, Aziere, Greene, Moore, Meyers, Teeman

Nays: None

4. **R-2961-17: A RESOLUTION AMENDING THE FISCAL YEAR 2016-2017 BUDGET RELATED TO THE POLICE PENSION FUND IN THE AMOUNT OF \$45,272.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$608,134.00 FOR FISCAL YEAR 2016-2017.** Point of Contact: Jim Lynch, Police Chief.

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

Jim Lynch, Chief of Police, remained available for any discussion.

Discussion included that it would be difficult to predict the final amounts needed for the fund and so each spring will likely continue to require resolutions for unbudgeted amounts. As the fund continues to require unbudgeted amounts, the City should consider amending which accounts the fund is spread across. The pension actuary will be asked to put together information regarding the fund's performance over the years along with a forecast into the future.

Alderman Moore, seconded by Alderman Teeman, made a motion to table the resolution to a date certain of May 2, 2017. The motion was approved by a vote of 8-0.

Ayes: Aldermen Moore, Teeman, Greene, Van Buskirk, Meyers, Aziere, Black, Emerson

Nays: None

5. **R-2962-17: A RESOLUTION AMENDING THE FISCAL YEAR 2016-2017 BUDGET RELATED TO THE EXPENDITURE OF FUNDS WITH THE KANSAS CITY MISSOURI POLICE DEPARTMENT CRIME LAB.** Point of Contact: Jim Lynch, Police Chief.

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

Jim Lynch, Chief of Police, along with Captain Michelle Rogers, remained available for any discussion.

Discussion explained that this funding comes from unused jail funds as use of the jail continues to decline.

Alderman Teeman, seconded by Alderman Greene, made a motion to adopt. The motion was approved by a vote of 8-0.

Ayes: Aldermen Teeman, Greene, Van Buskirk, Meyers, Moore, Emerson, Aziere, Black

Nays: None

6. **R-2963-17: A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH KANSAS CITY BOARD OF POLICE COMMISSIONERS IN AN AMOUNT NOT TO EXCEED \$67,750.00 FOR FISCAL YEAR 2016-2017.** Point of Contact: Jim Lynch, Police Chief.

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

Jim Lynch, Chief of Police, along with Captain Michelle Rogers, remained available for any discussion.

Discussion included that the Police Department hopes to be fully staffed in the next year. At the moment, they have one new hire they are preparing to interview.

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

Ayes: Aldermen Van Buskirk, Emerson, Greene, Moore, Teeman, Black, Aziere, Meyers
Nays: None

7. **R-2964-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF MOBILE AND PORTABLE RADIOS AND EQUIPMENT FROM MOTOROLA SOLUTIONS, INCORPORATED OFF THE JOHNSON COUNTY KANSAS RADIO AND ACCESSORIES CONTRACT IN AN AMOUNT NOT TO EXCEED \$84,185.00. Point of Contact: Jim Lynch, Police Chief.

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

Jim Lynch, Chief of Police, along with James Brafford, Director of Communications, remained available for any discussion.

Discussion clarified that the MARS Board is moving to make requirements in line with new federal standards for public safety and therefore the City's radio system requires this upgrade.

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

Ayes: Aldermen Teeman, Black, Aziere, Greene, Meyers, Emerson, Van Buskirk, Moore
Nays: None

8. **R-2965-17: A RESOLUTION** AUTHORIZING AND APPROVING THE FINAL SALT BARN BUILDING PAYMENT IN THE AMOUNT OF \$47,998.30 TO SUNTRUST EQUIPMENT FINANCE & LEADING CORP AND AMENDING THE FISCAL YEAR 2016-2017. Point of Contact: Jason Hanson, Interim Public Works Director.

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

Jason Hanson, Interim Public Works Director, remained available for any discussion.

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

Ayes: Aldermen Teeman, Meyers, Van Buskirk, Greene, Moore, Aziere, Black, Emerson
Nays: None

9. **R-2966-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF MATERIALS FROM VANCE BROTHERS, INC. FOR THE 2016 CHIP SEAL PROJECT IN AN AMOUNT NOT TO EXCEED \$54,862.47 FOR FISCAL YEAR 2016-2017. Point of Contact: Jason Hanson, Interim Public Works Director.

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

Jason Hanson, Interim Public Works Director, remained available for any discussion.

Discussion clarified that this 2016 project has been carried forward to Fall 2017 when all the areas planned for this project will be serviced.

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

Ayes: Aldermen Teeman, Emerson, Moore, Black, Meyers, Greene, Van Buskirk, Aziere

Nays: None

ADJOURNMENT

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

The meeting adjourned at 9:28 p.m.

Teresa M. Henry, MRCC
City Clerk

CITY OF RAYTOWN
Request for Board Action

Date: April 14, 2017

Motion and Roll Call Vote

To: Mayor and Board of Aldermen

From: Teresa M. Henry, City Clerk

Department Head Approval: _____

City Administrator Approval: _____

Action Requested: Motion and vote to accept the April 4, 2017 General Municipal Election results as certified by the Jackson County Election Board for the elected positions of Mayor, City Collector, Alderman Ward I, Alderman Ward II, Alderman Ward III, Alderman Ward IV and Alderman Ward V, City Marshal and Municipal Judge.

Recommendation: Motion and voice vote to accept.

Analysis: On April 4, 2017, the City held a General Municipal Election. The Jackson County Election Board certified the results of that election on April 14, 2017. Approval and acceptance of their certification is a formality that triggers the transition between offices within the City.

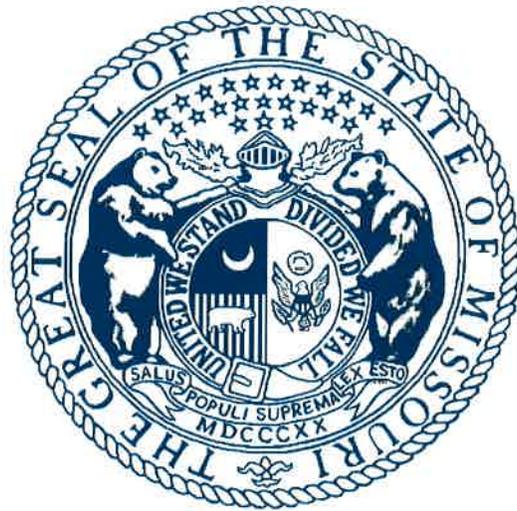
Alternatives: None

Budgetary Impact:

Not Applicable

Additional Reports Attached: Certified Election Results

**OFFICIAL
CERTIFICATION
GENERAL MUNICIPAL ELECTION
CITY OF RAYTOWN
STATE OF MISSOURI
County of Jackson**



Tuesday, April 4, 2017

**Jackson County Board of Election Commissioners
215 N. Liberty, P.O. Box 296
Independence, Missouri 64051**

**Mary Ellen Miller
Chairman**

**Colleen M. Scott
Secretary**

**Vacant
Member**

**Michael K. Whitehead
Member**

**Robert C. Nichols, Jr.
Director**

**Tammy L. Brown
Director**

Date: 4/11/2017
Time: 10:00:13 AM

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 4, 2017
April Election Day
Official Results

| | | Turnout | | | | RAYTOWN ALDERMAN WARD 1 | | | |
|-----------------------------|-------------|--------------|-----------|-------------|-------------|-------------------------|--------------|----------|--|
| | Reg. Voters | Ballots Cast | % Turnout | Reg. Voters | Total Votes | FRANK HUNT | GREG WALTERS | WRITE IN | |
| B5 07,08 Normal | 2001 | 464 | 23.19% | - | - | - | - | - | |
| Absentee | 2001 | - | - | - | - | - | - | - | |
| B5 09 B8 01,03,04 Normal | 2318 | 487 | 21.01% | - | - | - | - | - | |
| Absentee | 2318 | - | - | - | - | - | - | - | |
| B6 02 Normal | 902 | 142 | 15.74% | - | - | - | - | - | |
| Absentee | 902 | - | - | - | - | - | - | - | |
| B6 03 Normal | 2007 | 332 | 16.54% | - | - | - | - | - | |
| Absentee | 2007 | - | - | - | - | - | - | - | |
| B6 04 Normal | 1937 | 273 | 14.09% | - | - | - | - | - | |
| Absentee | 1937 | - | - | - | - | - | - | - | |
| B6 05 Normal | 1399 | 369 | 26.38% | - | - | - | - | - | |
| Absentee | 1399 | - | - | - | - | - | - | - | |
| B6 06 Normal | 1621 | 425 | 26.22% | - | - | - | - | - | |
| Absentee | 1621 | - | - | - | - | - | - | - | |
| B701,02 Normal | 1310 | 168 | 12.82% | - | - | - | - | - | |
| Absentee | 1310 | - | - | - | - | - | - | - | |
| B7 03,04 Normal | 2632 | 482 | 18.31% | - | - | - | - | - | |
| Absentee | 2632 | - | - | - | - | - | - | - | |
| B7 05,09 Normal | 2400 | 474 | 19.75% | - | - | - | - | - | |
| Absentee | 2400 | - | - | - | - | - | - | - | |
| B7 06,07 Normal | 1846 | 174 | 9.43% | - | - | - | - | - | |
| Absentee | 1846 | - | - | - | - | - | - | - | |
| B7 08 Normal | 1260 | 249 | 19.76% | - | - | - | - | - | |
| Absentee | 1260 | - | - | - | - | - | - | - | |
| B8 02 Normal | 1908 | 461 | 24.16% | - | - | - | - | - | |
| Absentee | 1908 | - | - | - | - | - | - | - | |

Turnout RAYTOWN ALDERMAN WARD 1

| | Reg. Voters | Ballots Cast | % Turnout | Reg. Voters | Total Votes | FRANK HUNT | GREG WALTERS | WRITE IN |
|---------------------|-------------|--------------|-----------|-------------|-------------|------------|--------------|----------|
| B8 06 Normal | 261 | 54 | 20.69% | - | - | - | - | - |
| B8 06 Absentee | 261 | - | - | - | - | - | - | - |
| B8 07 Normal | 2072 | 428 | 20.66% | - | - | - | - | - |
| B8 07 Absentee | 2072 | - | - | - | - | - | - | - |
| BR 01 Normal | 837 | 136 | 16.25% | 837 | 136 | 51 | 37.50% | 84 |
| BR 01 Absentee | 837 | - | - | 837 | 0 | 0 | 0 | 0 |
| BR 02 Normal | 1325 | 230 | 17.36% | 1325 | 229 | 117 | 51.09% | 111 |
| BR 02 Absentee | 1325 | - | - | 1325 | 0 | 0 | 0 | 0 |
| BR03 04 Normal | 1166 | 186 | 15.95% | 1015 | 158 | 104 | 65.82% | 52 |
| BR03 04 Absentee | 1166 | - | - | 1015 | 0 | 0 | 0 | 0 |
| BR05,06,20 Normal | 1399 | 225 | 16.08% | - | - | - | - | - |
| BR05,06,20 Absentee | 1399 | - | - | - | - | - | - | - |
| BR 07 Normal | 1080 | 222 | 20.56% | - | - | - | - | - |
| BR 07 Absentee | 1080 | - | - | - | - | - | - | - |
| BR08,13 Normal | 2786 | 466 | 16.73% | - | - | - | - | - |
| BR08,13 Absentee | 2786 | - | - | - | - | - | - | - |
| BR 09 Normal | 1089 | 158 | 14.51% | - | - | - | - | - |
| BR 09 Absentee | 1089 | - | - | - | - | - | - | - |
| BR 10 Normal | 1833 | 264 | 14.40% | - | - | - | - | - |
| BR 10 Absentee | 1833 | - | - | - | - | - | - | - |
| BR11,15 Normal | 1124 | 164 | 14.59% | - | - | - | - | - |
| BR11,15 Absentee | 1124 | - | - | - | - | - | - | - |
| BR 12 Normal | 1556 | 250 | 16.07% | - | - | - | - | - |
| BR 12 Absentee | 1556 | - | - | - | - | - | - | - |
| BR 14 Normal | 773 | 111 | 14.36% | - | - | - | - | - |
| BR 14 Absentee | 773 | - | - | - | - | - | - | - |

Statement of Votes Cast
 JACKSON COUNTY, MISSOURI
 GENERAL MUNICIPAL ELECTION

Date: 4/11/2017
 Time: 10:00:13 AM

APRIL 4, 2017
 April Election Day
 Official Results

| | Turnout | | RAYTOWN ALDERMAN WARD 1 | | | | | |
|---------------|-------------|--------------|-------------------------|-------------|-------------|------------|--------------|----------|
| | Reg. Voters | Ballots Cast | % Turnout | Reg. Voters | Total Votes | FRANK HUNT | GREG WALTERS | WRITE IN |
| BR16,17 | | | | | | | | |
| Normal | 1427 | 217 | 15.21% | - | - | - | - | - |
| Absentee | 1427 | - | - | - | - | - | - | - |
| BR18,19 | | | | | | | | |
| Normal | 1290 | 239 | 18.53% | - | - | - | - | - |
| Absentee | 1290 | - | - | - | - | - | - | - |
| FO01,02 | | | | | | | | |
| Normal | 446 | 118 | 26.46% | - | - | - | - | - |
| Absentee | 446 | - | - | - | - | - | - | - |
| FO03,04,05,09 | | | | | | | | |
| Normal | 1825 | 379 | 20.77% | - | - | - | - | - |
| Absentee | 1825 | - | - | - | - | - | - | - |
| FO 06,10 | | | | | | | | |
| Normal | 420 | 102 | 24.29% | - | - | - | - | - |
| Absentee | 420 | - | - | - | - | - | - | - |
| FO07 | | | | | | | | |
| Normal | 227 | 64 | 28.19% | - | - | - | - | - |
| Absentee | 227 | - | - | - | - | - | - | - |
| FO 08 | | | | | | | | |
| Normal | 1342 | 361 | 26.90% | - | - | - | - | - |
| Absentee | 1342 | - | - | - | - | - | - | - |
| PR 02 | | | | | | | | |
| Normal | 1199 | 181 | 15.10% | - | - | - | - | - |
| Absentee | 1199 | - | - | - | - | - | - | - |
| PR 03,04 | | | | | | | | |
| Normal | 2236 | 281 | 12.57% | - | - | - | - | - |
| Absentee | 2236 | - | - | - | - | - | - | - |
| PR 05 | | | | | | | | |
| Normal | 498 | 67 | 13.45% | - | - | - | - | - |
| Absentee | 498 | - | - | - | - | - | - | - |
| PR 06,09 | | | | | | | | |
| Normal | 3199 | 368 | 11.50% | - | - | - | - | - |
| Absentee | 3199 | - | - | - | - | - | - | - |
| PR 07 | | | | | | | | |
| Normal | 1776 | 215 | 12.11% | - | - | - | - | - |
| Absentee | 1776 | - | - | - | - | - | - | - |
| PR 08,10,11 | | | | | | | | |
| Normal | 2839 | 311 | 10.95% | - | - | - | - | - |
| Absentee | 2839 | - | - | - | - | - | - | - |

Statement of Votes Cast
 JACKSON COUNTY, MISSOURI
 GENERAL MUNICIPAL ELECTION
 APRIL 4, 2017
 April Election Day
 Official Results

Date: 4/11/2017
 Time: 10:00:13 AM

| Turnout | | RAYTOWN ALDERMAN WARD 1 | | | | | |
|-------------|--------------|-------------------------|-------------|-------------|------------|--------------|----------|
| Reg. Voters | Ballots Cast | % Turnout | Reg. Voters | Total Votes | FRANK HUNT | GREG WALTERS | WRITE IN |
| PR 12 | | | | | | | |
| Normal | 1543 | 11.15% | - | - | - | - | - |
| Absentee | 1543 | - | - | - | - | - | - |
| PR13,14 | | | | | | | |
| Normal | 2330 | 19.53% | - | - | - | - | - |
| Absentee | 2330 | - | - | - | - | - | - |
| PR 15 | | | | | | | |
| Normal | 732 | 22.40% | - | - | - | - | - |
| Absentee | 732 | - | - | - | - | - | - |
| PR 16 | | | | | | | |
| Normal | 971 | 18.13% | - | - | - | - | - |
| Absentee | 971 | - | - | - | - | - | - |
| PR 17 | | | | | | | |
| Normal | 1113 | 15.90% | - | - | - | - | - |
| Absentee | 1113 | - | - | - | - | - | - |
| PR 18 | | | | | | | |
| Normal | 1206 | 15.42% | - | - | - | - | - |
| Absentee | 1206 | - | - | - | - | - | - |
| PR 19 | | | | | | | |
| Normal | 2156 | 15.26% | - | - | - | - | - |
| Absentee | 2156 | - | - | - | - | - | - |
| PR 20 | | | | | | | |
| Normal | 1352 | 16.42% | - | - | - | - | - |
| Absentee | 1352 | - | - | - | - | - | - |
| PR 21,22 | | | | | | | |
| Normal | 2388 | 15.54% | - | - | - | - | - |
| Absentee | 2388 | - | - | - | - | - | - |
| PR23 | | | | | | | |
| Normal | 2088 | 12.64% | - | - | - | - | - |
| Absentee | 2088 | - | - | - | - | - | - |
| PR 24,25 | | | | | | | |
| Normal | 2410 | 10.95% | - | - | - | - | - |
| Absentee | 2410 | - | - | - | - | - | - |
| PR26 | | | | | | | |
| Normal | 1353 | 12.34% | - | - | - | - | - |
| Absentee | 1353 | - | - | - | - | - | - |
| PR 27 | | | | | | | |
| Normal | 2367 | 8.62% | - | - | - | - | - |
| Absentee | 2367 | - | - | - | - | - | - |

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| | Turnout | | RAYTOWN ALDERMAN WARD 1 | | | | | |
|------------|-------------|--------------|-------------------------|-------------|-------------|------------|--------------|----------|
| | Reg. Voters | Ballots Cast | % Turnout | Reg. Voters | Total Votes | FRANK HUNT | GREG WALTERS | WRITE IN |
| PR 28,29 | | | | | | | | |
| Normal | 3369 | 361 | 10.72% | - | - | - | - | - |
| Absentee | 3369 | - | - | - | - | - | - | - |
| PR30,31 | | | | | | | | |
| Normal | 2328 | 255 | 10.95% | - | - | - | - | - |
| Absentee | 2328 | - | - | - | - | - | - | - |
| PR 32 | | | | | | | | |
| Normal | 1698 | 146 | 8.60% | - | - | - | - | - |
| Absentee | 1698 | - | - | - | - | - | - | - |
| PR33,62 | | | | | | | | |
| Normal | 1094 | 157 | 14.35% | - | - | - | - | - |
| Absentee | 1094 | - | - | - | - | - | - | - |
| PR 34 | | | | | | | | |
| Normal | 1276 | 132 | 10.34% | - | - | - | - | - |
| Absentee | 1276 | - | - | - | - | - | - | - |
| PR 35,36 | | | | | | | | |
| Normal | 2358 | 241 | 10.22% | - | - | - | - | - |
| Absentee | 2358 | - | - | - | - | - | - | - |
| PR37 | | | | | | | | |
| Normal | 1483 | 226 | 15.24% | - | - | - | - | - |
| Absentee | 1483 | - | - | - | - | - | - | - |
| PR 38 | | | | | | | | |
| Normal | 1025 | 156 | 15.22% | - | - | - | - | - |
| Absentee | 1025 | - | - | - | - | - | - | - |
| PR 39 | | | | | | | | |
| Normal | 1799 | 304 | 16.90% | - | - | - | - | - |
| Absentee | 1799 | - | - | - | - | - | - | - |
| PR40,41,42 | | | | | | | | |
| Normal | 3796 | 642 | 16.91% | - | - | - | - | - |
| Absentee | 3796 | - | - | - | - | - | - | - |
| PR 43,45 | | | | | | | | |
| Normal | 2721 | 436 | 16.02% | - | - | - | - | - |
| Absentee | 2721 | - | - | - | - | - | - | - |
| PR44 | | | | | | | | |
| Normal | 1742 | 275 | 15.79% | - | - | - | - | - |
| Absentee | 1742 | - | - | - | - | - | - | - |
| PR46,59 | | | | | | | | |
| Normal | 1597 | 339 | 21.23% | - | - | - | - | - |
| Absentee | 1597 | - | - | - | - | - | - | - |

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| Turnout | | RAYTOWN ALDERMAN WARD 1 | | | | | | |
|---------------------|--------------|-------------------------|-------------|-------------|------------|--------------|----------|--|
| Reg. Voters | Ballots Cast | % Turnout | Reg. Voters | Total Votes | FRANK HUNT | GREG WALTERS | WRITE IN | |
| PR 47,48 | 1664 | 14.90% | - | - | - | - | - | |
| Normal | 1664 | - | - | - | - | - | - | |
| Absentee | | | | | | | | |
| PR 49 | 1518 | 29.38% | - | - | - | - | - | |
| Normal | 1518 | - | - | - | - | - | - | |
| Absentee | | | | | | | | |
| PR 50 | 1825 | 26.47% | - | - | - | - | - | |
| Normal | 1825 | - | - | - | - | - | - | |
| Absentee | | | | | | | | |
| PR51,52 | 1653 | 13.31% | - | - | - | - | - | |
| Normal | 1653 | - | - | - | - | - | - | |
| Absentee | | | | | | | | |
| PR53,54,55,56,57 | 1202 | 12.90% | - | - | - | - | - | |
| Normal | 1202 | - | - | - | - | - | - | |
| Absentee | | | | | | | | |
| PR60,61 VB 07,08,14 | 1362 | 10.87% | - | - | - | - | - | |
| Normal | 1362 | - | - | - | - | - | - | |
| Absentee | | | | | | | | |
| SN 06 | 125 | 11.20% | - | - | - | - | - | |
| Normal | 125 | - | - | - | - | - | - | |
| Absentee | | | | | | | | |
| SN 07,09 | 2090 | 13.16% | - | - | - | - | - | |
| Normal | 2090 | - | - | - | - | - | - | |
| Absentee | | | | | | | | |
| SN 08 | 1927 | 15.10% | - | - | - | - | - | |
| Normal | 1927 | - | - | - | - | - | - | |
| Absentee | | | | | | | | |
| SN 10,12 | 2975 | 14.52% | - | - | - | - | - | |
| Normal | 2975 | - | - | - | - | - | - | |
| Absentee | | | | | | | | |
| SN 11 | 1151 | 13.38% | - | - | - | - | - | |
| Normal | 1151 | - | - | - | - | - | - | |
| Absentee | | | | | | | | |
| SN 13,14 | 2205 | 12.88% | - | - | - | - | - | |
| Normal | 2205 | - | - | - | - | - | - | |
| Absentee | | | | | | | | |
| SN15,16,23 | 2921 | 11.19% | - | - | - | - | - | |
| Normal | 2921 | - | - | - | - | - | - | |
| Absentee | | | | | | | | |

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| | Turnout | | RAYTOWN ALDERMAN WARD 1 | | | | | |
|----------|-------------|--------------|-------------------------|-------------|-------------|------------|--------------|----------|
| | Reg. Voters | Ballots Cast | % Turnout | Reg. Voters | Total Votes | FRANK HUNT | GREG WALTERS | WRITE IN |
| SN 17 | | | | | | | | |
| Normal | 1051 | 122 | 11.61% | - | - | - | - | - |
| Absentee | 1051 | - | - | - | - | - | - | - |
| SN 18 | | | | | | | | |
| Normal | 1499 | 202 | 13.48% | - | - | - | - | - |
| Absentee | 1499 | - | - | - | - | - | - | - |
| SN19,25 | | | | | | | | |
| Normal | 1305 | 163 | 12.49% | - | - | - | - | - |
| Absentee | 1305 | - | - | - | - | - | - | - |
| SN 20 | | | | | | | | |
| Normal | 1434 | 150 | 10.46% | - | - | - | - | - |
| Absentee | 1434 | - | - | - | - | - | - | - |
| SN 21 | | | | | | | | |
| Normal | 1806 | 181 | 10.02% | - | - | - | - | - |
| Absentee | 1806 | - | - | - | - | - | - | - |
| SN 22,24 | | | | | | | | |
| Normal | 2310 | 306 | 13.25% | - | - | - | - | - |
| Absentee | 2310 | - | - | - | - | - | - | - |
| SN 26 | | | | | | | | |
| Normal | 987 | 184 | 18.64% | - | - | - | - | - |
| Absentee | 987 | - | - | - | - | - | - | - |
| SN 27 | | | | | | | | |
| Normal | 1630 | 220 | 13.50% | - | - | - | - | - |
| Absentee | 1630 | - | - | - | - | - | - | - |
| SN 28 | | | | | | | | |
| Normal | 1174 | 217 | 18.48% | - | - | - | - | - |
| Absentee | 1174 | - | - | - | - | - | - | - |
| SN 29 | | | | | | | | |
| Normal | 1386 | 127 | 9.16% | - | - | - | - | - |
| Absentee | 1386 | - | - | - | - | - | - | - |
| SN 30 | | | | | | | | |
| Normal | 1641 | 153 | 9.32% | - | - | - | - | - |
| Absentee | 1641 | - | - | - | - | - | - | - |
| SN 31 | | | | | | | | |
| Normal | 1755 | 214 | 12.19% | - | - | - | - | - |
| Absentee | 1755 | - | - | - | - | - | - | - |
| SN 32,33 | | | | | | | | |
| Normal | 1012 | 124 | 12.25% | - | - | - | - | - |
| Absentee | 1012 | - | - | - | - | - | - | - |

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| Turnout | | RAYTOWN ALDERMAN WARD 1 | | | | | | |
|---------------|--------------|-------------------------|-------------|-------------|------------|--------------|----------|--|
| Reg. Voters | Ballots Cast | % Turnout | Reg. Voters | Total Votes | FRANK HUNT | GREG WALTERS | WRITE IN | |
| SN34,35,36 | | | | | | | | |
| Normal | 596 | 52.68% | - | - | - | - | - | |
| Absentee | 596 | - | - | - | - | - | - | |
| SN 37,38 | | | | | | | | |
| Normal | 2675 | 5.76% | - | - | - | - | - | |
| Absentee | 2675 | - | - | - | - | - | - | |
| SN 39 | | | | | | | | |
| Normal | 1960 | 7.76% | - | - | - | - | - | |
| Absentee | 1960 | - | - | - | - | - | - | |
| SN40,50 | | | | | | | | |
| Normal | 237 | 17.72% | - | - | - | - | - | |
| Absentee | 237 | - | - | - | - | - | - | |
| SN 41 | | | | | | | | |
| Normal | 1018 | 4.52% | - | - | - | - | - | |
| Absentee | 1018 | - | - | - | - | - | - | |
| SN 42 | | | | | | | | |
| Normal | 1999 | 3.50% | - | - | - | - | - | |
| Absentee | 1999 | - | - | - | - | - | - | |
| SN43,46,47 | | | | | | | | |
| Normal | 1215 | 4.53% | - | - | - | - | - | |
| Absentee | 1215 | - | - | - | - | - | - | |
| SN 44,45 | | | | | | | | |
| Normal | 1599 | 5.25% | - | - | - | - | - | |
| Absentee | 1599 | - | - | - | - | - | - | |
| SN 48,49 | | | | | | | | |
| Normal | 1335 | 5.54% | - | - | - | - | - | |
| Absentee | 1335 | - | - | - | - | - | - | |
| VB01,12 | | | | | | | | |
| Normal | 474 | 11.39% | - | - | - | - | - | |
| Absentee | 474 | - | - | - | - | - | - | |
| VB02,03,04,13 | | | | | | | | |
| Normal | 1535 | 21.43% | - | - | - | - | - | |
| Absentee | 1535 | - | - | - | - | - | - | |
| VB 09 | | | | | | | | |
| Normal | 445 | 36.18% | - | - | - | - | - | |
| Absentee | 445 | - | - | - | - | - | - | |
| VB10,11,19 | | | | | | | | |
| Normal | 2090 | 15.12% | - | - | - | - | - | |
| Absentee | 2090 | - | - | - | - | - | - | |

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| | Reg. Voters | Total Votes | BILL VAN BUSKIRK | CHUCK HENSS | WRITE IN |
|-------------|-------------|-------------|------------------|-------------|----------|
| B306.07 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B3 08,09 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B4 02 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B4 03 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B4 04 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B4 05 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B4 06,07 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B4 08,09 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B4 10 B6 01 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B5 01,02 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B5 03,04 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B5 05 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B5 06 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |

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RAYTOWN ALDERMAN WARD 4

| | Reg. Voters | Total Votes | BILL VAN BUSKIRK | CHUCK HENSS | WRITE IN |
|-------------------|-------------|-------------|------------------|-------------|----------|
| B5 07,08 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B5 09 B8 01,03,04 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B6 02 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B6 03 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B6 04 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B6 05 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B6 06 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B701,02 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B7 03,04 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B7 05,09 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B7 06,07 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B7 08 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B8 02 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |

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| | Reg. Voters | Total Votes | BILL VAN BUSKIRK | CHUCK HENSS | WRITE IN |
|------------|-------------|-------------|------------------|-------------|----------|
| B8 06 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| B8 07 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| BR 01 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| BR 02 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| BR03,04 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| BR05,06,20 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| BR 07 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| BR08,13 | | | | | |
| Normal | 1170 | 215 | 158 73.49% | 57 26.51% | 0 |
| Absentee | 1170 | 0 | 0 | 0 | 0 |
| BR 09 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| BR 10 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| BR11,15 | | | | | |
| Normal | 192 | 24 | 12 50.00% | 12 50.00% | 0 |
| Absentee | 192 | 0 | 0 | 0 | 0 |
| BR 12 | | | | | |
| Normal | 1556 | 247 | 176 71.26% | 71 28.74% | 0 |
| Absentee | 1556 | 0 | 0 | 0 | 0 |
| BR 14 | | | | | |
| Normal | 773 | 111 | 72 64.86% | 38 34.23% | 1 0.90% |
| Absentee | 773 | 0 | 0 | 0 | 0 |

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| | Reg. Voters | Total Votes | BILL VAN BUSKIRK | CHUCK HENSS | WRITE IN |
|---------------|-------------|-------------|------------------|-------------|----------|
| BR16,17 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| BR18,19 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| FO01,02 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| FO03,04,05,09 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| FO 06,10 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| FO07 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| FO 08 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 02 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 03,04 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 05 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 06,09 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 07 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 08,10,11 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |

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| | Reg. Voters | Total Votes | BILL VAN BUSKIRK | CHUCK HENSS | WRITE IN |
|----------|-------------|-------------|------------------|-------------|----------|
| PR 12 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR13,14 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 15 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 16 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 17 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 18 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 19 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 20 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 21,22 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR23 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 24,25 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR26 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 27 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |

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| | Reg. Voters | Total Votes | BILL VAN BUSKIRK | CHUCK HENSS | WRITE IN |
|------------|-------------|-------------|------------------|-------------|----------|
| PR 28,29 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR30,31 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 32 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR33,62 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 34 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 35,36 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR37 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 38 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 39 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR40,41,42 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 43,45 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR44 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR46,59 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |

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|---------------------|-------------|-------------|------------------|-------------|----------|
| PR 47,48 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 49 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR 50 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR51,52 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR53,54,55,56,57 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| PR60,61 VB 07,08,14 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| SN 06 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| SN 07,09 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| SN 08 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| SN 10,12 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| SN 11 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| SN 13,14 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| SN15,16,23 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |

Statement of Votes Cast
 JACKSON COUNTY, MISSOURI
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RAYTOWN ALDERMAN WARD 4

| | Reg. Voters | Total Votes | BILL VAN BUSKIRK | CHUCK HENSS | WRITE IN |
|----------|-------------|-------------|------------------|-------------|----------|
| SN 17 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| SN 18 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| SN 19,25 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| SN 20 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| SN 21 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| SN 22,24 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| SN 26 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| SN 27 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| SN 28 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| SN 29 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| SN 30 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| SN 31 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| SN 32,33 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |

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RAYTOWN ALDERMAN WARD 4

| | Reg. Voters | Total Votes | BILL VAN BUSKIRK | CHUCK HENSS | WRITE IN |
|---------------|-------------|-------------|------------------|-------------|----------|
| SN34,35,36 | - | - | - | - | - |
| Normal | - | - | - | - | - |
| Absentee | - | - | - | - | - |
| SN 37,38 | - | - | - | - | - |
| Normal | - | - | - | - | - |
| Absentee | - | - | - | - | - |
| SN 39 | - | - | - | - | - |
| Normal | - | - | - | - | - |
| Absentee | - | - | - | - | - |
| SN40,50 | - | - | - | - | - |
| Normal | - | - | - | - | - |
| Absentee | - | - | - | - | - |
| SN 41 | - | - | - | - | - |
| Normal | - | - | - | - | - |
| Absentee | - | - | - | - | - |
| SN 42 | - | - | - | - | - |
| Normal | - | - | - | - | - |
| Absentee | - | - | - | - | - |
| SN43,46,47 | - | - | - | - | - |
| Normal | - | - | - | - | - |
| Absentee | - | - | - | - | - |
| SN 44,45 | - | - | - | - | - |
| Normal | - | - | - | - | - |
| Absentee | - | - | - | - | - |
| SN 48,49 | - | - | - | - | - |
| Normal | - | - | - | - | - |
| Absentee | - | - | - | - | - |
| VB01,12 | - | - | - | - | - |
| Normal | - | - | - | - | - |
| Absentee | - | - | - | - | - |
| VB02,03,04,13 | - | - | - | - | - |
| Normal | - | - | - | - | - |
| Absentee | - | - | - | - | - |
| VB 09 | - | - | - | - | - |
| Normal | - | - | - | - | - |
| Absentee | - | - | - | - | - |
| VB10,11,19 | - | - | - | - | - |
| Normal | - | - | - | - | - |
| Absentee | - | - | - | - | - |

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RAYTOWN ALDERMAN WARD 4

| | Reg. Voters | Total Votes | BILL VAN BUSKIRK | CHUCK HENSS | WRITE IN |
|----------|-------------|-------------|------------------|-------------|----------|
| WA 01 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| WA 02 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| WA 03,04 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| WA05,06 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| WA 07 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| WA 08 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| WA 09 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| WA 10 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| WA 11 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| WA 12 | | | | | |
| Normal | | | | | |
| Absentee | | | | | |
| ABSENTEE | | | | | |
| Normal | 0 | 0 | 0 | 0 | 0 |
| Absentee | 0 | 27 | 23 | 4 | 0 |
| Total | 3691 | 597 | 418 | 178 | 1 |
| Normal | 3691 | 27 | 23 | 4 | 0 |
| Absentee | 3691 | 624 | 441 | 182 | 1 |
| Total | | | 70.02% | 29.82% | 0.17% |
| | | | 85.19% | 14.81% | |
| | | | 70.67% | 29.17% | 0.15% |

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RAYTOWN ALDERMAN WARD 5

RAYTOWN MUNICIPAL JUDGE

| | Reg. Voters | Total Votes | PHYLIS GOFORTH | BONNAYE MIMS | DIANE KRIZEK | WRITE IN | Reg. Voters | Total Votes | TRACI FANN | WRITE IN |
|---------------------|-------------|-------------|----------------|--------------|--------------|----------|-------------|-------------|------------|----------|
| B8 06 Normal | - | - | - | - | - | - | - | - | - | - |
| B8 06 Absentee | - | - | - | - | - | - | - | - | - | - |
| B8 07 Normal | - | - | - | - | - | - | - | - | - | - |
| B8 07 Absentee | - | - | - | - | - | - | - | - | - | - |
| BR 01 Normal | - | - | - | - | - | - | 837 | 111 | 110 | 99.10% |
| BR 01 Absentee | - | - | - | - | - | - | 837 | 0 | 0 | - |
| BR 02 Normal | - | - | - | - | - | - | 1325 | 185 | 180 | 97.30% |
| BR 02 Absentee | - | - | - | - | - | - | 1325 | 0 | 0 | - |
| BR03,04 Normal | - | - | - | - | - | - | 1166 | 152 | 149 | 98.03% |
| BR03,04 Absentee | - | - | - | - | - | - | 1166 | 0 | 0 | - |
| BR05,06,20 Normal | - | - | - | - | - | - | 1399 | 186 | 182 | 97.85% |
| BR05,06,20 Absentee | - | - | - | - | - | - | 1399 | 0 | 0 | - |
| BR 07 Normal | - | - | - | - | - | - | 1080 | 176 | 171 | 97.16% |
| BR 07 Absentee | - | - | - | - | - | - | 1080 | 0 | 0 | - |
| BR08,13 Normal | - | - | - | - | - | - | 2786 | 373 | 368 | 98.66% |
| BR08,13 Absentee | - | - | - | - | - | - | 2786 | 0 | 0 | - |
| BR 09 Normal | - | - | - | - | - | - | 1089 | 142 | 139 | 97.89% |
| BR 09 Absentee | - | - | - | - | - | - | 1089 | 0 | 0 | - |
| BR 10 Normal | - | - | - | - | - | - | 1833 | 211 | 202 | 95.73% |
| BR 10 Absentee | - | - | - | - | - | - | 1833 | 0 | 0 | - |
| BR11,15 Normal | 932 | 139 | 29 | 20.86% | 40 | 28.78% | 1124 | 134 | 130 | 97.01% |
| BR11,15 Absentee | 932 | 0 | 0 | - | 0 | 0 | 1124 | 0 | 0 | - |
| BR 12 Normal | - | - | - | - | - | - | 1556 | 207 | 197 | 95.17% |
| BR 12 Absentee | - | - | - | - | - | - | 1556 | 0 | 0 | - |
| BR 14 Normal | - | - | - | - | - | - | 773 | 91 | 89 | 97.80% |
| BR 14 Absentee | - | - | - | - | - | - | 773 | 0 | 0 | - |

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| | Reg. Voters | Total Votes | JIM LYNCH | WRITE IN |
|-------------------|-------------|-------------|-----------|----------|
| Jurisdiction Wide | | | | |
| B1 01,02,04 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B1 03,09 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B1 05 B4 01 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B106,07,08 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B2 01,02 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B203,04 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B205 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B2 06,07 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B3 01 B6 07 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B3 02 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B3 03 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B3 04,05 | | | | |
| Normal | | | | |
| Absentee | | | | |

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| | Reg. Voters | Total Votes | JIM LYNCH | WRITE IN |
|-------------|-------------|-------------|-----------|----------|
| B306,07 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B3 08,09 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B4 02 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B4 03 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B4 04 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B4 05 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B4 06,07 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B4 08,09 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B4 10 B6 01 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B5 01,02 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B5 03,04 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B5 05 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B5 06 | | | | |
| Normal | | | | |
| Absentee | | | | |

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| | Reg. Voters | Total Votes | JIM LYNCH | WRITE IN |
|-------------------|-------------|-------------|-----------|----------|
| B5 07,08 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B5 09 B8 01,03,04 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B6 02 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B6 03 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B6 04 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B6 05 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B6 06 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B701,02 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B7 03,04 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B7 05,09 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B7 06,07 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B7 08 | | | | |
| Normal | | | | |
| Absentee | | | | |
| B8 02 | | | | |
| Normal | | | | |
| Absentee | | | | |

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RAYTOWN CITY MARSHAL

| | Reg. Voters | Total Votes | JIM LYNCH | WRITE IN |
|------------|-------------|-------------|-----------|----------|
| B8 06 | | | | |
| Normal | - | - | - | - |
| Absentee | - | - | - | - |
| B8 07 | | | | |
| Normal | - | - | - | - |
| Absentee | - | - | - | - |
| BR 01 | | | | |
| Normal | 837 | 115 | 112 | 97.39% |
| Absentee | 837 | 0 | 0 | - |
| BR 02 | | | | |
| Normal | 1325 | 195 | 188 | 96.41% |
| Absentee | 1325 | 0 | 0 | - |
| BR03,04 | | | | |
| Normal | 1166 | 150 | 143 | 95.33% |
| Absentee | 1166 | 0 | 0 | - |
| BR05,06,20 | | | | |
| Normal | 1399 | 189 | 186 | 96.41% |
| Absentee | 1399 | 0 | 0 | - |
| BR 07 | | | | |
| Normal | 1080 | 174 | 166 | 95.40% |
| Absentee | 1080 | 0 | 0 | - |
| BR08,13 | | | | |
| Normal | 2786 | 381 | 376 | 96.69% |
| Absentee | 2786 | 0 | 0 | - |
| BR 09 | | | | |
| Normal | 1089 | 132 | 130 | 98.48% |
| Absentee | 1089 | 0 | 0 | - |
| BR 10 | | | | |
| Normal | 1833 | 212 | 198 | 93.40% |
| Absentee | 1833 | 0 | 0 | - |
| BR11,15 | | | | |
| Normal | 1124 | 136 | 130 | 95.59% |
| Absentee | 1124 | 0 | 0 | - |
| BR 12 | | | | |
| Normal | 1556 | 214 | 203 | 94.86% |
| Absentee | 1556 | 0 | 0 | - |
| BR 14 | | | | |
| Normal | 773 | 92 | 87 | 94.57% |
| Absentee | 773 | 0 | 0 | - |

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| | Reg. Voters | Total Votes | JIM LYNCH | WRITE IN |
|---------------|-------------|-------------|-----------|----------|
| BR16,17 | 1427 | 183 | 182 | 1 |
| Normal | | | 99.45% | 0.55% |
| Absentee | 1427 | 0 | 0 | 0 |
| BR18,19 | 1290 | 206 | 205 | 1 |
| Normal | | | 99.51% | 0.49% |
| Absentee | 1290 | 0 | 0 | 0 |
| FO01,02 | - | - | - | - |
| Normal | | | - | - |
| Absentee | - | - | - | - |
| FO03,04,05,09 | - | - | - | - |
| Normal | | | - | - |
| Absentee | - | - | - | - |
| FO 06,10 | - | - | - | - |
| Normal | | | - | - |
| Absentee | - | - | - | - |
| FO07 | - | - | - | - |
| Normal | | | - | - |
| Absentee | - | - | - | - |
| FO 08 | - | - | - | - |
| Normal | | | - | - |
| Absentee | - | - | - | - |
| PR 02 | - | - | - | - |
| Normal | | | - | - |
| Absentee | - | - | - | - |
| PR 03,04 | - | - | - | - |
| Normal | | | - | - |
| Absentee | - | - | - | - |
| PR 05 | - | - | - | - |
| Normal | | | - | - |
| Absentee | - | - | - | - |
| PR 06,09 | - | - | - | - |
| Normal | | | - | - |
| Absentee | - | - | - | - |
| PR 07 | - | - | - | - |
| Normal | | | - | - |
| Absentee | - | - | - | - |
| PR 08,10,11 | - | - | - | - |
| Normal | | | - | - |
| Absentee | - | - | - | - |

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|----------|-------------|-------------|-----------|----------|
| PR 12 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR 13,14 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR 15 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR 16 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR 17 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR 18 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR 19 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR 20 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR 21,22 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR 23 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR 24,25 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR 26 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR 27 | | | | |
| Normal | | | | |
| Absentee | | | | |

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|------------|-------------|-------------|-----------|----------|
| PR 28,29 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR30,31 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR 32 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR33,62 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR 34 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR 35,36 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR37 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR 38 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR 39 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR40,41,42 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR 43,45 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR44 | | | | |
| Normal | | | | |
| Absentee | | | | |
| PR46,59 | | | | |
| Normal | | | | |
| Absentee | | | | |

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|---------------------|-------------|-------------|-----------|----------|
| PR 47,48 | | | | |
| Normal | - | - | - | - |
| Absentee | - | - | - | - |
| PR 49 | | | | |
| Normal | - | - | - | - |
| Absentee | - | - | - | - |
| PR 50 | | | | |
| Normal | - | - | - | - |
| Absentee | - | - | - | - |
| PR51,52 | | | | |
| Normal | - | - | - | - |
| Absentee | - | - | - | - |
| PR53,54,55,56,57 | | | | |
| Normal | - | - | - | - |
| Absentee | - | - | - | - |
| PR60,61 VB 07,08,14 | | | | |
| Normal | - | - | - | - |
| Absentee | - | - | - | - |
| SN 06 | | | | |
| Normal | - | - | - | - |
| Absentee | - | - | - | - |
| SN 07,09 | | | | |
| Normal | - | - | - | - |
| Absentee | - | - | - | - |
| SN 08 | | | | |
| Normal | - | - | - | - |
| Absentee | - | - | - | - |
| SN 10,12 | | | | |
| Normal | - | - | - | - |
| Absentee | - | - | - | - |
| SN 11 | | | | |
| Normal | - | - | - | - |
| Absentee | - | - | - | - |
| SN 13,14 | | | | |
| Normal | - | - | - | - |
| Absentee | - | - | - | - |
| SN15,16,23 | | | | |
| Normal | - | - | - | - |
| Absentee | - | - | - | - |

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|----------|-------------|-------------|-----------|----------|
| SN 17 | | | | |
| Normal | | | | |
| Absentee | | | | |
| SN 18 | | | | |
| Normal | | | | |
| Absentee | | | | |
| SN19,25 | | | | |
| Normal | | | | |
| Absentee | | | | |
| SN 20 | | | | |
| Normal | | | | |
| Absentee | | | | |
| SN 21 | | | | |
| Normal | | | | |
| Absentee | | | | |
| SN 22,24 | | | | |
| Normal | | | | |
| Absentee | | | | |
| SN 26 | | | | |
| Normal | | | | |
| Absentee | | | | |
| SN 27 | | | | |
| Normal | | | | |
| Absentee | | | | |
| SN 28 | | | | |
| Normal | | | | |
| Absentee | | | | |
| SN 29 | | | | |
| Normal | | | | |
| Absentee | | | | |
| SN 30 | | | | |
| Normal | | | | |
| Absentee | | | | |
| SN 31 | | | | |
| Normal | | | | |
| Absentee | | | | |
| SN 32,33 | | | | |
| Normal | | | | |
| Absentee | | | | |

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| | Reg. Voters | Total Votes | JIM LYNCH | WRITE IN |
|---------------|-------------|-------------|-----------|----------|
| SN34,35,36 | | | | |
| Normal | | | | |
| Absentee | | | | |
| SN 37,38 | | | | |
| Normal | | | | |
| Absentee | | | | |
| SN 39 | | | | |
| Normal | | | | |
| Absentee | | | | |
| SN40,50 | | | | |
| Normal | | | | |
| Absentee | | | | |
| SN 41 | | | | |
| Normal | | | | |
| Absentee | | | | |
| SN 42 | | | | |
| Normal | | | | |
| Absentee | | | | |
| SN43,46,47 | | | | |
| Normal | | | | |
| Absentee | | | | |
| SN 44,45 | | | | |
| Normal | | | | |
| Absentee | | | | |
| SN 48,49 | | | | |
| Normal | | | | |
| Absentee | | | | |
| VB01,12 | | | | |
| Normal | | | | |
| Absentee | | | | |
| VB02,03,04,13 | | | | |
| Normal | | | | |
| Absentee | | | | |
| VB 09 | | | | |
| Normal | | | | |
| Absentee | | | | |
| VB10,11,19 | | | | |
| Normal | | | | |
| Absentee | | | | |

Statement of Votes Cast
 JACKSON COUNTY, MISSOURI
 GENERAL MUNICIPAL ELECTION

Date: 4/11/2017
 Time: 10:00:13 AM

APRIL 4, 2017
 April Election Day
 Official Results

RAYTOWN CITY MARSHAL

| | Reg. Voters | Total Votes | JIM LYNCH | WRITE IN |
|----------|-------------|-------------|-----------|----------|
| WA 01 | | | | |
| Normal | | | | |
| Absentee | | | | |
| WA 02 | | | | |
| Normal | | | | |
| Absentee | | | | |
| WA 03,04 | | | | |
| Normal | | | | |
| Absentee | | | | |
| WA05,06 | | | | |
| Normal | | | | |
| Absentee | | | | |
| WA 07 | | | | |
| Normal | | | | |
| Absentee | | | | |
| WA 08 | | | | |
| Normal | | | | |
| Absentee | | | | |
| WA 09 | | | | |
| Normal | | | | |
| Absentee | | | | |
| WA 10 | | | | |
| Normal | | | | |
| Absentee | | | | |
| WA 11 | | | | |
| Normal | | | | |
| Absentee | | | | |
| WA 12 | | | | |
| Normal | | | | |
| Absentee | | | | |
| ABSENTEE | | | | |
| Normal | 0 | 0 | 0 | 0 |
| Absentee | 0 | 108 | 108 | 100.00% |
| Total | 17685 | 2379 | 2306 | 96.93% |
| Normal | 17685 | 108 | 108 | 100.00% |
| Absentee | 17685 | 2487 | 2414 | 97.06% |
| Total | | | 73 | 2.94% |

**NOTICE OF GENERAL MUNICIPAL ELECTION
CITY OF RAYTOWN, MISSOURI
TUESDAY, APRIL 4, 2017**

Notice is hereby given to the registered qualified voters of the City of Raytown, Missouri, that the Board of Aldermen of said City has called a General Municipal Election to be held on Tuesday, April 4, 2017. 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
GENERAL MUNICIPAL ELECTION
TUESDAY, APRIL 4, 2017**

FOR ALDERMAN - WARD 1

**FRANK HUNT
GREG WALTERS
WRITE-IN**

FOR ALDERMAN - WARD 2

**JASON GREENE
LORETHA V. HAYDEN
WRITE-IN**

FOR ALDERMAN - WARD 3

**JANET EMERSON
RYAN MYERS
WRITE-IN**

FOR ALDERMAN - WARD 4

**BILL VAN BUSKIRK
CHUCK HENSS
WRITE-IN**

FOR ALDERMAN - WARD 5

**PHYLIS GOFORTH
BONNAYE MIMS
DIANE KRIZEK
WRITE-IN**

FOR CITY MARSHAL

**JIM LYNCH
WRITE-IN**

FOR MUNICIPAL JUDGE

**TRACI FANN
WRITE-IN**

INSTRUCTIONS TO VOTERS

Using blue or black ink, completely fill in the box next to the candidate or question response of your choice like this:

Fill in the oval completely. DO NOT MARK OUTSIDE OF THE BOX. VOTE BOTH SIDES OF BALLOT, IF APPLICABLE.

To cast a vote for a write-in, use blue or black ink to fill the box corresponding to that office. Write in the candidate's name on the write-in line provided.

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

| <u>Pct</u> | <u>Name</u> | <u>Address</u> |
|--------------------------|---|-------------------------|
| BROOKING TOWNSHIP | | |
| 1 | Raytown Library | 6131 Raytown Rd |
| 2 | St Matthew's Episcopal Church | 9349 E 65th St |
| 3,4 | Our Lady of Lourdes Church | 7045 Blue Ridge Blvd |
| 5,6,20 | Raytown Central Middle School | 10601 E 59th St |
| 7 | River Christian Fellowship Community Campus | 6400 Woodson Rd |
| 8,13 | First Baptist Church of Raytown | 10500 E State Route 350 |
| 9 | Woods Chapel Church Raytown Campus | 5413 Blue Ridge Cut Off |
| 10 | Raytown City Hall | 10000 E 59th St |
| 11,15 | Faith Presbyterian Church | 8301 James A Reed Rd |
| 12 | Spring Valley Baptist Church | 8801 E 79th St |
| 14 | Southwood Church of the Nazarene | 8201 Raytown Rd |
| 16,17 | Southwood United Church of Christ | 7904 Raytown Rd |
| 18,19 | Raytown South High School | 8211 Sterling Ave |

IN WITNESS WHEREOF, the Jackson County Board of Election Commissioners has caused its name to be hereunto signed and the official seal affixed this 24th day of January, 2017.

**JACKSON COUNTY BOARD
OF ELECTION COMMISSIONERS**

**Robert C. Nichols, Jr., Director
Tammy L. Brown, Director
ATTEST:
Colleen M. Scott, Secretary**

**Mary Ellen Miller, Chairman
Colleen M. Scott, Secretary
Vacant, Member
Michael K. Whitehead, 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.

**CITY OF RAYTOWN
Request for Board Action**

Date: April 14, 2017
To: Mayor and Board of Aldermen
From: Jason Hanson, Interim Director of Public Works

Bill No.: 6441-17
Section V-A

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____



Action Requested: Board of Aldermen approval of the MoDOT program grant agreement for the 83th Street Bridge Project.

Recommendation: Staff recommends approval as submitted.

Analysis: Before the Public Works department can put this 83th Street Bridge Project out to bid, an Ordinance must be executed by the City of Raytown to agree to enter into this grant agreement with MoDOT. Also, part of accepting the grant is to pay MARC a 0.5% (\$3000.00) project fee.

Alternatives: Do not approve the project and return grant funds in the amount of \$600,000.00

Budgetary Impact:

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

Additional Reports Attached: MoDOT cover letter, MoDOT Grant Program Agreement, MARC Invoice.

AN ORDINANCE AUTHORIZING AND APPROVING A MUNICIPAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR STP-URBAN PROGRAM FUNDING FOR THE 83RD STREET BRIDGE

WHEREAS, the City of Raytown desires to enter into an agreement with the Missouri Highways and Transportation Commission (the Commission) for the Fixing America’s Surface Transportation Act (FAAT) 23 U.S.C §133 which authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically the replacement of the 83rd Street Bridge using such STP Funding; and

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

SECTION 1 – APPROVAL OF AGREEMENT. That the Missouri Highways and Transportation Commission Municipal Agreement STP-Urban Program funding for the 83rd Street Bridge Project, by and between the Missouri Highways and Transportation Commission and the City of Raytown, Missouri, in substantially the same form as attached hereto as Exhibit “A” , is hereby authorized and approved.

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

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 18th day of April, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

George E. Kapke, City Attorney

Missouri Department of Transportation

600 Northeast Colbern Rd.
816.622.6500
Fax: 816.622.6550
1.888.ASK MODOT (275.6636)
Lee's Summit, Missouri 64086

February 14, 2017

Kati Horner-Gonzalez, PE
Public Works Director
City of Raytown
10000 E 59th St
Raytown, MO 64133

RE: STP-3400(443) Raytown 83rd St Bridge

Dear Ms. Gonzalez:

Enclosed are three (3) copies of the Program Agreement for the abovementioned project. Please review the agreement carefully before executing it.

Please return two (2) copies of the executed, sealed, and acknowledged agreement and two (2) copies of an ordinance authorizing execution of this document as soon as possible. The additional copy of the agreement is for your records until a fully executed copy is returned to you.

If you have any questions, please contact me at (816) 607-2147 or Sean.Patain@modot.mo.gov

Sincerely,



Sean D. Partain
Intermediate Transportation Planner



CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 02/16 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP-3400(443)
Award Year: 2017
Federal Agency: Federal Highway Administration, Department of Transportation

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

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

WITNESSETH:

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

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

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

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-3400(433) involves:

The replacement of the 83rd Street Bridge, east of Raytown Rd, in the City of Raytown, Missouri. (Bridge #3615004)

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

(2) LOCATION: The contemplated improvement designated as Project STP-3400(443) by the Commission is within the city limits of Raytown, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

A bridge on 83rd Street, east of Raytown Rd in the City of Raytown, Missouri.
(Bridge #3615004)

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

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

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

(6) INVENTORY AND INSPECTION: The City shall:

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

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

(7) CITY/COUNTY/GRANTEE TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

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

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

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

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

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

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the

surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. [However upon written request by the City and the written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.]

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from

the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80% percent not to exceed \$600,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

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

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-3400(443) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

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

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

(18) PROGRESS PAYMENTS: The City may request progress payments

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

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

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

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

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

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

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

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

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

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

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

(A) To the City:

Facsimile No.: _____

(B) To the Commission:

Facsimile No.: _____

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

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

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C.

§12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

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

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

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

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

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

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

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

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

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

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

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

City

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____
Title _____

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

Ordinance No: _____

Exhibit A - Location of Project



Exhibit B – Project Schedule

Project Description: *(fill in brief description and project number or federal ID number)*

[Drafter's Notes: The following table establishes an approximate timeline of probable milestones necessary to deliver a project or complete a planning study

Delete or add task that are specific to your project need, but all projects require a final deliverable date.]

| Task | Date |
|--|-------------------|
| Date funding is made available or allocated to recipient | October 1, 2016 |
| Solicitation for Professional Engineering Services (advertised) | October 1, 2016 |
| Engineering Services Contract Approved | November 1, 2016 |
| Conceptual Study (if applicable) | N/A |
| Preliminary and Right-of-Way Plans Submittal (if Applicable) | February 1, 2017 |
| Plans, Specifications, & Estimate (PS&E) Submittal | April 1, 2017 |
| Plans, Specifications, & Estimate (PS&E) Approval | April 21, 2017 |
| Advertisement for Letting | July 1, 2017 |
| Bid Opening | July 21, 2017 |
| Construction Contract Award or Planning Study completed (REQUIRED) | September 1, 2017 |

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

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

**Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts**

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

February 16, 2017

Kati Horner Gonzalez
Public Works Director
City of Raytown, MO
10000 East 59th Street
Raytown, MO 64133

Dear Ms. Gonzalez:

Congratulations on your award of federal transportation funds through the regional planning and investment programs coordinated by the Mid-America Regional Council. We look forward to working with you to implement the following project awarded in 2016:

| Project Name | Source | Amount |
|---------------------------------|--------------|------------------|
| 83rd Street Bridge Improvements | STP-Missouri | \$600,000 |
| Total Funding | | \$600,000 |

If you have not already made contact with the Missouri Department of Transportation to initiate necessary agreements to move the project forward, please let us know and we can put you in touch with the appropriate staff.

As you know, in 2012 the MARC Board of Directors approved a project fee to provide a portion of the non-federal funds required to match federal funds that support regional transportation planning and investment programs. This project fee is 0.5% of the federal transportation funds awarded through MARC's committee process. Applying this fee to the project above results in an amount of \$3,000 that will be due to MARC in 2017, as reflected in the attached invoice. Your prompt attention to and payment of this invoice would be greatly appreciated.

If you have any questions regarding this letter and invoice, please contact me at rona@marc.org at (816) 701-8327.

Thank you for your continued support of the region's transportation planning efforts.

Sincerely,



Ronald B. Achelpohl, PE
Director of Transportation & Environment

Chair
Carol Suter
Councilmember
Gladstone, Missouri

1st Vice Chair
Rob Roberts
Commissioner
Miami County, Kansas

2nd Vice Chair
Jimmy Odom
Commissioner
Cass County, Missouri

Treasurer
Harold Johnson Jr.
Commissioner
Unified Government
of Wyandotte County/
Kansas City, Kansas

Secretary
Randy Rhoads
Mayor
Lee's Summit, Missouri

Executive Director
David A. Warm



Mid-America Regional Council

Remit To:
600 Broadway Suite 200
Kansas City, MO 64105-1659
Phone: (816) 474-4240
Fax: (816) 421-7758

| | |
|-----------|-------------|
| Invoice | D-I-0002681 |
| Date | 2/13/2017 |
| Grant No. | 12500 |
| | |
| | |
| Page | 1 |

Bill To:

City of Raytown

Katie Horner Gonzalez, Public Works Director
10000 East 59th St
Raytown MO 64133

Return one copy with payment.

| Purchase Order No. | Customer ID | MARC Contact | Payment Terms | Master No. |
|--------------------|-----------------------------|--------------|-----------------|------------|
| | RAYTOWN-TRANSFE | | Due on Receipt | 9,070 |
| Item Number | Description | | | Ext. Price |
| 12500 | Transportation Project Fees | | | \$3,000.00 |
| | | | Subtotal | \$3,000.00 |
| | | | Misc | \$0.00 |
| | | | Total | \$3,000.00 |

CITY OF RAYTOWN

Request for Board Action

Date: April 14, 2017
To: Mayor and Board of Aldermen
From: Briana Burrichter, Director of Finance

Bill No.: 6442-17
Section No.: V-A

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____

Action Requested: Staff requests approval of an engagement letter with Kutak Rock LLP to provide Bond Counsel representation, in relation to the refunding of the 2007 Tax Increment & Sales Tax Revenue Bonds, and the financing of upcoming transportation projects.

Recommendation: Approve the engagement letter and approve budget adjustment to cover legal fees.

Analysis: Bond counsel is an essential member of the bond financing team. They render opinion on the validity of the bond offering, the security for the offering, and whether and to what extent interest on the bonds is exempt from income and other taxation. Bond counsel opinion provides assurance both to the City as issuers and to the investors who purchase the bonds that all legal and tax requirements relevant to the matters covered by the opinion are met. In conjunction with our Financial Advisors, Columbia Capital, the City issued a request for Quotations for Bond Counsel on April 3, 2017. The City received four responses.

City of Raytown, MO

Summary of Responses to Requests For Quotation For Bond Counsel

| | Kutak Rook LLP* | Hardwlok | Thompson Goburn LLP | Gilmore & Bell PC** |
|--|---|--|--|---|
| New Money Transaction | | | | |
| Bond Counsel Fee | 10,000 | 19,950 | 25,000 | 21,500 |
| Disclosure Counsel Fee | 3,500 | - | 10,000 | 10,000 |
| Subtotal | 13,500 | 19,950 | 35,000 | 31,500 |
| TIF Refunding Transaction | | | | |
| Bond Counsel Fee | 36,500 | 42,500 | 65,000 | 70,000 |
| Disclosure Counsel Fee | - | - | 25,000 | 35,000 |
| Subtotal | 36,500 | 42,500 | 90,000 | 105,000 |
| Grand Total | \$50,000 | \$62,450 | \$125,000 | \$136,500 |
| Prior Experience Serving the City | The lead attorney on this engagement has extensive former experience serving the City | The firm has not previously served the City. | The firm previously served as Bond Counsel to the City on its Series 2007 TIF Bonds. | The firm has limited prior experience serving the City. |
| Out-of-Pocket Costs | Not to exceed \$3,000 (combined) | Not to exceed \$3,000 (combined) | Included in fees | Included in fees |

Staff has discussed the quotes with Columbia Capital and believe Kutak Rock LLP not only presented the most competitive bid but also has the qualifications and prior experience serving the City.

Alternatives: Forgo the opportunity to call the 350 Hwy. Raytown Live bonds and secure a lower interest rate on the debt, that should provide a significant long-term savings to the City. Not move forward with the desired transportation projects that Public Works is ready to begin.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Budgeted item with available funds and costs coming in less than estimate savings of \$_____
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

210.00.00.100.52250 – \$36,500

Funding Source- 210.00.00.100.39999 TIF Unrestricted Fund Balance (Bond Proceeds)

204.42.00.100.52250 - \$13,500

Funding Source- 204.00.00.100.39999 Transportation Sales Tax Fund Balance

Additional Reports Attached: Engagement Letter

AN ORDINANCE OF THE CITY OF RAYTOWN, MISSOURI, APPOINTING SPECIAL COUNSEL FOR LEGAL SERVICES RELATED TO THE REFUNDING OF 2007 TAX INCREMENT AND SALES TAX REVENUE BONDS AND THE FINANCING OF UPCOMING TRANSPORTATION PROJECTS AND AMEND THE FISCAL YEAR 2016-2017 BUDGET

WHEREAS, the City desires to contract with a qualified attorney for special counsel legal services related to the issuance of obligations associated with the refunding of 2007 Tax Increment and Sales Tax Revenue Bonds and the financing of upcoming transportation projects; and

WHEREAS, Kutak Rock, LLP is qualified to provide said special counsel legal services to the City; and

WHEREAS, Section 79.230 of the Revised Statutes of Missouri provides that the Mayor and Board of Aldermen may employ special counsel by ordinance.

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

SECTION 1 – APPROVAL. That Kutak Rock, LLP is hereby employed as special counsel for the City of Raytown for legal services related to the issuance of obligations associated with the refunding of 2007 Tax Increment and Sales Tax Revenue Bonds and the financing of upcoming transportation projects, is hereby authorized and approved.

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

SECTION 3 – AMENDMENT TO THE FISCAL YEAR 2016-2017 BUDGET. That the fiscal year 2016-2017 budget approved by Resolution No. R-2909-16 is hereby amended as follows:

| <u>FROM:</u> | <u>TO:</u> |
|---|-------------------------|
| Amount: \$36,500.00 | 210.00.00.00.52250 |
| Fund: TIF unrestricted Fund Balance (Bond Proceeds) | |
| Account 210.00.00.100.39999 | |
| Amount: \$13,500.00 | 204.42.00.100.52250 |
| Fund: Transportation Sales Tax Fund Balance | |
| Account: 204.00.00.100.3999 | |

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

SECTION 5 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 6 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 18th day of April, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

George E. Kapke, City Attorney

April 13, 2017

City of Raytown, Missouri
10000 East 59th Street
Raytown, Missouri 64133

Re: City New Money Bonds and Refunding Bonds

Dear Ladies and Gentlemen:

On behalf of Kutak Rock LLP (“Kutak Rock”), thank you for the opportunity to serve as bond counsel and disclosure counsel to the City of Raytown, Missouri (the “City”) with respect to the above-captioned bonds (the “Bonds”). Pursuant to your request, this letter sets forth our understanding as to the limited scope of our representation of the City and the fees and expenses to be charged to the City for our legal work.

In our role as Bond Counsel for each series of Bonds, Kutak Rock expects to perform the following duties: (1) prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents, (2) review legal issues relating to the structure of the Bond issue subject to the completion of proceedings to our satisfaction, and (3) render our legal opinion (the “Bond Opinion”) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and state income tax purposes.

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

In our role as Disclosure Counsel, in connection with the issuance and delivery of each series of the Bonds, Kutak Rock will assist in the preparation or legal review of, to the extent applicable, (a) the bond purchase agreement, (b) the preliminary official statement and the final official statement or any other offering document relating to the Bonds (collectively referred to hereafter as the “Offering Document”) and (c) the continuing disclosure undertaking.

Kutak Rock will coordinate with the City in preparing and will assist the City in reviewing the information presented in the Offering Document (excluding any financial statements, forecasts, market analyses, information regarding the Depository Trust Company, schedules, assumptions and other financial, statistical, demographic and economic data contained therein, whether historical or forward-looking).

Kutak Rock will advise the City as to certain federal securities laws matters, including the rules of the Municipal Securities Rulemaking Board and the application of Securities and Exchange Commission Rule 15c2-12 (the "Rule"). For each series of Bonds for which there is an Offering Document, Kutak Rock will perform such due diligence inquiries and investigations, as we deem necessary to issue a 10b-5 opinion for the Bond financing to the City. Due diligence may include making requests for information, participation in conferences with officials or representatives of the City with respect to the payment of debt service on the Bonds and the review of documents, certificates and opinions. Subject to the completion of proceedings to our satisfaction, Kutak Rock will deliver to the City an opinion reciting our assistance with the preparation and review of the Offering Document and addressing federal securities law "10b-5" matters in a customary form with appropriate exclusions, in accordance with Kutak Rock guidelines.

The City shall pay Kutak Rock after the issuance of each series of Bonds, upon presentment of a statement for fees and expenses by Kutak Rock to the City. The fee schedule is below.

| Bond Series | Fee |
|--|---|
| New Money Bonds: Approximately \$4,000,000 Certificates of Participation | \$13,500 (\$10,000 if Offering Document not prepared) |
| Refunding Bonds: Approximately \$33,950,000 Annual Appropriation-Supported Tax Increment and Sales Tax Revenue Refunding Bonds | \$36,500 |

We will also bill for actual out-of-pocket expenses for each issue, capped at \$1,500 per issue.

Payment of our fees for a series of Bonds shall be contingent on the issuance of the Bonds.

Our services are limited as set forth herein and would not include representation in any legal action challenging the validity of the transactions contemplated by this letter. If we are required or requested to perform any additional or extraordinary services not contemplated in this letter (e.g., delivery of extraordinary legal opinions, assistance with disclosure filings, etc.), we would request additional compensation for such additional services performed, the amount of

April 13, 2017
Page 3

which would be subject to the approval of the City. No such additional compensation would be payable unless specifically authorized by you in writing.

If the fee arrangement set forth above is satisfactory to you, please execute the enclosed copy of this letter and return it to me for our files. Please do not hesitate to contact me with any questions you may have.

Very truly yours,

Kathryn Pruessner Peters

Enclosure

Approved as of the date first written above:

By: _____

Name: _____

Title: _____

CITY OF RAYTOWN
Request for Board Action

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

Resolution No.: R-2967-17

Department Head Approval: _____

City Administrator Approval: _____



Action Requested: Appointment of a member of the Board of Aldermen to serve as Acting President during the upcoming year of 2017-2018.

Recommendation: None.

Analysis: The appointment of an Acting President of the Board of Aldermen may be done by motion established by **RSMo. Section 79.090, Board to select an acting president, term.**

79.090. The board shall elect one of their own number who shall be styled "acting president of the board of aldermen" and who shall serve for a term of one year.

The duties of the Acting President are established by **RSMo. Section 79.100, Acting president to perform duties of mayor, when.**

79.100. When any vacancy shall happen in the office of mayor by death, resignation, removal from the city, removal from office, refusal to qualify, or from any other cause whatever, the acting president of the board of aldermen shall, for the time being, perform the duties of mayor, with all the rights, privileges, powers and jurisdiction of the mayor, until such vacancy be filled or such disability be removed; or, in case of temporary absence, until the mayor's return.

Budgetary Impact:

Not Applicable

A RESOLUTION APPOINTING A MEMBER OF THE BOARD OF ALDERMEN TO THE POSITION OF ACTING PRESIDENT FOR A TERM OF ONE YEAR OR UNTIL A SUCCESSOR IS APPOINTED

WHEREAS, Section 79.090 RSMo. provides that the Board of Aldermen elect one of their own number as Acting President of the Board of Aldermen to serve for a term of one year; and

WHEREAS, the duties of the Acting President of the Board of Aldermen are established by Section 79.100 RSMo., which provides that the Acting President shall perform the duties of the Mayor in the absence or inability of the Mayor to act; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to appoint _____ to serve as the Acting President of the Board of Aldermen during the next year;

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

THAT _____ is hereby appointed to serve as the Acting President of the Board of Aldermen of the City of Raytown for a term of one year;

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 18th day of April, 2017.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

George E. Kapke, City Attorney

**CITY OF RAYTOWN
Request for Board Action**

Date: April 14, 2017

Resolution No.: R-2968-17

To: Mayor and Board of Aldermen

From: Jason Hanson, Interim Director of Public Works

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Board of Aldermen approval of the 59th Street Sidewalk Project low bid of S & A Contracting, LLC. and amend the fiscal year 2016-2017 fiscal year budget

Recommendation: Staff recommends approval as submitted.

Analysis: The Public Works Department received 9 sealed bids that were opened on Tuesday, December 13, 2016 at 2:00 p.m. S & A Contracting, LLC is the lowest, responsive, responsible bidder with a base bid of \$319,907.92 and is being recommended for approval.

These sidewalk improvements have been needed for a long time. Quite a lot of children are required by the school district to walk along this narrow stretch of 59th Street to attend Central Middle School. The narrow roadway and roadside ditches make this a difficult trek.

MoDOT has completed their review of the bids and concurred on the award to S & A Contracting LLC.

The base bid was in the amount of \$319,907.92. Staff is requesting purchasing authority up to \$352,000.00 to accommodate for potential change orders. This is approximately 10% of the base bid total cost. This amount is within projected amounts and leaves adequate room for construction services within the project cost projections.

Alternatives: Do not approve the project and return grant funds in the amount of \$160,000.00

Budgetary Impact:

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

| | |
|------------------|-------------------------------|
| Fund: | Transportation Sales Tax Fund |
| Amount to Spend: | \$352,000.00 |

Additional Reports Attached: Bid results list and bid tabulation.

A RESOLUTION AUTHORIZING AND APPROVING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH S & A CONTRACTING, LLC FOR THE 59TH STREET SIDEWALK PROJECT IN AN AMOUNT NOT TO EXCEED \$352,000.00 AND AMEND THE 2016-2017 FISCAL YEAR BUDGET

WHEREAS, the City of Raytown (the "City") issued an invitation to bid on the 59th Street Sidewalk Project on December 13, 2016; and

WHEREAS, the Public Works Department received nine (9) bids in response to the invitation and has determined that the bid submitted by S & A Contracting, LLC. in the amount of \$319,907.92 was the most advantageous bid received; and

WHEREAS, the City finds S & A Contracting, LLC. meets all of the qualifications as the lowest and best bidder for the project; and

WHEREAS, the City desires to enter into an agreement with S & A Contracting, LLC. for the 59th Street Sidewalk Project in an amount of \$319,907.92 for such purposes; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$32,092.08 to fund any changes for a total amount not to exceed \$352,000.00; contingent upon debt issuance; and

WHEREAS, in order to complete the repairs it is necessary to amend the Fiscal Year 2016-2017 budget; and

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

THAT the Board of Aldermen find it is in the best interest of the City to enter into an agreement with S & A Contracting, LLC. in the amount of \$319,907.92 for the 59th Street Sidewalk Project, attached hereto as Exhibit "A" and incorporated herein, is hereby authorized and approved; and

FURTHER THAT, the Board of Aldermen finds it is in the best interest of the City to authorize and approve an additional \$32,092.08 to fund any changes a total amount not to exceed \$352,000.00 contingent upon debt issuance; and

FURTHER THAT, the Fiscal Year 2016-2017 Budget approved by Resolution R-2909-16 is hereby amended as follows:

| | |
|---------|---|
| Amount: | \$352,000.00 |
| Fund: | Transportation Sales Tax Fund-Unappropriated Cash Balance |

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 18th day of, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

George E. Kapke, City Attorney



BID RESULTS

59th Street Sidewalk Project, CMAQ-3400(433)

2:00pm, Tuesday, December 13, 2016

| | CONTRACTOR | BASE BID |
|----|-------------------------------------|---------------------|
| 1. | S&A Contracting, LLC | \$319,907.92 |
| 2. | Mega Industries Corp. | \$343,964.50 |
| 3. | Leath & Sons Inc. | \$345,672.60 |
| 4. | Gunter Construction Co. | \$349,436.25 |
| 5. | Tasco Construction Co., Inc. | \$431,038.00 |
| 6. | Terry Snelling Construction | \$438,672.00 |
| 7. | J.M. Fahey Construction Co. | \$441,629.75 |
| 8. | Amino Brothers Co., Inc. | \$449,264.19 |
| 9. | Freeman Concrete Constr. | \$543,425.90 |
| | Engineer's Estimate | \$343,971.25 |



BID TABULATION

Raytown 59th Street Sidewalk Project, CMAQ 3400(433)

DATE BID: Tues., December 13, 2016 at 2:00PM

| | | | | 1 | | 2 | | 3 | | 4 | | 5 | |
|-------------------------|-------------------------------------|-----------|-------|-----------------------------|-------------|-----------------------------|-------------|-----------------------------|-------------|-----------------------------|-------------|-----------------------------|-------------|
| | | | | S & A Contracting | | Mega Industries Corp. | | Leath & Sons, Inc. | | Gunter Construction Co. | | Tasco Construction | |
| Item Description | | Est. Qty. | Units | Unit Price | Est. Amount |
| 1. | Mobilization | 1 | LS | \$18,000.00 | \$18,000.00 | \$34,000.00 | \$34,000.00 | \$63,000.00 | \$63,000.00 | \$15,571.00 | \$15,571.00 | \$40,000.00 | \$40,000.00 |
| 2. | Clearing and Grading | 1 | LS | \$18,000.00 | \$18,000.00 | \$38,000.00 | \$38,000.00 | \$22,000.00 | \$22,000.00 | \$5,076.00 | \$5,076.00 | \$30,000.00 | \$30,000.00 |
| 3. | Unclassified Excavation | 332 | CY | \$22.00 | \$7,304.00 | \$58.00 | \$19,256.00 | \$22.00 | \$7,304.00 | \$44.00 | \$14,608.00 | \$45.00 | \$14,940.00 |
| 4. | Embankment | 88 | CY | \$20.00 | \$1,760.00 | \$20.00 | \$1,760.00 | \$40.00 | \$3,520.00 | \$10.25 | \$902.00 | \$170.00 | \$14,960.00 |
| 5. | Remove Existing Curb and Gutter | 555 | LF | \$5.00 | \$2,775.00 | \$10.00 | \$5,550.00 | \$3.50 | \$1,942.50 | \$8.20 | \$4,551.00 | \$10.00 | \$5,550.00 |
| 6. | Remove Existing Driveway | 2495 | SF | \$1.00 | \$2,495.00 | \$1.00 | \$2,495.00 | \$2.00 | \$4,990.00 | \$2.20 | \$5,489.00 | \$5.00 | \$12,475.00 |
| 7. | Remove Concrete Ditch | 99 | SF | \$2.00 | \$198.00 | \$10.00 | \$990.00 | \$6.00 | \$594.00 | \$2.50 | \$247.50 | \$5.00 | \$495.00 |
| 8. | Install Curb and Gutter - Type CG-1 | 938 | LF | \$22.00 | \$20,636.00 | \$28.00 | \$26,264.00 | \$26.00 | \$24,388.00 | \$33.50 | \$31,423.00 | \$30.00 | \$28,140.00 |
| 9. | Install 4" Concrete Sidewalk | 12089 | SF | \$4.75 | \$57,422.75 | \$5.00 | \$60,445.00 | \$4.95 | \$59,840.55 | \$6.75 | \$81,600.75 | \$7.00 | \$84,623.00 |
| 10. | Install Concrete Driveway | 2630 | SF | \$5.50 | \$14,465.00 | \$7.00 | \$18,410.00 | \$5.65 | \$14,859.50 | \$7.10 | \$18,673.00 | \$8.00 | \$21,040.00 |
| 11. | ADA Sidewalk Ramp | 11 | EA | \$3,300.00 | \$36,300.00 | \$1,300.00 | \$14,300.00 | \$1,800.00 | \$19,800.00 | \$1,554.00 | \$17,094.00 | \$600.00 | \$6,600.00 |
| 12. | Asphalt Pavement Patch | 196 | SY | \$146.05 | \$28,625.80 | \$75.00 | \$14,700.00 | \$6.05 | \$1,185.80 | \$159.00 | \$31,164.00 | \$140.00 | \$27,440.00 |
| 13. | Mill Asphalt | 281 | SY | \$30.00 | \$8,430.00 | \$15.00 | \$4,215.00 | \$24.50 | \$6,884.50 | \$23.00 | \$6,463.00 | \$35.00 | \$9,835.00 |
| 14. | Asphalt Overlay | 281 | SY | \$60.00 | \$16,860.00 | \$15.00 | \$4,215.00 | \$32.00 | \$8,992.00 | \$26.00 | \$7,306.00 | \$45.00 | \$12,645.00 |
| 15. | Standard Curb Inlet | 3 | EA | \$5,500.00 | \$16,500.00 | \$6,500.00 | \$19,500.00 | \$4,200.00 | \$12,600.00 | \$6,262.00 | \$18,786.00 | \$5,000.00 | \$15,000.00 |
| 16. | 4' Diameter Manhole | 1 | EA | \$4,000.00 | \$4,000.00 | \$3,750.00 | \$3,750.00 | \$3,900.00 | \$3,900.00 | \$3,970.00 | \$3,970.00 | \$3,000.00 | \$3,000.00 |
| 17. | 15" Collar | 2 | EA | \$350.00 | \$700.00 | \$600.00 | \$1,200.00 | \$950.00 | \$1,900.00 | \$960.00 | \$1,920.00 | \$500.00 | \$1,000.00 |
| 18. | 15" 45 Degree Bend | 2 | EA | \$300.00 | \$600.00 | \$200.00 | \$400.00 | \$750.00 | \$1,500.00 | \$489.00 | \$978.00 | \$500.00 | \$1,000.00 |
| 19. | Install 12" HDPE Pipe | 40 | LF | \$40.00 | \$1,600.00 | \$40.00 | \$1,600.00 | \$75.00 | \$3,000.00 | \$54.60 | \$2,184.00 | \$50.00 | \$2,000.00 |
| 20. | Install 15" HDPE Pipe | 14 | LF | \$80.00 | \$1,120.00 | \$48.00 | \$672.00 | \$85.00 | \$1,190.00 | \$78.00 | \$1,092.00 | \$100.00 | \$1,400.00 |
| 21. | Install 15" RCP | 4 | LF | \$125.00 | \$500.00 | \$140.00 | \$560.00 | \$275.00 | \$1,100.00 | \$87.50 | \$350.00 | \$200.00 | \$800.00 |
| 22. | Install 18" HDPE Pipe | 112 | LF | \$45.00 | \$5,040.00 | \$48.00 | \$5,376.00 | \$95.00 | \$10,640.00 | \$67.00 | \$7,504.00 | \$60.00 | \$6,720.00 |
| 23. | Install 24" HDPE Pipe | 129 | LF | \$50.00 | \$6,450.00 | \$80.00 | \$10,320.00 | \$115.00 | \$14,835.00 | \$97.00 | \$12,513.00 | \$60.00 | \$7,740.00 |
| 24. | Install 12" FES | 1 | EA | \$260.00 | \$260.00 | \$700.00 | \$700.00 | \$650.00 | \$650.00 | \$550.00 | \$550.00 | \$500.00 | \$500.00 |
| 25. | Concrete Retaining Wall | 145 | VSF | \$85.00 | \$12,325.00 | \$175.00 | \$25,375.00 | \$95.00 | \$13,775.00 | \$123.00 | \$17,835.00 | \$140.00 | \$20,300.00 |
| 26. | Modular Block Retaining Wall | 323 | VSF | \$46.00 | \$14,858.00 | \$35.00 | \$11,305.00 | \$52.00 | \$16,796.00 | \$60.00 | \$19,380.00 | \$50.00 | \$16,150.00 |
| 27. | Relocate Existing Sign & Post | 6 | EA | \$300.00 | \$1,800.00 | \$400.00 | \$2,400.00 | \$175.00 | \$1,050.00 | \$180.00 | \$1,080.00 | \$600.00 | \$3,600.00 |
| 28. | Remove Existing Guardrail | 38 | LF | \$26.32 | \$1,000.16 | \$12.00 | \$456.00 | \$28.00 | \$1,064.00 | \$19.50 | \$741.00 | \$60.00 | \$2,280.00 |
| 29. | Remove Existing Tree | 2 | EA | \$650.00 | \$1,300.00 | \$350.00 | \$700.00 | \$1,500.00 | \$3,000.00 | \$295.00 | \$590.00 | \$1,500.00 | \$3,000.00 |
| 30. | Remove Existing Landscape Post | 3 | EA | \$200.00 | \$600.00 | \$150.00 | \$450.00 | \$450.00 | \$1,350.00 | \$50.00 | \$150.00 | \$500.00 | \$1,500.00 |
| 31. | Remove Existing Pipe | 111 | LF | \$10.00 | \$1,110.00 | \$23.00 | \$2,553.00 | \$25.00 | \$2,775.00 | \$49.00 | \$5,439.00 | \$10.00 | \$1,110.00 |
| 32. | Remove Existing Inlets | 1 | EA | \$600.00 | \$600.00 | \$400.00 | \$400.00 | \$950.00 | \$950.00 | \$2,635.00 | \$2,635.00 | \$2,000.00 | \$2,000.00 |
| 33. | Modify Existing Inlet | 1 | EA | \$1,100.00 | \$1,100.00 | \$300.00 | \$300.00 | \$1,900.00 | \$1,900.00 | \$1,438.00 | \$1,438.00 | \$2,000.00 | \$2,000.00 |
| 34. | Temporary Construction Signs | 112 | SF | \$56.83 | \$6,364.96 | \$20.00 | \$2,240.00 | \$9.00 | \$1,008.00 | \$13.00 | \$1,456.00 | \$15.00 | \$1,680.00 |
| 35. | Flagger Assembly | 2 | EA | \$300.00 | \$600.00 | \$70.00 | \$140.00 | \$95.00 | \$190.00 | \$600.00 | \$1,200.00 | \$1,000.00 | \$2,000.00 |
| 36. | Channelizer | 30 | EA | \$40.00 | \$1,200.00 | \$60.00 | \$1,800.00 | \$22.00 | \$660.00 | \$42.00 | \$1,260.00 | \$60.00 | \$1,800.00 |
| 37. | Seeding & Mulching | 430 | SY | \$1.85 | \$795.50 | \$5.00 | \$2,150.00 | \$3.00 | \$1,290.00 | \$1.20 | \$516.00 | \$20.00 | \$8,600.00 |
| 38. | Silt Fence | 2045 | LF | \$1.95 | \$3,987.75 | \$1.50 | \$3,067.50 | \$2.75 | \$5,623.75 | \$1.80 | \$3,681.00 | \$7.00 | \$14,315.00 |
| 39. | Gravel Bag Inlet Protection | 5 | EA | \$85.00 | \$425.00 | \$75.00 | \$375.00 | \$95.00 | \$475.00 | \$80.00 | \$400.00 | \$200.00 | \$1,000.00 |
| 40. | Ditch Check | 9 | EA | \$200.00 | \$1,800.00 | \$175.00 | \$1,575.00 | \$350.00 | \$3,150.00 | \$180.00 | \$1,620.00 | \$200.00 | \$1,800.00 |
| BASE BID TOTAL = | | | | Total = \$319,907.92 | | Total = \$343,964.50 | | Total = \$345,672.60 | | Total = \$349,436.25 | | Total = \$431,038.00 | |



BID TABULATION

Raytown 59th Street Sidewalk Project, CMAQ 3400(433)

DATE BID: Tues., December 13, 2016 at 2:00PM

| Item Description | Est. Qty. | Units | ⁶ Terry Snelling Constr. | | ⁷ J.M. Fahey Constr. | | ⁸ Amino Brothers Co. | | ⁹ Freeman Concrete | | Engineers Estimate | |
|--|-----------|-------|-------------------------------------|---------------------|---------------------------------|---------------------|---------------------------------|---------------------|-------------------------------|---------------------|--------------------|---------------------|
| | | | Unit Price | Est. Amount | Unit Price | Est. Amount | Unit Price | Est. Amount | Unit Price | Est. Amount | Unit Price | Est. Amount |
| 1. Mobilization | 1 | LS | \$22,100.00 | \$22,100.00 | \$53,800.00 | \$53,800.00 | \$23,620.00 | \$23,620.00 | \$80,670.00 | \$80,670.00 | \$50,000.00 | \$50,000.00 |
| 2. Clearing and Grading | 1 | LS | \$60,980.00 | \$60,980.00 | \$10,171.00 | \$10,171.00 | \$5,725.00 | \$5,725.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 |
| 3. Unclassified Excavation | 332 | CY | \$50.00 | \$16,600.00 | \$119.50 | \$39,674.00 | \$130.80 | \$43,425.60 | \$357.00 | \$118,524.00 | \$20.00 | \$6,640.00 |
| 4. Embankment | 88 | CY | \$50.00 | \$4,400.00 | \$30.75 | \$2,706.00 | \$27.68 | \$2,435.84 | \$100.00 | \$8,800.00 | \$15.00 | \$1,320.00 |
| 5. Remove Existing Curb and Gutter | 555 | LF | \$2.00 | \$1,110.00 | \$8.25 | \$4,578.75 | \$17.89 | \$9,928.95 | \$16.50 | \$9,157.50 | \$20.00 | \$11,100.00 |
| 6. Remove Existing Driveway | 2495 | SF | \$1.00 | \$2,495.00 | \$2.50 | \$6,237.50 | \$7.12 | \$17,764.40 | \$2.50 | \$6,237.50 | \$3.50 | \$8,732.50 |
| 7. Remove Concrete Ditch | 99 | SF | \$2.00 | \$198.00 | \$13.00 | \$1,287.00 | \$22.10 | \$2,187.90 | \$7.00 | \$693.00 | \$3.50 | \$346.50 |
| 8. Install Curb and Gutter - Type CG-1 | 938 | LF | \$32.00 | \$30,016.00 | \$27.00 | \$25,326.00 | \$33.60 | \$31,516.80 | \$25.00 | \$23,450.00 | \$15.00 | \$14,070.00 |
| 9. Install 4" Concrete Sidewalk | 12089 | SF | \$7.00 | \$84,623.00 | \$6.75 | \$81,600.75 | \$6.65 | \$80,391.85 | \$5.60 | \$67,698.40 | \$6.25 | \$75,556.25 |
| 10. Install Concrete Driveway | 2630 | SF | \$12.00 | \$31,560.00 | \$10.00 | \$26,300.00 | \$10.06 | \$26,457.80 | \$6.40 | \$16,832.00 | \$8.00 | \$21,040.00 |
| 11. ADA Sidewalk Ramp | 11 | EA | \$2,500.00 | \$27,500.00 | \$2,990.00 | \$32,890.00 | \$1,975.00 | \$21,725.00 | \$1,865.00 | \$20,515.00 | \$1,500.00 | \$16,500.00 |
| 12. Asphalt Pavement Patch | 196 | SY | \$140.00 | \$27,440.00 | \$134.00 | \$26,264.00 | \$190.20 | \$37,279.20 | \$125.00 | \$24,500.00 | \$25.00 | \$4,900.00 |
| 13. Mill Asphalt | 281 | SY | \$28.00 | \$7,868.00 | \$18.50 | \$5,198.50 | \$37.81 | \$10,624.61 | \$21.00 | \$5,901.00 | \$10.00 | \$2,810.00 |
| 14. Asphalt Overlay | 281 | SY | \$55.00 | \$15,455.00 | \$26.50 | \$7,446.50 | \$40.69 | \$11,433.89 | \$24.00 | \$6,744.00 | \$15.00 | \$4,215.00 |
| 15. Standard Curb Inlet | 3 | EA | \$3,500.00 | \$10,500.00 | \$6,650.00 | \$19,950.00 | \$5,065.00 | \$15,195.00 | \$5,400.00 | \$16,200.00 | \$4,500.00 | \$13,500.00 |
| 16. 4' Diameter Manhole | 1 | EA | \$2,200.00 | \$2,200.00 | \$6,323.50 | \$6,323.50 | \$3,460.00 | \$3,460.00 | \$2,940.00 | \$2,940.00 | \$4,500.00 | \$4,500.00 |
| 17. 15" Collar | 2 | EA | \$500.00 | \$1,000.00 | \$275.00 | \$550.00 | \$1,060.00 | \$2,120.00 | \$650.00 | \$1,300.00 | \$200.00 | \$400.00 |
| 18. 15" 45 Degree Bend | 2 | EA | \$350.00 | \$700.00 | \$650.00 | \$1,300.00 | \$755.00 | \$1,510.00 | \$650.00 | \$1,300.00 | \$500.00 | \$1,000.00 |
| 19. Install 12" HDPE Pipe | 40 | LF | \$76.25 | \$3,050.00 | \$100.00 | \$4,000.00 | \$50.60 | \$2,024.00 | \$77.00 | \$3,080.00 | \$55.00 | \$2,200.00 |
| 20. Install 15" HDPE Pipe | 14 | LF | \$82.00 | \$1,148.00 | \$86.75 | \$1,214.50 | \$62.45 | \$874.30 | \$76.00 | \$1,064.00 | \$60.00 | \$840.00 |
| 21. Install 15" RCP | 4 | LF | \$250.00 | \$1,000.00 | \$256.75 | \$1,027.00 | \$78.10 | \$312.40 | \$195.00 | \$780.00 | \$90.00 | \$360.00 |
| 22. Install 18" HDPE Pipe | 112 | LF | \$83.00 | \$9,296.00 | \$105.00 | \$11,760.00 | \$57.00 | \$6,384.00 | \$112.00 | \$12,544.00 | \$65.00 | \$7,280.00 |
| 23. Install 24" HDPE Pipe | 129 | LF | \$88.50 | \$11,416.50 | \$107.75 | \$13,899.75 | \$65.05 | \$8,391.45 | \$126.00 | \$16,254.00 | \$70.00 | \$9,030.00 |
| 24. Install 12" FES | 1 | EA | \$350.00 | \$350.00 | \$1,364.50 | \$1,364.50 | \$515.00 | \$515.00 | \$400.00 | \$400.00 | \$500.00 | \$500.00 |
| 25. Concrete Retaining Wall | 145 | VSF | \$75.00 | \$10,875.00 | \$159.50 | \$23,127.50 | \$263.23 | \$38,168.35 | \$260.00 | \$37,700.00 | \$110.00 | \$15,950.00 |
| 26. Modular Block Retaining Wall | 323 | VSF | \$75.00 | \$24,225.00 | \$39.25 | \$12,677.75 | \$58.85 | \$19,008.55 | \$79.00 | \$25,517.00 | \$80.00 | \$25,840.00 |
| 27. Relocate Existing Sign & Post | 6 | EA | \$250.00 | \$1,500.00 | \$135.50 | \$813.00 | \$578.50 | \$3,471.00 | \$580.00 | \$3,480.00 | \$500.00 | \$3,000.00 |
| 28. Remove Existing Guardrail | 38 | LF | \$25.00 | \$950.00 | \$29.00 | \$1,102.00 | \$18.90 | \$718.20 | \$63.00 | \$2,394.00 | \$150.00 | \$5,700.00 |
| 29. Remove Existing Tree | 2 | EA | \$1,000.00 | \$2,000.00 | \$328.00 | \$656.00 | \$205.00 | \$410.00 | \$880.00 | \$1,760.00 | \$1,000.00 | \$2,000.00 |
| 30. Remove Existing Landscape Post | 3 | EA | \$100.00 | \$300.00 | \$144.50 | \$433.50 | \$205.00 | \$615.00 | \$158.00 | \$474.00 | \$500.00 | \$1,500.00 |
| 31. Remove Existing Pipe | 111 | LF | \$25.00 | \$2,775.00 | \$57.50 | \$6,382.50 | \$23.80 | \$2,641.80 | \$45.00 | \$4,995.00 | \$20.00 | \$2,220.00 |
| 32. Remove Existing Inlets | 1 | EA | \$1,200.00 | \$1,200.00 | \$656.25 | \$656.25 | \$660.00 | \$660.00 | \$680.00 | \$680.00 | \$3,500.00 | \$3,500.00 |
| 33. Modify Existing Inlet | 1 | EA | \$1,500.00 | \$1,500.00 | \$500.00 | \$500.00 | \$1,335.00 | \$1,335.00 | \$600.00 | \$600.00 | \$1,500.00 | \$1,500.00 |
| 34. Temporary Construction Signs | 112 | SF | \$10.00 | \$1,120.00 | \$16.00 | \$1,792.00 | \$22.90 | \$2,564.80 | \$23.00 | \$2,576.00 | \$8.00 | \$896.00 |
| 35. Flagger Assembly | 2 | EA | \$5,000.00 | \$10,000.00 | \$150.75 | \$301.50 | \$65.00 | \$130.00 | \$64.00 | \$128.00 | \$30.00 | \$60.00 |
| 36. Channelizer | 30 | EA | \$50.00 | \$1,500.00 | \$50.25 | \$1,507.50 | \$51.00 | \$1,530.00 | \$50.00 | \$1,500.00 | \$45.00 | \$1,350.00 |
| 37. Seeding & Mulching | 430 | SY | \$6.50 | \$2,795.00 | \$1.00 | \$430.00 | \$10.95 | \$4,708.50 | \$1.20 | \$516.00 | \$3.00 | \$1,290.00 |
| 38. Silt Fence | 2045 | LF | \$1.70 | \$3,476.50 | \$2.75 | \$5,623.75 | \$3.00 | \$6,135.00 | \$1.70 | \$3,476.50 | \$5.00 | \$10,225.00 |
| 39. Gravel Bag Inlet Protection | 5 | EA | \$110.00 | \$550.00 | \$110.50 | \$552.50 | \$130.00 | \$650.00 | \$175.00 | \$875.00 | \$150.00 | \$750.00 |
| 40. Ditch Check | 9 | EA | \$100.00 | \$900.00 | \$22.75 | \$204.75 | \$135.00 | \$1,215.00 | \$130.00 | \$1,170.00 | \$150.00 | \$1,350.00 |
| BASE BID TOTAL = | | | Total = | \$438,672.00 | Total = | \$441,629.75 | Total = | \$449,264.19 | Total = | \$543,425.90 | Total = | \$343,971.25 |

CITY OF RAYTOWN
Request for Board Action

Date: April 14, 2017

Resolution No.: R-2969-17

To: Mayor and Board of Aldermen

From: Jason Hanson, Interim Director of Public Works

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Board of Aldermen approval of the Blue Ridge Bike Lanes Project low bid of Gunter Construction Company and amend the fiscal year 2016-2017 budget.

Recommendation: Staff recommends approval as submitted.

Analysis: The Public Works Department received six (6) sealed bids that were opened on Tuesday, December 20, 2016 at 2:00 p.m. Gunter Construction Co. is the lowest, responsive, responsible bidder with a base bid of \$725,563.20 and is being recommended for approval. MoDOT has completed their review of the bids and concurred on the award to Gunter Construction Co.

This segment of Blue Ridge Boulevard has experienced significant and accelerating degradation in recent years. This overlay project is expected to extend the life of the roadway for approximately 20 years. The ADA improvements, which are required when any overlay project is performed, will bring the sidewalks and driveway aprons on each side of the road into ADA compliance along this highly-utilized pedestrian route. Finally, the project will include the addition of bike lanes in each direction of the roadway, providing a level of protection for the bikes that can often be seen travelling on Blue Ridge Boulevard.

In addition to the necessary safety improvements for motorized and non-motorized users, this project directly coincides with the National Parks Historic Route Retracement Coordination Project, which is a region-wide initiative to trace the Historic Santa Fe, California, and Oregon Trails which directly follow Blue Ridge Boulevard through the City of Raytown. This project, if approved, will be the first project to break ground in this regional project that is expected to promote nonmotorized retracement of the three historic routes and increase bike and pedestrian traffic.

The base bid was in the amount of \$725,563.20. Staff is requesting purchasing authority up to \$775,000.00 to accommodate for potential change orders. This is approximately 7% of the base bid total cost. This amount is within projected amounts and leaves adequate room for construction services within the project cost projections.

Alternatives: Not approve project for 2017, this will require the return of \$131,250.00 in grant funding to the federal government and the City will pay the full, inflated costs at a later date. The roadway degradation will continue to decay and the sidewalks will remain out of ADA compliance.

Budgetary Impact:

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

Fund: Transportation Sales Tax Fund
Amount to Spend: \$775,000.00

Additional Reports Attached: Bid results list and detailed bid tabulation.

A RESOLUTION AUTHORIZING AND APPROVING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH GUNTER CONSTRUCTION COMPANY FOR THE BLUE RIDGE BIKE LANES PROJECT IN AN AMOUNT NOT TO EXCEED \$775,000.00 AND AMEND THE 2016-2017 FISCAL YEAR BUDGET

WHEREAS, the City of Raytown (the "City") issued an invitation to bid on the Blue Ridge Bike Lanes Project on December 20, 2016; and

WHEREAS, the Public Works Department received six (6) bids in response to the invitation and has determined that the bid submitted by Gunter Construction Company in the amount of \$725,563.20 was the most advantageous bid received; and

WHEREAS, the City finds Gunter Construction Company meets all of the qualifications as the lowest and best bidder for the project; and

WHEREAS, the City desires to enter into an agreement with Gunter Construction Company for the Blue Ridge Bike Lanes Project in an amount of \$725,563.20 for such purposes; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$49,436.80 to fund any changes for a total amount not to exceed \$775,000.00 contingent upon debt issuance; and

WHEREAS, in order to complete the repairs it is necessary to amend the Fiscal Year 2016-2017 budget; and

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

THAT the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Gunter Construction Company in the amount of \$725,563.20 for the Blue Ridge Bike Lanes Project, attached hereto as Exhibit "A" and incorporated herein, is hereby authorized and approved; and

FURTHER THAT, the Board of Aldermen finds it is in the best interest of the City to authorize and approve an additional \$49,436.80 to fund any changes a total amount not to exceed \$775,000.00 contingent upon debt issuance; and

FURTHER THAT, the Fiscal Year 2016-2017 Budget approved by Resolution R-2909-16 is hereby amended as follows:

| | |
|---------|---|
| Amount: | \$775,000.00 |
| Fund: | Transportation Sales Tax Fund-Unappropriated Cash Balance |

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 18th day of, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

George E. Kapke, City Attorney



BID RESULTS

Blue Ridge Bike Lanes Project, CMAQ-3343(407)

2:00pm, Tuesday, December 20, 2016

| | CONTRACTOR | BASE BID |
|----|--|---------------------|
| 1. | Gunter Construction Co. | \$725,563.20 |
| 2. | Mega Industries Corp. | \$726,500.00 |
| 3. | J.M. Fahey Construction Co. | \$738,117.80 |
| 4. | Musselman & Hall Contractors, LLC | \$747,392.74 |
| 5. | Little Joe's Asphalt, Inc. | \$843,488.95 |
| 6. | Amino Brothers Co., Inc. | \$853,832.85 |
| | Engineer's Estimate | \$783,852.35 |



BID TABULATION

Blue Ridge Blvd. Bike Lanes Project, CMAQ 3343(407)

DATE BID: Tues., December 20, 2016 at 2:00PM

| Item Description | Est. Qty. | Units | ¹ Gunter Construction | | ² Mega Industries | | ³ J.M. Fahey Constr. | | ⁴ Musselman & Hall | |
|---|-----------|-------|-------------------------------------|--------------|---------------------------------|--------------|------------------------------------|--------------|----------------------------------|--------------|
| | | | Unit Price | Est. Amount | Unit Price | Est. Amount | Unit Price | Est. Amount | Unit Price | Est. Amount |
| 1. Mobilization | 1 | LS | \$36,695.00 | \$36,695.00 | \$68,319.36 | \$68,319.36 | \$14,800.00 | \$14,800.00 | \$11,000.00 | \$11,000.00 |
| 2. Remove Existing Sidewalk | 8497 | SF | \$1.80 | \$15,294.60 | \$1.00 | \$8,497.00 | \$1.75 | \$14,869.75 | \$5.40 | \$45,883.80 |
| 3. Remove Existing Curb & Gutter | 1457 | LF | \$12.40 | \$18,066.80 | \$10.00 | \$14,570.00 | \$10.75 | \$15,662.75 | \$27.00 | \$39,339.00 |
| 4. Remove Existing Driveway | 7558 | SF | \$2.20 | \$16,627.60 | \$2.00 | \$15,116.00 | \$2.50 | \$18,895.00 | \$3.30 | \$24,941.40 |
| 5. Mill Asphalt - Variable Depth 0"-2" | 11940 | SY | \$2.30 | \$27,462.00 | \$2.35 | \$28,059.00 | \$1.75 | \$20,895.00 | \$1.50 | \$17,910.00 |
| 6. Mill White Topping - 4" | 1298 | SY | \$9.35 | \$12,136.30 | \$8.50 | \$11,033.00 | \$7.50 | \$9,735.00 | \$8.00 | \$10,384.00 |
| 7. Asphalt Overlay | 4213 | Ton | \$60.25 | \$253,833.25 | \$57.00 | \$240,141.00 | \$55.00 | \$231,715.00 | \$55.33 | \$233,105.29 |
| 8. Install Curb and Gutter - Type CG-1 | 1457 | LF | \$29.00 | \$42,253.00 | \$34.00 | \$49,538.00 | \$42.50 | \$61,922.50 | \$37.00 | \$53,909.00 |
| 9. Install Concrete Driveway | 7558 | SF | \$6.40 | \$48,371.20 | \$6.50 | \$49,127.00 | \$11.00 | \$83,138.00 | \$7.70 | \$58,196.60 |
| 10. Install 4" Concrete Sidewalk | 5561 | SF | \$5.85 | \$32,531.85 | \$7.00 | \$38,927.00 | \$8.00 | \$44,488.00 | \$7.00 | \$38,927.00 |
| 11. ADA Sidewalk Ramp | 41 | EA | \$1,660.00 | \$68,060.00 | \$1,700.00 | \$69,700.00 | \$1,942.00 | \$79,622.00 | \$1,545.00 | \$63,345.00 |
| 12. 4" Yellow Thermoplastic Paint | 14116 | LF | \$0.70 | \$9,881.20 | \$0.60 | \$8,469.60 | \$0.70 | \$9,881.20 | \$0.65 | \$9,175.40 |
| 13. 6" White Thermoplastic Paint | 7233 | LF | \$0.70 | \$5,063.10 | \$0.68 | \$4,918.44 | \$0.70 | \$5,063.10 | \$0.75 | \$5,424.75 |
| 14. 4" White Thermoplastic Paint | 8899 | LF | \$0.70 | \$6,229.30 | \$0.65 | \$5,784.35 | \$0.65 | \$5,784.35 | \$0.70 | \$6,229.30 |
| 15. 6" Solid White Crosswalk Line | 2186 | LF | \$3.50 | \$7,651.00 | \$3.12 | \$6,820.32 | \$3.25 | \$7,104.50 | \$3.50 | \$7,651.00 |
| 16. 24" Stop Bar | 101 | LF | \$13.00 | \$1,313.00 | \$12.49 | \$1,261.49 | \$12.50 | \$1,262.50 | \$13.95 | \$1,408.95 |
| 17. Preformed Left Arrow | 24 | EA | \$233.00 | \$5,592.00 | \$218.62 | \$5,246.88 | \$219.75 | \$5,274.00 | \$240.00 | \$5,760.00 |
| 18. Preformed Right Arrow | 4 | EA | \$233.00 | \$932.00 | \$218.62 | \$874.48 | \$219.75 | \$879.00 | \$240.00 | \$960.00 |
| 19. Preformed Through Arrow | 50 | EA | \$111.00 | \$5,550.00 | \$104.11 | \$5,205.50 | \$104.75 | \$5,237.50 | \$116.00 | \$5,800.00 |
| 20. Preformed "ONLY" Marking | 5 | EA | \$366.00 | \$1,830.00 | \$343.55 | \$1,717.75 | \$345.50 | \$1,727.50 | \$383.00 | \$1,915.00 |
| 21. Preformed Bicycle Lane Marking | 50 | EA | \$278.00 | \$13,900.00 | \$260.26 | \$13,013.00 | \$261.50 | \$13,075.00 | \$290.00 | \$14,500.00 |
| 22. Preformed Shared Bicycle Lane Marking | 30 | EA | \$333.00 | \$9,990.00 | \$312.32 | \$9,369.60 | \$314.00 | \$9,420.00 | \$348.00 | \$10,440.00 |
| 23. Permanent Signs | 62 | SF | \$66.00 | \$4,092.00 | \$41.64 | \$2,581.68 | \$41.75 | \$2,588.50 | \$47.00 | \$2,914.00 |
| 24. Pedestrian Signal Head | 16 | EA | \$813.00 | \$13,008.00 | \$415.00 | \$6,640.00 | \$720.50 | \$11,528.00 | \$478.00 | \$7,648.00 |
| 25. Push Button Detector | 16 | EA | \$367.00 | \$5,872.00 | \$675.00 | \$10,800.00 | \$360.25 | \$5,764.00 | \$775.00 | \$12,400.00 |
| 26. Preformed Class 2 Pull Box | 4 | EA | \$1,860.00 | \$7,440.00 | \$1,275.00 | \$5,100.00 | \$1,679.00 | \$6,716.00 | \$1,490.00 | \$5,960.00 |
| 27. 8 ft Signal Post | 12 | EA | \$1,175.00 | \$14,100.00 | \$820.00 | \$9,840.00 | \$827.75 | \$9,933.00 | \$945.00 | \$11,340.00 |
| 28. Post Base Concrete | 5.3 | CY | \$1,500.00 | \$7,950.00 | \$1,645.00 | \$8,718.50 | \$2,063.00 | \$10,933.90 | \$1,890.00 | \$10,017.00 |
| 29. R10-3B Pedestrian Sign | 15 | SF | \$45.00 | \$675.00 | \$7.25 | \$108.75 | \$129.50 | \$1,942.50 | \$8.35 | \$125.25 |
| 30. 3" Trenched Conduit | 314 | LF | \$24.00 | \$7,536.00 | \$28.00 | \$8,792.00 | \$23.50 | \$7,379.00 | \$32.00 | \$10,048.00 |
| 31. 3" Pushed Conduit | 141 | LF | \$53.00 | \$7,473.00 | \$44.00 | \$6,204.00 | \$33.25 | \$4,688.25 | \$51.00 | \$7,191.00 |
| 32. 2c #16 Cable | 1340 | LF | \$1.80 | \$2,412.00 | \$0.62 | \$830.80 | \$1.50 | \$2,010.00 | \$0.70 | \$938.00 |
| 33. 5c #12 Cable | 800 | LF | \$2.34 | \$1,872.00 | \$1.50 | \$1,200.00 | \$3.50 | \$2,800.00 | \$1.80 | \$1,440.00 |
| 34. 5c #16 Cable | 1350 | LF | \$2.20 | \$2,970.00 | \$0.95 | \$1,282.50 | \$2.00 | \$2,700.00 | \$1.10 | \$1,485.00 |
| 35. Temporary Construction Signs | 256 | SF | \$20.00 | \$5,120.00 | \$19.00 | \$4,864.00 | \$18.75 | \$4,800.00 | \$21.00 | \$5,376.00 |
| 36. Channelizer | 250 | EA | \$10.00 | \$2,500.00 | \$9.30 | \$2,325.00 | \$9.50 | \$2,375.00 | \$10.50 | \$2,625.00 |
| 37. Type III Movable Barricade | 16 | EA | \$205.00 | \$3,280.00 | \$94.00 | \$1,504.00 | \$94.25 | \$1,508.00 | \$105.00 | \$1,680.00 |
| BASE BID TOTAL = | | | Total = \$725,563.20 | | Total = \$726,500.00 | | Total = \$738,117.80 | | Total = \$747,392.74 | |



BID TABULATION

Blue Ridge Blvd. Bike Lanes Project, CMAQ 3343(407)

DATE BID: Tues., December 20, 2016 at 2:00PM

| Item Description | Est. Qty. | Units | 5 | | 6 | | Engineers Estimate | |
|---|-----------|-------|---------------------------------|---------------------|-------------------------------|---------------------|--------------------|---------------------|
| | | | Little Joe's Asphalt Unit Price | Est. Amount | Amino Brothers Co. Unit Price | Est. Amount | Unit Price | Est. Amount |
| 1. Mobilization | 1 | LS | \$26,325.00 | \$26,325.00 | \$31,045.00 | \$31,045.00 | \$50,000.00 | \$50,000.00 |
| 2. Remove Existing Sidewalk | 8497 | SF | \$2.50 | \$21,242.50 | \$2.20 | \$18,693.40 | \$3.50 | \$29,739.50 |
| 3. Remove Existing Curb & Gutter | 1457 | LF | \$9.15 | \$13,331.55 | \$12.35 | \$17,993.95 | \$20.00 | \$29,140.00 |
| 4. Remove Existing Driveway | 7558 | SF | \$2.65 | \$20,028.70 | \$2.45 | \$18,517.10 | \$3.50 | \$26,453.00 |
| 5. Mill Asphalt - Variable Depth 0"-2" | 11940 | SY | \$3.05 | \$36,417.00 | \$1.75 | \$20,895.00 | \$1.25 | \$14,925.00 |
| 6. Mill White Topping - 4" | 1298 | SY | \$13.50 | \$17,523.00 | \$9.20 | \$11,941.60 | \$2.00 | \$2,596.00 |
| 7. Asphalt Overlay | 4213 | Ton | \$58.40 | \$246,039.20 | \$61.25 | \$258,046.25 | \$59.00 | \$248,567.00 |
| 8. Install Curb and Gutter - Type CG-1 | 1457 | LF | \$34.40 | \$50,120.80 | \$56.80 | \$82,757.60 | \$15.00 | \$21,855.00 |
| 9. Install Concrete Driveway | 7558 | SF | \$9.20 | \$69,533.60 | \$12.15 | \$91,829.70 | \$8.00 | \$60,464.00 |
| 10. Install 4" Concrete Sidewalk | 5561 | SF | \$7.10 | \$39,483.10 | \$9.90 | \$55,053.90 | \$6.25 | \$34,756.25 |
| 11. ADA Sidewalk Ramp | 41 | EA | \$2,050.00 | \$84,050.00 | \$2,519.00 | \$103,279.00 | \$1,500.00 | \$61,500.00 |
| 12. 4" Yellow Thermoplastic Paint | 14116 | LF | \$0.75 | \$10,587.00 | \$0.60 | \$8,469.60 | \$1.75 | \$24,703.00 |
| 13. 6" White Thermoplastic Paint | 7233 | LF | \$0.90 | \$6,509.70 | \$0.95 | \$6,871.35 | \$1.75 | \$12,657.75 |
| 14. 4" White Thermoplastic Paint | 8899 | LF | \$0.80 | \$7,119.20 | \$0.60 | \$5,339.40 | \$1.75 | \$15,573.25 |
| 15. 6" Solid White Crosswalk Line | 2186 | LF | \$3.60 | \$7,869.60 | \$1.05 | \$2,295.30 | \$6.00 | \$13,116.00 |
| 16. 24" Stop Bar | 101 | LF | \$18.00 | \$1,818.00 | \$7.90 | \$797.90 | \$24.00 | \$2,424.00 |
| 17. Preformed Left Arrow | 24 | EA | \$260.00 | \$6,240.00 | \$180.00 | \$4,320.00 | \$390.00 | \$9,360.00 |
| 18. Preformed Right Arrow | 4 | EA | \$380.00 | \$1,520.00 | \$180.00 | \$720.00 | \$390.00 | \$1,560.00 |
| 19. Preformed Through Arrow | 50 | EA | \$126.00 | \$6,300.00 | \$141.00 | \$7,050.00 | \$275.00 | \$13,750.00 |
| 20. Preformed "ONLY" Marking | 5 | EA | \$500.00 | \$2,500.00 | \$341.00 | \$1,705.00 | \$600.00 | \$3,000.00 |
| 21. Preformed Bicycle Lane Marking | 50 | EA | \$300.00 | \$15,000.00 | \$341.00 | \$17,050.00 | \$400.00 | \$20,000.00 |
| 22. Preformed Shared Bicycle Lane Marking | 30 | EA | \$340.00 | \$10,200.00 | \$396.00 | \$11,880.00 | \$400.00 | \$12,000.00 |
| 23. Permanent Signs | 62 | SF | \$55.00 | \$3,410.00 | \$45.35 | \$2,811.70 | \$17.00 | \$1,054.00 |
| 24. Pedestrian Signal Head | 16 | EA | \$500.00 | \$8,000.00 | \$453.00 | \$7,248.00 | \$800.00 | \$12,800.00 |
| 25. Push Button Detector | 16 | EA | \$775.00 | \$12,400.00 | \$737.00 | \$11,792.00 | \$380.00 | \$6,080.00 |
| 26. Preformed Class 2 Pull Box | 4 | EA | \$1,600.00 | \$6,400.00 | \$1,416.00 | \$5,664.00 | \$1,240.00 | \$4,960.00 |
| 27. 8 ft Signal Post | 12 | EA | \$5,520.00 | \$66,240.00 | \$895.00 | \$10,740.00 | \$1,000.00 | \$12,000.00 |
| 28. Post Base Concrete | 5.3 | CY | \$2,000.00 | \$10,600.00 | \$1,796.00 | \$9,518.80 | \$1,500.00 | \$7,950.00 |
| 29. R10-3B Pedestrian Sign | 15 | SF | \$60.00 | \$900.00 | \$7.90 | \$118.50 | \$17.00 | \$255.00 |
| 30. 3" Trenched Conduit | 314 | LF | \$34.00 | \$10,676.00 | \$30.55 | \$9,592.70 | \$16.40 | \$5,149.60 |
| 31. 3" Pushed Conduit | 141 | LF | \$52.00 | \$7,332.00 | \$48.70 | \$6,866.70 | \$26.00 | \$3,666.00 |
| 32. 2c #16 Cable | 1340 | LF | \$1.20 | \$1,608.00 | \$0.65 | \$871.00 | \$1.25 | \$1,675.00 |
| 33. 5c #12 Cable | 800 | LF | \$2.60 | \$2,080.00 | \$1.65 | \$1,320.00 | \$2.00 | \$1,600.00 |
| 34. 5c #16 Cable | 1350 | LF | \$2.10 | \$2,835.00 | \$1.00 | \$1,350.00 | \$1.50 | \$2,025.00 |
| 35. Temporary Construction Signs | 256 | SF | \$22.50 | \$5,760.00 | \$20.40 | \$5,222.40 | \$8.00 | \$2,048.00 |
| 36. Channelizer | 250 | EA | \$13.00 | \$3,250.00 | \$10.20 | \$2,550.00 | \$45.00 | \$11,250.00 |
| 37. Type III Movable Barricade | 16 | EA | \$140.00 | \$2,240.00 | \$101.00 | \$1,616.00 | \$200.00 | \$3,200.00 |
| BASE BID TOTAL = | | | Total = | \$843,488.95 | Total = | \$853,832.85 | Total = | \$783,852.35 |

CITY OF RAYTOWN
Request for Board Action

Date: April 14, 2017

Resolution No.: R-2970-17

To: Mayor and Board of Aldermen

From: Ray Haydaripoor, Director of Community Development

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Approval of a resolution authorizing and approving the continuation of an existing agreement with Midwest Animal ResQ (MARQ) for animal adoption services.

Analysis: The City of Raytown provides animal services which includes impounding animals. When animals are impounded, the City strives to return them to their owners. There are times, however, when the owners are not able to be found. While the veterinary services provider has provided animals for adoption, they have limited kennel space and therefore has limited the time an animal is available for adoption.

Animals that are not returned to their owner will be released to MARQ rather than the City's veterinary services provider. MARQ is operating a pet adoption center at 10312 E. 63rd Street, which provides an increased number of kennels and enable animals to be available for adoption for longer periods of time.

Since we established our partnership with MARQ and based upon the number of animals impounded in 2016, the adoption rate was increased to 228 animals. In comparison, over the same time period in the previous years, an average of 79 animals were adopted. The City's euthanasia rate was also reduced by 88%; therefore, it is anticipated that the continuation of the agreement will result in continued significant increase in the City's live release rate of impounded animals.

MARQ will charge an annual fee of \$7,500.00 for the animal adoption services, which will be paid by the City on a monthly basis. The total fee amount is based upon a cost of \$26.78 per animal with an estimate of 280 animals being released to MARQ per year. The annual amount charged for animal adoption services may be adjusted annually if mutually agreed upon by City and Contractor. In determining any annual adjustment to the fee amount consideration shall include but not be limited to the following:

- A. The number of animals released by City in the previous year
- B. The projected number of animals to be released in the coming year.
- C. Annual funding appropriated by City.

Alternatives: Not approve the resolution to adopt the Agreement.

Fiscal Impact: It is anticipated that the remainder of the current fiscal year costs for animal adoption services will be absorbed through currently budgeted funds for professional services.

Budgetary Impact:

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

Additional Reports / Information Attached: Agreement

A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN EXISTING AGREEMENT WITH MIDWEST ANIMAL RESQ FOR ANIMAL ADOPTION SERVICES FOR FISCAL YEAR 2016-2017 BUDGET

WHEREAS, the City has a need for animal adoption services; and

WHEREAS, Midwest Animal ResQ (MARQ) is qualified to and has been providing such services; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve the continuation of an existing agreement with MARQ for such purposes for fiscal year 2016-2017;

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

THAT the continuation of an existing agreement by and between Midwest Animal ResQ and the City of Raytown for animal adoption services for fiscal year 2016-2017 as set forth in "Exhibit A" is hereby authorized and approved;

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 18th day of April, 2017.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

George E. Kapke, City Attorney

**AGREEMENT FOR ANIMAL BOARDING SERVICES
BY AND BETWEEN
THE CITY OF RAYTOWN, MISSOURI
AND
MIDWEST ANIMAL RESQ**

THIS AGREEMENT is entered into by and between the City of Raytown, Missouri and Midwest Animal ResQ, entered into as of this 5th day of April, 2016.

WHEREAS, the City of Raytown seeks to procure animal adoption services related to animals impounded by the City of Raytown Animal Control; and

WHEREAS, Midwest Animal ResQ was determined to have the ability to provide said animal adoption services; and

WHEREAS, the Board of Aldermen desires to authorize and approve a contract by and between the City of Raytown and Midwest Animal ResQ for the provision of animal adoption services.

Now therefore, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, as follows:

1. **Services to be Rendered:** That Midwest Animal ResQ (hereinafter "Contractor") shall provide animal adoption services in association with the City of Raytown Animal Control services (hereinafter "City"), in accordance with the terms contained herein.
2. **Determination of Adoptable Animals:** All impounded animals except those that are returned to their owners shall be released by City to Contractor except for those animals deemed by City to have a substantial bite history.
3. **Vaccinations & Emergency Medical Treatment:** City agrees to provide rabies shots to each animal prior to release to Contractor. All other vaccinations including but not limited to Distemper, Hepatitis, Parainfluenza and Parvovirus (DHPP) and Bordatella shall be provided by Contractor at Contractor's expense. The City shall have sole discretion to determine needed emergency medical treatment. When possible, City and Contractor hereby agree to consult on injured animals needing emergency medical treatment for which the animal's owner cannot be located to determine if Contractor is able to provide the necessary medical treatment at the Contractor's expense.
4. **Fees & Costs:** City agrees to pay Contractor \$7,000 for the providing animal adoption services, which shall be paid on a monthly basis. Said amount may be adjusted annually if mutually agreed upon by City and Contractor. In determining an annual adjustment to the fee amount consideration shall include but not be limited to the following:
 - A. The number of animals released by City in the previous year
 - B. The projected number of animals to be released in the coming year.
 - C. Annual funding appropriated by City.
 - D. Cost of operating the animal adoption center by Contractor.

Contractor shall submit an invoice to City each month which shall be paid to Contractor within 30 calendar days from the date of said invoice. All costs incurred by Contractor after release of each animal by City shall be the responsibility of Contractor.

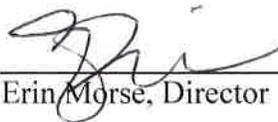
5. Marketing & Promotion of Pet Adoptions: City and Contractor agree to work together to advertise and promote adoption of said animals.
6. Reporting: Contractor shall provide a report to City every quarterly. Said report shall provide the following information:
 - A. Number of animals procured from City;
 - B. Resulting number animals adopted; and
 - C. Number of animals not otherwise adopted and the resolution of said animals.
7. Termination: This Agreement shall continue in full force and effect until terminated under the terms and conditions of this Agreement. Either party may terminate this Agreement for any reason by mailing a notice of termination to the other party at least ninety (90) days before the termination becomes effective. Upon termination, any unpaid fees due to either party shall be paid by the other party within thirty (30) days of such termination date.
8. Indemnification. Each party agrees to indemnify the other party and hold the other party harmless from and against any and all losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) arising from a third party claim directly or indirectly resulting from the indemnifying party's breach or alleged breach of this Agreement, gross negligence or willful misconduct in the performance of its duties and obligations under this Agreement, violation of any law, regulation or ordinance, or incurred in the settlement or avoidance of any such claim.
9. Independent Contractor Status. The relationship created by this Agreement is one of independent contractor and nothing contained in this Agreement will be construed by the parties or by any third person to create the relationship of partners, joint venturers, principal and agent, employer and employee, or any association other than contracting parties under this Agreement. The City will not have the right to control the Contractor as to the specific means or manner in which the Contractor performs the Services under this Agreement.
10. Upon proper authorization and execution by both parties this Agreement shall remain in full force and effect through October 31, 2021.

City of Raytown



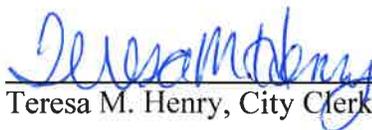
Mahesh Sharma, City Administrator

Midwest Animal ResQ



Erin Morse, Director

Attest:



Teresa M. Henry, City Clerk