

**TENTATIVE AGENDA**  
**RAYTOWN BOARD OF ALDERMEN**  
**COMMITTEE OF THE WHOLE**  
**AUGUST 23, 2016**  
**WORK SESSION**  
**RAYTOWN CITY HALL**  
**10000 EAST 59<sup>TH</sup> STREET**  
**RAYTOWN, MISSOURI 64133**  
**6:00 P.M.**

1. **2016 Property Tax Levies.**  
Point of Contact: Mark Loughry, Interim City Administrator.
2. **Compensation of Elected Officials.**  
Point of Contact: Teresa Henry, City Clerk.
3. **Liquor License Amendment.**  
Point of Contact: Ray Haydaripoor, Interim Development & Public Affairs Director.
4. **Agreement with Jackson County Land Trust-7611 Woodson.**  
Point of Contact: Ray Haydaripoor, Interim Development & Public Affairs Director.
5. **Agreement with Builders Development Corporation-7611 Woodson.**  
Point of Contact: Ray Haydaripoor, Interim Development & Public Affairs Director.
6. **Downtown Streetscape Overlay.**  
Point of Contact: Kati Horner Gonzalez, Interim Public Works Director.
7. **Downtown Streetscape Amenities.**  
Point of Contact: Kati Horner Gonzalez, Interim Public Works Director.
8. **Overview of Little Blue Valley Sewer District Billing Procedures, Influencers and Standings.**  
Point of Contact: Kati Horner Gonzalez, Interim Public Works Director.
9. **Fuel Purchase Agreement.**  
Point of Contact: Kati Horner Gonzalez, Interim Public Works Director.

**CITY OF RAYTOWN  
Request for Board Action**

**Date: August 19, 2016**  
**To: Mayor and Board of Aldermen**  
**From: Mark Loughry, Interim City Administrator**

**Bill No.: XXXX-XX**  
**Section No.: VIII**

**Department Head Approval:** \_\_\_\_\_

**City Administrator Approval:** \_\_\_\_\_

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**Action Requested:** Establish the 2016 Property Tax Levies.

**Analysis:** There is a need to establish the Property Tax Levy rates prior to October 1, 2016.

The City has received its notice of 2016 Assessed Valuation from the County. Finance has recalculated the levy rates using the formula supplied by the State Auditor's Office. These calculations indicated the City could levy a rate of \$0.3531 per \$100.00 assessed valuation for general city operations and a rate of \$0.1795 per \$100.00 assessed valuation for park operations. The 2016 proposed rates represent a slight increase of .0031 compared to 2015. According to Zillow the median home value for Raytown is approximately \$89,900.00. The total taxes collected for the City and Parks on the median home would be \$90.97 compared to \$84.41 last year.

The Adjusted Assessed Valuation:

- Real Estate values decreased by \$1,011,996 or .42% from last year's amounts for a 2016 value of \$239,122,031;
- Personal property value decreased by \$214,210 or .35% from last year's amounts for a 2016 value of \$61,208,484;

Based on the assessed valuation and the proposed mill levy staff is projecting that approximately \$1,100,000.00 will be generated for the General Fund and approximately \$550,000.00 will be generated for the Park Fund.

In accordance with State law, the City must hold a public hearing on the establishment of the levy rate prior to passage of the ordinance approving the 2016 rates. Notice for this public hearing must be published in the newspaper prior to the meeting date.

**Alternatives:** None. This is a calculation required by State Law.

**Additional Reports Attached:**

- 1) 2016 Final Assessed Valuation reports from the County
- 2) State Levy calculation forms

Notice of Public Hearing  
 City of Raytown Property/Real Estate Tax Levy  
 Date of Hearing; September 20, 2016  
 Time: Approximately 7:00 PM  
 Location: Raytown City Hall Council Chambers

	<u>Final 2015</u>	<u>Final 2016</u>	<u>Change</u>
Real Estate	\$240,134,027	\$239,122,031	(\$1,011,996)
Personal Property	\$61,422,694	\$61,208,484	(\$214,210)
State Assessed Railroad and Utility (Real Estate)	\$8,206,995	\$8,179,946	(\$27,049)
State Assessed Railroad and Utility (Personal Property)	\$1,249,368	\$1,288,582	\$39,214
Total Valuation	<u>\$311,013,084</u>	<u>\$309,799,043</u>	<u>(\$1,214,041)</u>
Real Estate New Construction	<u>\$690,142</u>	<u>\$325,591</u>	<u>(\$364,551)</u>
<u>For General City Operations</u>			
Budgeted Revenues from Levy Sources	<u>\$1,098,498</u>	<u>\$1,093,900</u>	<u>(\$4,598)</u>
Levy Tax Rate per \$100 Assessed Valuation	<u>\$0.3532</u>	<u>\$0.3531</u>	<u>(\$0.0001)</u>
<u>For Parks Department Operations</u>			
Budgeted Revenues from Levy Sources	<u>\$548,316</u>	<u>\$553,586</u>	<u>\$5,270</u>
Levy Tax Rate per \$100 Assessed Valuation	<u>\$0.1763</u>	<u>\$0.1795</u>	<u>\$0.0032</u>
<u>Total for the City of Raytown - All Sources</u>			
Budgeted Revenues from all Levy Sources	<u>\$1,646,814</u>	<u>\$1,647,486</u>	<u>\$672</u>
Levy Tax Rate per \$100 Assessed Valuation	<u>\$0.5295</u>	<u>\$0.5326</u>	<u>\$0.0031</u>

## Informational Tax Rate Data

This page shows the information that would have been on the line items for the Summary Page. Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.

Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken in a Prior Even Numbered Year

### Informational Tax Rate Summary Page Information

A. <b>Prior Year Tax Rate Ceiling</b> (Prior Year Informational Tax Rate Data, Line F)	0.3586
B. <b>Current Year Rate Computed</b> (Informational Form A, Line 18 below)	0.3531
C. <b>Amount of Increase Authorized by Voters for Current Year</b> (Informational Form B, Line 15 below)	
D. <b>Rate to Compare to Maximum Authorized Levy</b> [Line B (if no election), Otherwise Line C (if there was an elections)]	0.3531
E. <b>Maximum Authorized Levy</b> (Most Recent Voter Approved Rate)	1.0000
F. <b>Tax Rate Ceiling if No Voluntary Reductions were Taken in a Prior Even Numbered Year</b> (Lower of Line D or E)	<b>0.3531</b>

### Informational Form A, Lines 9-18

9. <b>Percentage Increase in Adjusted Valuation</b> [(Form A, Line 4 - Line 8) / Line 8 x 100]	2.2690%
10. <b>Increase in Consumer Price Index</b> as Certified by the State Tax Commission.	0.7000%
11. <b>Adjusted Prior Year Assessed Valuation</b> (Form A, Line 8)	301,556,721
12. <b>(2015) Tax Rate Ceiling From Prior Year</b> (Informational Summary Page, Line A from above)	0.3586
13. <b>Maximum Prior Year Adjusted Revenue</b> from property that existed in both years. [(Line 11 x Line 12) / 100]	1,081,382
14. <b>Permitted Reassessment Revenue Growth</b> The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a zero for Line 14 purposes. Do not enter less than 0, nor more than 5%.	0.7000%
15. <b>Additional Reassessment Revenue Permitted</b> (Line 13 x Line 14)	7,570
16. <b>Total Revenue Permitted in Current Year</b> from property that existed in both years. (Line 13 + Line 15)	1,088,952
17. <b>Adjusted Current Year Assessed Valuation</b> (Form A, Line 4)	308,399,080
18. <b>Maximum Tax Rate Permitted by Article X, Section 22 and Section 137.073 RSMo. If No Voluntary Reduction was Taken</b> [(Line 16 / Line 17) x 100] Enter this rate on the Informational Data Page, Line B Above.	0.3531

### Informational Form B, Lines 6-15

6. <b>Prior Year Tax Rate Ceiling to Apply Voter Approved Increase to.</b> (Informational Tax Rate Summary Page, Line A if Increase to an Existing Rate, Otherwise 0)	
7. <b>Voter Approved Increased Tax Rate to Adjust</b> (If an "Increase of" ballot, Line 5a + Line 6. If an "Increase to" ballot, Line 5b)	
8. <b>Adjusted Prior Year Assessed Valuation</b> (Form A, Line 8)	
9. <b>Maximum Prior Year Adjusted Revenue</b> from property that existed in both years. (Line 7 x Line 8 / 100)	
10. <b>Consumer Price Index (CPI)</b> as Certified by the State Tax Commission.	0.7000%
11. <b>Permitted Revenue Growth for CPI</b> (Line 9 x Line 10)	
12. <b>Total Revenue Allowed from the Additional Voter Approved Increase</b> from property that existed in both years. (Line 9 + Line 11)	
13. <b>Adjusted Current Year Assessed Valuation</b> (Form A, Line 4)	
14. <b>Adjusted Voter Approved Increased Tax Rate</b> (Line 12 / Line 13 x 100)	
15. <b>Amount of Rate Increase Authorized by Voters for the Current Year</b> (If Line 7 > Line 14, then Line 7, Otherwise, Line 14)	

City of Raytown <small>(Name of Political Subdivision)</small>	09-048-0015 <small>(Political Subdivision Code)</small>	General Revenue <small>(Purpose of Levy)</small>
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The information to complete the Tax Rate Summary Page is available from prior year forms, computed on the attached forms, or on this page.

Information on this tab takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information on the Informational Data tab provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political  
Subdivision Use  
in Calculating its  
Tax Rate

<p><b>A. Prior Year Tax Rate Ceiling</b> as defined in Chapter 137, RSMo. Revised if the Prior Year Data Changed or a Voluntary Reduction was taken in a Non-Reassessment Year. (Prior Year Tax Rate Summary Page, Line F)</p>	0.3586
<p><b>B. Current Year Rate Computed</b> Pursuant to Article X, Section 22 of the Missouri Constitution and Section 137.073, RSMo. <u>If no Voter Approved Increase</u> (Form A, Line 18)</p>	0.3531
<p><b>C. Amount of Rate Increase Authorized by Voters for Current Year</b> (If Same Purpose) Greater of the Voter Approved Increase or Voter Approved Increase Adjusted to provide the revenue available if applied to prior assessment &amp; increased by the CPI %. (Form B, Line 15)</p>	_____
<p><b>D. Rate to Compare to Maximum Authorized Levy to Determine Tax Rate Ceiling</b> [Line B (if no election), Otherwise Line C (if there was an election)]</p>	0.3531
<p><b>E. Maximum Authorized Levy</b> Enter the Most Recent Voter Approved Rate</p>	1.0000
<p><b>F. Current Year Tax Rate Ceiling</b> (Lower of Line D or E) Maximum Legal Rate to Comply with Missouri Laws.</p>	0.3531
<p><b>G1. Less Required Sales Tax Reduction</b> taken from Tax Rate Ceiling (Line F), If Applicable</p>	_____
<p><b>G2. Less 20% Required Reduction 1st Class Charter County Political Subdivision NOT Submitting an Estimate Non-Binding Tax Rate to the County(ies)</b> taken from Tax Rate Ceiling (Line F).</p>	_____
<p><b>H. Less Voluntary Reduction By Political Subdivision</b> taken from the Tax Rate Ceiling (Line F).  NOTICE: A VOLUNTARY REDUCTION TAKEN IN AN EVEN-NUMBERED YEAR WILL LOWER THE TAX RATE CEILING FOR THE FOLLOWING YEAR</p>	_____
<p><b>I. Plus Allowable Recoupment Rate</b> added to Tax Rate Ceiling (Line F). If Applicable (Attach Form G or H)</p>	_____
<p><b>J. Tax Rate To Be Levied</b> (Line F - Line G1 - Line G2 - Line H + Line I)</p>	_____
<p><b>AA. Rate To Be Levied For Debt Service</b> If Applicable (Form C, Line 10)</p>	_____
<p><b>BB. Additional Special Purpose Rate Authorized By Voters</b> After the Prior Year Tax Rates were Set. Greater of the Voter Approved Increase or Voter Approved Increase Adjusted to provide the revenue available if applied to prior year assessment &amp; increased by CPI %. (Form B, Line 15 if Different Purpose)</p>	_____

**NOTE: THIS IS AN INFORMAL TAX RATE CALCULATOR FILE INTENDED FOR POLITICAL SUBDIVISION PRELIMINARY CALCULATIONS ONLY. THIS FILE IS NOT INTENDED TO BE USED BY THE POLITICAL SUBDIVISION TO SUBMIT THEIR TAX RATE TO THE COUNTY.**

**ONLY THE PROFORMA PRINTED FROM THE STATE AUDITOR'S ON-LINE TAX RATE SYSTEM SHOULD BE SUBMITTED TO THE COUNTY TO SET THE FINAL TAX RATE.**

**IF THIS POLITICAL SUBDIVISION LEVIES A PROPERTY TAX RATE PARTIALLY OR WHOLLY IN CLAY COUNTY, JACKSON COUNTY, ST. LOUIS COUNTY, OR THE CITY OF ST. LOUIS AND CHANGES ARE NECESSARY TO THE 2016 TAX RATE FORMS, PLEASE LOG ONTO THE STATE AUDITOR'S TAX RATE SYSTEM AND ENTER UPDATED INFORMATION TO MAKE THOSE CHANGES AND SELECT SUBMIT. CONTACT THE STATE AUDITOR'S OFFICE IF YOU HAVE MISPLACED YOUR USER ID AND/OR PASSWORD.**

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## Informational Tax Rate Data

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Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Based on Prior Year  
Tax Rate Ceiling as if  
No Voluntary Reductions  
were Taken in a Prior  
Even Numbered Year

### Informational Tax Rate Summary Page Information

A. <b>Prior Year Tax Rate Ceiling</b> (Prior Year Informational Tax Rate Data, Line F)	0.1823
B. <b>Current Year Rate Computed</b> (Informational Form A, Line 18 below)	0.1795
C. <b>Amount of Increase Authorized by Voters for Current Year</b> (Informational Form B, Line 15 below)	_____
D. <b>Rate to Compare to Maximum Authorized Levy</b> [Line B (if no election). Otherwise Line C (if there was an elections)]	0.1795
E. <b>Maximum Authorized Levy</b> (Most Recent Voter Approved Rate)	0.4000
F. <b>Tax Rate Ceiling if No Voluntary Reductions were Taken in a Prior Even Numbered Year</b> (Lower of Line D or E)	<u>0.1795</u>

### Informational Form A, Lines 9-18

9. <b>Percentage Increase in Adjusted Valuation</b> [(Form A, Line 4 - Line 8) / Line 8 x 100]	2.2690%
10. <b>Increase in Consumer Price Index</b> as Certified by the State Tax Commission.	<u>0.7000%</u>
11. <b>Adjusted Prior Year Assessed Valuation</b> (Form A, Line 8)	301,556,721
12. <b>(2015) Tax Rate Ceiling From Prior Year</b> (Informational Summary Page, Line A from above)	0.1823
13. <b>Maximum Prior Year Adjusted Revenue</b> from property that existed in both years. [(Line 11 x Line 12) / 100]	549.738
14. <b>Permitted Reassessment Revenue Growth</b> <u>The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%.</u> A negative figure on Line 9 is treated as a zero for Line 14 purposes. Do not enter less than 0, nor more than 5%.	0.7000%
15. <b>Additional Reassessment Revenue Permitted</b> (Line 13 x Line 14)	3,848
16. <b>Total Revenue Permitted in Current Year</b> from property that existed in both years. (Line 13 + Line 15)	553,586
17. <b>Adjusted Current Year Assessed Valuation</b> (Form A, Line 4)	308,399,080
18. <b>Maximum Tax Rate Permitted by Article X, Section 22 and Section 137.073 RSMo. If No Voluntary Reduction was Taken</b> [(Line 16 / Line 17) x 100] <b>Enter this rate on the Informational Data Page, Line B Above.</b>	0.1795

### Informational Form B, Lines 6-15

6. <b>Prior Year Tax Rate Ceiling to Apply Voter Approved Increase to.</b> (Informational Tax Rate Summary Page, Line A if Increase to an Existing Rate, Otherwise 0)	_____
7. <b>Voter Approved Increased Tax Rate to Adjust</b> (If an "Increase of" ballot, Line 5a + Line 6. If an "Increase to" ballot, Line 5b)	_____
8. <b>Adjusted Prior Year Assessed Valuation</b> (Form A, Line 8)	_____
9. <b>Maximum Prior Year Adjusted Revenue</b> from property that existed in both years. (Line 7 x Line 8 / 100)	_____
10. <b>Consumer Price Index (CPI)</b> as Certified by the State Tax Commission.	<u>0.7000%</u>
11. <b>Permitted Revenue Growth for CPI</b> (Line 9 x Line 10)	_____
12. <b>Total Revenue Allowed from the Additional Voter Approved Increase</b> from property that existed in both years. (Line 9 + Line 11)	_____
13. <b>Adjusted Current Year Assessed Valuation</b> (Form A, Line 4)	_____
14. <b>Adjusted Voter Approved Increased Tax Rate</b> (Line 12 / Line 13 x 100)	_____
15. <b>Amount of Rate Increase Authorized by Voters for the Current Year</b> (If Line 7 > Line 14, then Line 7, Otherwise, Line 14)	_____

City of Raytown (Name of Political Subdivision)	09-048-0015 (Political Subdivision Code)	Parks & Recreation (Purpose of Levy)
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For Political  
Subdivision Use  
in Calculating its  
Tax Rate

<p><b>A. Prior Year Tax Rate Ceiling</b> as defined in Chapter 137, RSMo. Revised if the Prior Year Data Changed or a Voluntary Reduction was taken in a Non-Reassessment Year. (Prior Year Tax Rate Summary Page, Line F)</p>	0.1791
<p><b>B. Current Year Rate Computed</b> Pursuant to Article X, Section 22 of the Missouri Constitution and Section 137.073, RSMo. <u>If no Voter Approved Increase</u> (Form A, Line 18)</p>	0.1764
<p><b>C. Amount of Rate Increase Authorized by Voters for Current Year</b> (If Same Purpose) Greater of the Voter Approved Increase or Voter Approved Increase Adjusted to provide the revenue available if applied to prior assessment &amp; increased by the CPI %. (Form B, Line 15)</p>	
<p><b>D. Rate to Compare to Maximum Authorized Levy to Determine Tax Rate Ceiling</b> [Line B (if no election), Otherwise Line C (if there was an election)]</p>	0.1764
<p><b>E. Maximum Authorized Levy</b> Enter the Most Recent Voter Approved Rate</p>	0.4000
<p><b>F. Current Year Tax Rate Ceiling</b> (Lower of Line D or E) Maximum Legal Rate to Comply with Missouri Laws.</p>	0.1764
<p><b>G1. Less Required Sales Tax Reduction</b> taken from Tax Rate Ceiling (Line F), If Applicable</p>	
<p><b>G2. Less 20% Required Reduction 1st Class Charter County Political Subdivision NOT Submitting an Estimate Non-Binding Tax Rate to the County(ies)</b> taken from Tax Rate Ceiling (Line F).</p>	
<p><b>H. Less Voluntary Reduction By Political Subdivision</b> taken from the Tax Rate Ceiling (Line F).  NOTICE: A VOLUNTARY REDUCTION TAKEN IN AN EVEN-NUMBERED YEAR WILL LOWER THE TAX RATE CEILING FOR THE FOLLOWING YEAR</p>	
<p><b>I. Plus Allowable Recoupment Rate</b> added to Tax Rate Ceiling (Line F). If Applicable (Attach Form G or H)</p>	
<p><b>J. Tax Rate To Be Levied</b> (Line F - Line G1 - Line G2 - Line H + Line I)</p>	
<p><b>AA. Rate To Be Levied For Debt Service</b> If Applicable (Form C, Line 10)</p>	
<p><b>BB. Additional Special Purpose Rate Authorized By Voters</b> After the Prior Year Tax Rates were Set. Greater of the Voter Approved Increase or Voter Approved Increase Adjusted to provide the revenue available if applied to prior year assessment &amp; increased by CPI %. (Form B, Line 15 if Different Purpose)</p>	

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**ASSESSMENT DEPARTMENT  
JACKSON COUNTY, MISSOURI**

Jackson County  
Courthouse  
415 E. 12<sup>th</sup> Street  
Kansas City, MO  
64106  
816-881-3263

**NOTICE OF 2016  
AGGREGATE ASSESSED VALUATION  
OF TAX INCREMENT FINANCED PROPERTY**

**CITY - RAYTOWN**

For the year 2016, as shown on the Jackson County Assessment Rolls.

<u>TIF VALUES</u>		
Residential	\$	629
Ag & Hort	\$	0
Commercial	\$	4,465,399

**TOTAL TIF INCREMENT..... \$ 4,466,028**

<u>NEW CONSTRUCTION TIF</u>		
Residential	\$	0
Ag & Hort	\$	0
Commercial	\$	0
<u>TOTAL</u>	\$	0

Note: The amount of "New Construction TIF" is included above.



**JACKSON COUNTY**  
**Collection Department – Kansas City**

415 East 12<sup>th</sup> Street, Suite 100  
Kansas City, Missouri 64106  
[www.jacksongov.org](http://www.jacksongov.org)

(816) 881-3232  
Fax: (816) 881-3142

CITY OF RAYTOWN  
ATTN: DIANE LESTER  
10000 E 59TH STREET  
RAYTOWN, MO 64133

July 27, 2016

Dear Taxing Authority:

As you know, the season to set levies is upon us. In the past, the Jackson County Collection Department has sent out tax bills in October and November.

And, in the past, some taxing jurisdictions have come very close to having their taxes omitted from the tax bills by nearly missing the deadline for fixing their ad valorem property tax rates.

Pursuant to RSMO Section 67.110 each political subdivision located, at least partially, within Jackson County, must fix its ad valorem tax rates not later than **October 1** of the tax year.

Once a political subdivision's proposed tax rate and substantiating data are received by the County Clerk, they will be forwarded to the State Auditor for approval. Because the State Auditor may determine that the political subdivision's proposed tax rate does not comply with Missouri law, and with the deadline for fixing the tax rates fast approaching, I am urging you to provide your proposed tax rate and substantiating data to the County Clerk as soon as possible.

Please feel free to have your attorney contact Jacqueline Sommer, Senior Assistant County Counselor, at (816) 881-3355 or by email [jsommer@jacksongov.org](mailto:jsommer@jacksongov.org), with any questions regarding the deadline discussed above.

Sincerely,

A handwritten signature in blue ink, appearing to read "V. Edwin Stoll".

V. Edwin Stoll  
Director of Collections



**COUNTY LEGISLATURE  
JACKSON COUNTY, MISSOURI**

Jackson County  
Courthouse  
415 E. 12<sup>th</sup> Street  
Kansas City, MO  
64106  
816-881-3242

NOTICE OF 2016  
AGGREGATE ASSESSED VALUATION  
FOR  
**POLITICAL SUBDIVISIONS  
OTHER THAN SCHOOL DISTRICTS**

As required by Section 137.245.3 RSMo., I, Mary Jo Spino, County Clerk of Jackson County, State of Missouri, do hereby certify that the following is the aggregate assessed valuation in Jackson County of...

**City of Raytown**

a political subdivision, for the year 2016, as shown on the Jackson County Assessment Rolls, plus Railroad and Utility valuations as reported by the State Tax Commission.

**REAL PROPERTY** ..... \$ **239,122,031**

	<u>County Assessment Rolls</u>		<u>Locally Assessed RR &amp; Utility</u>		<u>Total</u>
Residential	\$ 198,243,350	+	N/A	=	\$ 198,243,350
Agricultural & Horticultural	\$ 25,621	+	N/A	=	\$ 25,621
Commercial	\$ <u>39,527,568</u>	+	\$ <u>1,325,492</u>	=	\$ <u>40,853,060</u>
	\$ 237,796,539	+	\$ 1,325,492	=	\$ <b>239,122,031</b>

**NEW CONSTRUCTION**

Residential	\$ 116,180
Ag & Hort	\$
<u>Commercial</u>	\$ <u>209,411</u>
<b>TOTAL</b>	\$ 325,591

Note: The Amount of "New Construction" Value(s) are included above

The Non-Taxable Amount of "Abatement and/or TIF" Value(s) are not included above

**PERSONAL PROPERTY** ..... \$ **61,208,484**

	<u>County Assessment Roll</u>		<u>Locally Assessed RR &amp; Utility</u>		<u>Total</u>
"PP-B" Personal Property – Business	\$ 18,656,402	+	\$ 441,288	=	\$ 19,097,690
"PP-I" Personal Property - Individual	\$ <u>42,110,794</u>	+	N/A	=	\$ <u>42,110,794</u>
	\$ 60,767,196	+	\$ 441,288	=	\$ <b>61,208,484</b>

**STATE ASSESSED – REAL PROPERTY** ..... \$ **8,179,946**

**STATE ASSESSED – PERSONAL PROPERTY** ..... \$ **1,288,582**

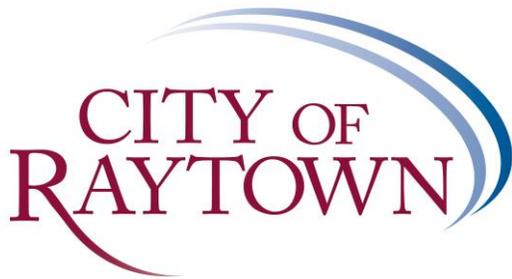
**TOTAL CURRENT VALUATION** ..... \$ **309,799,043**

This information is transmitted to assist you in complying with Section 67.110 RSMo., which requires that notice be given and public hearings held before tax rates are set.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the County of Jackson, at my Office in Kansas City, Missouri, this 12<sup>th</sup> day of July, 2016.



*Mary Jo Spino*  
\_\_\_\_\_  
Mary Jo Spino  
County Clerk



**CITY CLERK'S OFFICE**

10000 EAST 59<sup>TH</sup> STREET

RAYTOWN, MISSOURI 64133-3993

PHONE: 816-737-6004 - FAX: 816-737-6097

E-MAIL: THENRY@RAYTOWN.MO.US

**Date:** August 19, 2016  
**To:** Mayor  
 Board of Aldermen  
**From:** Teresa Henry, City Clerk  
**Re:** Compensation of Elected Officials

The Elected Officials Compensation Committee was established by the Board of Aldermen to review the salary for elected officials and make recommendations for adjustment. An elected official's compensation must be set prior to a person taking office and may not be changed during the term of office, with the exception that the salary may be automatically adjusted during the term of office if the amount of the automatic adjustment is set prior to the start of the term of office. Accordingly, any adjustment the Board of Aldermen deems appropriate to make to the current salary of the Board of Aldermen (5 members), Police Chief or Municipal Judge must be made prior to the April 4, 2017 Election.

The Elected Officials Compensation Committee met on August 11, 2016 to consider the salaries of the election positions of Alderman, Police Chief and Municipal Judge. The recommendations of the Committee are as follows:

**Board of Alderman**

		<b>Increase Yearly</b>
<b>Current-Yearly (\$400.00 + \$50.00 car allowance monthly)</b>	<b>\$5,400.00</b>	
<b>April 2017-Recommended (\$500.00 + \$50.00 car allowance monthly)</b>	<b>\$6,600.00</b>	<b>\$1,200.00</b>
Overall increase until 2019 (5 alderman)		<b>\$6,000.00</b>
Overall increase until 2021 (all 10 alderman)		<b>\$12,000.00</b>

**Municipal Judge**

<b>Current Yearly</b>	<b>\$28,190.99</b>	
<b>April 2017-Recommended 25% increase</b>	<b>\$35,238.74</b>	<b>\$7,047.44</b>
April 2018-2% increase	\$35,943.51	<b>\$704.77</b>
April 2019-2% increase	\$36,662.38	<b>\$733.25</b>
April 2020-2% increase	\$37,395.63	<b>\$747.91</b>
Overall increase until April 2021		<b>\$9,233.37</b>

**City Marshal/Chief of Police**

<b>Current Yearly</b>	<b>\$96,742.00</b>	
<b>April 2017-Recommended 7.5% increase</b>	<b>\$103,997.65</b>	<b>\$7,255.65</b>
April 2018-2% increase	\$106,077.60	<b>\$2,079.95</b>
April 2019-2% increase	\$108,199.16	<b>\$2,121.55</b>
April 2020-2% increase	\$110,363.14	<b>\$2,163.99</b>
Overall increase until April 2021		<b>\$13,621.14</b>

Based on the recommendation of the Committee, a bill amending the salaries of the of the Board of Aldermen, Municipal Judge and City Marshal/Chief of Police will be placed on the agenda of the next regular scheduled Board meeting. If the Board desires staff to prepare any additional legislation to adjust the compensation of other positions, please advise.

If you have any questions, please let me know.

cc: Mark Loughry, Interim City Administrator



City of Raytown – Development and Public Affairs  
10000 East 59<sup>th</sup> Street / Raytown, Missouri 64133 / (816) 737-6011

## MEMORANDUM

**To:** Board of Aldermen  
**From:** Ray Haydaripoor  
Interim Director of Development and Public Affairs  
**Date:** August 18, 2016  
**Subject:** Request for a change to the Code of Ordinances of the City of Raytown regarding liquor license separation requirements from schools, churches and places of worship.

### Background

On Tuesday, July 19, 2016, the Board of Aldermen received a request during public comments to look into amending Section 4-244 of the Code of Ordinances of the City of Raytown, which outlines separation requirements for all new liquor licenses in the City from all schools, churches, and places of religious worship. Currently Section 4-244 states as follows:

“No alcoholic beverage license shall be issued for any premises when said premises are within 300 feet of a school, church, or other building regularly used as a place of religious worship, measured from the nearest point of the enclosing wall of the premises to the nearest point of the school or church building. A licensee legally established shall not become disqualified by reason of the establishment of a church or school subsequent to the issuance of the original license.”

The request to amend the ordinance is to reduce the 300 foot separation requirement to 100 feet, which is the current requirement for all liquor licenses issued by the State of Missouri. Section 311.080.1 of the Missouri Revised Statutes states as follows:

“ No license shall be granted for the sale of intoxicating liquor, as defined in this chapter, within one hundred feet of any school, church or other building regularly used as a place of religious worship, unless the applicant for the license shall first obtain the consent in writing of the board of alderman, city council, or other proper authorities of any incorporated city, town, or village, except that when a school, church or place of worship shall hereafter be established within

one hundred feet of any place of business licensed to sell intoxicating liquor, the license shall not be denied for this reason. Such consent shall not be granted until at least ten days' written notice has been provided to all owners of property within one hundred feet of the proposed licensed premises.”

The State measures the 100 foot separation requirements in the same manner as the City of Raytown, that being from the nearest point of the building to the nearest point to the church or school. Furthermore, the Missouri Revised Statutes grant cities the ability to increase the separation requirement up to 300 feet, so Raytown currently has the most restrictive separation requirements for new liquor licenses that state law allows.

If this ordinance is amended, there are three known businesses that would be applicable for a liquor license under the shortened separation requirement that were not previously: the Dollar General being constructed at E 51<sup>st</sup> St and Blue Ridge Blvd, The NewZroom Café across from Raytown High School on Blue Ridge Blvd, and the Minit Mart on Blue Ridge Blvd, also across from Raytown High School.

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** August 18, 2016

**Resolution No.:** R-\_\_\_\_\_

**To:** Mayor and Board of Aldermen

**From:** Ray Haydaripoor, Interim Director of Development and Public Affairs

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Approval of the Resolution authorizing the conveyance of a Special Warranty Deed, transferring ownership of the property legally described as "All of WOODVUE, LOT 1, a subdivision in Raytown, Jackson County, Missouri, also known as 7611 Woodson Road, Raytown, Missouri" from Jackson County Land Trust to the City of Raytown.

**Analysis:** On February 1, 2016 the Raytown Building Inspector began proceedings to declare the single-family dwelling located on the property at 7611 Woodson to be a dangerous building. The structure had deteriorated to the point of being uninhabitable, due in large part to a fire that had occurred on the premises in December of 2014. In October of 2014 the Board of Aldermen approved a contract between the City and Builder's Development Corporation (BDC), a not-for-profit housing rehabilitation entity, to provide Housing Specialist Services as an extension of the City's Neighborhood Stabilization Program 3 (NSP3) to continue Neighborhood Revitalization efforts in the City.

As such, the City of Raytown seeks to obtain a transfer agreement of the Special Warranty Deed for 7611 Woodson from the current owner, the Land Trust of Jackson County, who obtained the property when it was foreclosed upon and failed to sell on the courthouse steps. As part of the transfer agreement the City of Raytown will be immediately transferring the Special Warrant Deed of the property over to BDC, who from then on will be responsible for maintenance and upkeep of the property until they resell it to new private owners. Direct transfer of the Special Warranty Deed from Jackson County Land Trust to the City, and then immediately from the City over to BDC will eliminate the City's responsibility for maintenance and upkeep of the property.

**Alternatives:** Not approve the resolution authorizing conveyance of the Special Warranty Deed of 7611 Woodson to Builder's Development Corporation from the City of Raytown.

**Fiscal Impact:** None. This conveyance of Special Warranty Deed does not require the City to provide any matching funds.

**Budgetary Impact:**

Not Applicable

**Additional Reports Attached:** Agreement with Builder's Development Corporation and Special Warranty Deed

## SPECIAL WARRANTY DEED

*THIS DEED*, Made on the \_\_\_\_ day of August, A.D., Two Thousand Sixteen (2016), by and between, The Land Trust of Jackson County, Missouri, State of Missouri, (GRANTOR) party of the first part, and **CITY OF RAYTOWN, a Missouri Municipal Corporation**, of the County of Jackson, State of Missouri, (GRANTEE) party of the second part, (Mailing address of said first named grantee is: **(City of Raytown, Attn: City Administrator, 10000 East 59<sup>th</sup> Street, Raytown, MO 64133)**).

WITNESSETH, that whereas, first party has under the terms and provisions of the Land Tax Collection Act, acquired title to the hereinafter described real estate; and

Whereas, said first party has caused said real estate to be classified and appraised, as provided by said Act; and,

Whereas, said first party, acting in pursuant of the power and authority conferred upon it by said Land Tax Act, has effected a sale of the real estate hereinafter described and conveyed at and for a consideration which equals or exceeds two-thirds of the appraised value of said real estate; and,

Whereas, said second party has personally viewed and examined the below described real estate; and,

Whereas, said second party has expressly stated and acknowledged that they have verified the below legal description as the property they intended to purchase.

WITNESSETH, that the said party of the first part, in consideration of the sum of **TWO THOUSAND EIGHT HUNDRED AND THIRTY DOLLARS and NO CENTS (\$2,830.00)** paid pursuant to Land Trust Resolution No. 2016-0622-02 by the said party of the second part (the receipt of which is hereby acknowledged), acting under and pursuant to the power and authority vested in it under said Land Tax Collection Act, does by these presents SELL AND CONVEY unto the said party of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the County of Jackson and State of Missouri, to wit:

**WOODVUE, LOT 1, a Subdivision in Raytown, Jackson County, Missouri**  
[Parcel No. 44-920-03-08-00-0-00-000 commonly known as 7611 Woodson Road, Raytown, MO]

*TO HAVE AND TO HOLD THE SAME*, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part and unto party of the second part's successors and assigns forever; so that neither the said party of the first part nor its successors or assigns nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

*IN WITNESS WHEREOF*, the said party of the first part has hereunto set its hands and seal the day and year above written.

\_\_\_\_\_  
Diane Burnette, Chair

\_\_\_\_\_  
Michael B. Hunter, Assistant Secretary

STATE OF MISSOURI                    )  
  ) ss.  
COUNTY OF JACKSON                )

On this \_\_\_\_ day of August, 2016, before me appeared Diane Burnette and Michael B. Hunter to me personally known, who being by me duly sworn did say that they are the Chair and Assistant Secretary of the Trustees of the Land Trust of Jackson County, Missouri, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Trustees, and said Diane Burnette and Michael B. Hunter acknowledge said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made between THE LAND TRUST OF JACKSON COUNTY, 4900 Swope Parkway, Kansas City, Missouri 64130, and the CITY OF RAYTOWN, 10000 E. 59<sup>th</sup> Street, Raytown, Missouri 64133 (collectively, "Parties"). The parties hereby bind themselves to undertake a Memorandum of Agreement ("Agreement") under the following terms and conditions.

**TERM.** The term of this Agreement shall be for one (1) year from the date of the Board of Aldermen approval.

**GOALS AND OBJECTIVES.** The Land Trust of Jackson County and City of Raytown shall abide by the terms of the Agreement to achieve the following deliverables.

**THE LAND TRUST OF JACKSON COUNTY** will provide the following deliverables:

1. Deed by "Special Warranty Deed" the real estate described as WOODVUE, Lot 1, a subdivision in Raytown, Jackson County, Missouri, also known as 7611 Woodson Road, Raytown, Missouri.

**CITY OF RAYTOWN** will provide the following deliverables:

1. The City of Raytown shall complete the demolition of the structure located on 7611 Woodson Road, Raytown, Missouri, which has sustained substantial fire damage which has not been repaired in which the City of Raytown has obtained a lowest and best bid for demolition of same in the amount of \$ 6,285.00.  
MBCJ
2. The City of Raytown agrees upon completion of the demolition and receipt of the property from The Land Trust of Jackson County that they will convey same to Builders Development Corporation ("BDC") for the construction of a single-family residential home on the property on the terms of the Memorandum of Agreement executed between Builders Development Corporation and the City of Raytown.

**ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the Parties regarding the subject matter of this Agreement and there are no other promises or conditions in any other agreements between the Parties.

**AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both Parties.

**SEVERABILITY.** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, that such provision shall be deemed to be written, construed and enforced as so limited.

**WAIVER OF CONTRACTUAL RIGHTS.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**SIGNATURES.** This Agreement shall be signed on behalf of The Land Trust of Jackson County by Michael B. Hunter, Land Commissioner and Assistant Secretary, and on behalf of the City of Raytown by Mark Loughry, Interim City Manager, and effective as of the date last written below.

  
\_\_\_\_\_  
Michael B. Hunter, Land Commissioner  
and Assistant Secretary  
On behalf of The Land Trust of Jackson County

7-27-16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark Loughry, Interim City Manager  
On behalf of the City of Raytown

\_\_\_\_\_  
Date



WHEREAS it was further ordered adjudged and decreed by said court in said judgment that the foregoing liens for general taxes be foreclosed and that such parcels of real estate be sold by the Court Administrator for Jackson County Missouri subject to the rights-of-way thereon of public utilities on which tax has been otherwise paid subject to valid recorded covenants running with the land and to valid easements of record or in use and subject to any liens thereon of the United States of America and if not sold to the Land Trust subject also to the liens which have attached to such parcels of real estate prior to the time of the filing of the petition affecting such parcels of real estate not then delinquent or which may have attached after the filing of the petition and prior to the Court Administrator's Sale and not included in any answer to such petition at public sale to be held at the South front door of the Jackson County Courthouse in Independence Missouri the same being the same front door at which the sales of real estate are customarily made by such Court Administrator under execution commencing on August 17 2015 between the hours of 9 00 a m and 5 00 p m according to law and that proper notice of said sale be advertised in The Daily Record a daily newspaper of general circulation published in Jackson County Missouri and qualified according to law for the publication of legal notices and advertisements commencing not earlier than six months after the date of said judgment and to be published four times once a week upon the same day of each week during successive weeks prior to the date of such sale and that said Court Administrator make a full report of such sale to the court for its further order and

WHEREAS a duly certified copy of said judgments and orders of sale was issued from the Department of Civil Records of said Circuit Court dated September 23 2014 (12014) October 7 2011 (12011) October 25 2012 (12012) September 27 2013 (12013) and having previous to the day of sale hereinafter mentioned given notice by advertisement in The Daily Record a daily newspaper of general circulation regularly published in Jackson County Missouri once a week and upon the same day of each week for at least four successive weeks prior to the date of the sale hereinafter mentioned said advertisement being published on the following dates

July 24 July 31 August 7 August 14 2015

under and by virtue of said judgments orders of sale and notice the Court Administrator for Jackson County Missouri did commence to offer for sale each of the parcels of real estate included in said judgments orders of sale and notices parcel by parcel at public auction to the highest bidder for cash between the hours of 9 00 a m and 5 00 p m at the South front door of the Jackson County Courthouse in Independence Missouri on August 17 2015 and continuing from day to day thereafter at the same place and commencing at the same time as when first offered or reoffered for sale at such time and place to satisfy the judgment as to each respective parcel of real estate so offered for sale and

WHEREAS having offered for sale separately on three different days each of the parcels of real estate hereinafter described and receiving no bids equal to the full amount of general taxes interest penalties attorney's fees and costs then due thereon the Land Trustees of the Land Trust of Jackson County Missouri were deemed to have bid the full amount of the general taxes interest penalties attorney's fees and costs then due and having received no bids in excess of the bid of the Trustees did announce on the date of the third offering for sale of the real estate that the bid of the trustees was accepted as to the real estate hereinafter described and the same was stricken off and sold separately to the Land Trustees of the Land Trust of Jackson County Missouri The legal description of which said parcels of real estate so sold to said Trustees their respective parcel numbers the amount of the judgment which is a lien thereon the days upon which each said parcel was offered for sale and sold the amount of the bid therefore being scheduled and all parcels or additions resurveys subdivisions plats places or names referred to under the heading "LEGAL DESCRIPTION" in said schedule being parcels or subdivisions of land in Jackson County Missouri as follows

PARCEL NUMBER	LEGAL DESCRIPTION	JUDGMENT INT COSTS PUB FEE	OFFER DATES	DATE SOLD	AMOUNT OF BID
12014-00001	FISHER ADD LOT 2  03-500-04-05-00-0-00-000	\$2 354 51	8/17/15 8/18/15 8/19/15	8/19/15	\$2 354 51
12014-00002	FISHER ADDITION LOT 1  03-500-04-06-00-0-00-000	\$2 823 17	8/17/15 8/18/15 8/19/15	8/19/15	\$2 823 17
12014-00014	JACKSON LITHIA PLACE LOT 108  14-720-20-17-00-0-00-000	\$2 282 89	8/17/15 8/18/15 8/19/15	8/19/15	\$2 282 89
12014-00016	FAIRMOUNT N 1/2 LOT 254  14-730-08-10-00-0-00-000	\$4 094 33	8/17/15 8/18/15 8/19/15	8/19/15	\$4 094 33
12014-00025	BALLARD'S FIRST ADD LOT 17  14-740-17-22-00-0-00-000	\$659 73	8/17/15 8/18/15 8/19/15	8/19/15	\$659 73
12014-00026	MOUNT WASHINGTON LOT 10 BLK 4  14-810-11-12-00-0-00-000	\$1 463 66	8/17/15 8/18/15 8/19/15	8/19/15	\$1 463 66
12014-00041	ST CLAIR PARK LOTS 171 & 172  14-830-19-01-00-0-00-000	\$7 439 76	8/17/15 8/18/15 8/19/15	8/19/15	\$7 439 76
12014-00043	ST CLAIR PARK LOTS 292 & 293  14-830-20-03-00-0-00-000	\$1 012 62	8/17/15 8/18/15 8/19/15	8/19/15	\$1 012 62

PARCEL NUMBER	LEGAL DESCRIPTION	JUDGEMENT INT COSTS PUB FEE	OFFER DATES	DATE SOLD	AMOUNT OF BID
12014-00047	ST CLAIR PARK LOT 346  14-830-22-08-00-0-00-000	\$5 416 83	8/17/15 8/18/15 8/19/15	8/19/15	\$5 416 83
12014-00048	NORTH EVANSTON LOTS 1 & 2 BLK 13  14-840-14-02-00-0-00-000	\$1 463 66	8/17/15 8/18/15 8/19/15	8/19/15	\$1 463 66
12014-00049	NORTH EVANSTON LOTS 3-5 BLK 13  14-840-14-03-00-0-00-000	\$1 678 33	8/17/15 8/18/15 8/19/15	8/19/15	\$1 678 33
12014-00058	NORTH EVANSTON N 1/2 OF LOT 18 BLK 5  14-840-24-11-00-0-00-000	\$3 568 15	8/17/15 8/18/15 8/19/15	8/19/15	\$3 568 15
12014-00059	NORTH EVANSTON N 1/2 LOT 6 BLK 5  14-840-24-35-00-0-00-000	\$3 138 56	8/17/15 8/18/15 8/19/15	8/19/15	\$3 138 56
12014-00060	NORTH EVANSTON LOT 5 BLK 5  14-840-24-36-00-0-00-000	\$2 141 25	8/17/15 8/18/15 8/19/15	8/19/15	\$2 141 25
12014-00063	ATHOL LOT 91  14-940-19-21-00-0-00-000	\$2 156 65	8/17/15 8/18/15 8/19/15	8/19/15	\$2 156 65
12014-00066	ATHOL LOT 123  14-940-20-25-00-0-00-000	\$1 944 96	8/17/15 8/18/15 8/19/15	8/19/15	\$1 944 96

PARCEL NUMBER	LEGAL DESCRIPTION	JUDGEMENT INT COSTS PUB FEE	OFFER DATES	DATE SOLD	AMOUNT OF BID
12014-00068	ATHOL LOT 166  14-940-23-30-00-0-00-000	\$5 489 29	8/17/15 8/18/15 8/19/15	8/19/15	\$5 489 29
12014-00069	BRUMLEY ACRES PT LOT 1 LY N OF CORP LIMIT LINE  15-100-03-29-00-0-00-000	\$832 32	8/17/15 8/18/15 8/19/15	8/19/15	\$832 32
12014-00071	DEER RUN ESTATES---LOT 1  15-430-06-35-00-0-00-000	\$510 32	8/17/15 8/18/15 8/19/15	8/19/15	\$510 32
12014-00072	DEER RUN ESTATES---LOT 3  15-430-06-37-00-0-00-000	\$510 32	8/17/15 8/18/15 8/19/15	8/19/15	\$510 32
12014-00073	DEER RUN ESTATES---LOT 4  15-430-06-38-00-0-00-000	\$510 32	8/17/15 8/18/15 8/19/15	8/19/15	\$510 32
12014-00074	DEER RUN ESTATES---LOT 5  15-430-06-39-00-0-00-000	\$510 32	8/17/15 8/18/15 8/19/15	8/19/15	\$510 32
12014-00075	DEER RUN ESTATES---LOT 6  15-430-06-40-00-0-00-000	\$510 32	8/17/15 8/18/15 8/19/15	8/19/15	\$510 32
12014-00076	DEFR RUN ESTATES---LOT 7  15-430-06-41-00-0-00-000	\$510 32	8/17/15 8/18/15 8/19/15	8/19/15	\$510 32

PARCEL NUMBER	LEGAL DESCRIPTION	JUDGEMENT INT COSTS PUB FEE	OFFER DATES	DATE SOLD	AMOUNT OF BID
12014-00077	DEER RUN ESTATES---LOT 8  15-430-06-42-00-0-00-000	\$510 32	8/17/15 8/18/15 8/19/15	8/19/15	\$510 32
12014-00078	DEER RUN ESTATES---LOT 9  15-430-06-43-00-0-00-000	\$510 32	8/17/15 8/18/15 8/19/15	8/19/15	\$510 32
12014-00079	DEER RUN ESTATES---LOT 11  15-430-06-45-00-0-00-000	\$510 32	8/17/15 8/18/15 8/19/15	8/19/15	\$510 32
12014-00080	DEER RUN ESTATES---LOT 12  15-430-06-46-00-0-00-000	\$510 32	8/17/15 8/18/15 8/19/15	8/19/15	\$510 32
12014-00081	DEER RUN ESTATES---LOT 13  15-430-06-47-00-0-00-000	\$510 32	8/17/15 8/18/15 8/19/15	8/19/15	\$510 32
12014-00082	DEER RUN ESTATES---LOT 14  15-430-06-48-00-0-00-000	\$510 32	8/17/15 8/18/15 8/19/15	8/19/15	\$510 32
12014-00083	DEER RUN ESTATES---LOT 15  15-430-06-49-00-0-00-000	\$510 32	8/17/15 8/18/15 8/19/15	8/19/15	\$510 32
12014-00084	DEER RUN ESTATES---LOT 16  15-430-06-50-00-0-00-000	\$463 99	8/17/15 8/18/15 8/19/15	8/19/15	\$463 99

PARCEL NUMBER	LEGAL DESCRIPTION	JUDGEMENT INT COSTS PUB FEE	OFFER DATES	DATE SOLD	AMOUNT OF BID
12014-00085	DEER RUN ESTATES---LOT 17  15-430-06-51-00-0-00-000	\$463 99	8/17/15 8/18/15 8/19/15	8/19/15	\$463 99
12014-00086	DEER RUN ESTATES---LOT 18  15-430-06-52-00-0-00-000	\$463 99	8/17/15 8/18/15 8/19/15	8/19/15	\$463 99
12014-00087	DEER RUN ESTATES---LOT 19  15-430-06-53-00-0-00-000	\$463 99	8/17/15 8/18/15 8/19/15	8/19/15	\$463 99
12014-00088	DEER RUN ESTATES---LOT 20  15-430-06-54-00-0-00-000	\$371 26	8/17/15 8/18/15 8/19/15	8/19/15	\$371 26
12014-00089	DEER RUN ESTATES---LOT 21  15-430-06-55-00-0-00-000	\$463 99	8/17/15 8/18/15 8/19/15	8/19/15	\$463 99
12014-00099	GRIFFITH PLACE LOT 24 & W 1/2 VAC ALLEY LY E & ADJ  15-830-01-04-00-0-00-000	\$251 89	8/17/15 8/18/15 8/19/15	8/19/15	\$251 89
12014-00100	GRIFFITH PLACE LOT 28 & W 1/2 VAC ALLEY LY E & ADJ  15-830-01-08-00-0-00-000	\$251 89	8/17/15 8/18/15 8/19/15	8/19/15	\$251 89
12014-00101	GRIFFITH PLACE W 75' OF LOT 30  15-830-01-10-00-0-00-000	\$251 89	8/17/15 8/18/15 8/19/15	8/19/15	\$251 89

PARCEL NUMBER	LEGAL DESCRIPTION	JUDGMENT INT COSTS PUB FEE	OFFER DATES	DATE SOLD	AMOUNT OF BID
12014-00102	GRIFFITH PLACE LOT 30 (EX W 75')  15-830-01-11-00-0-00-000	\$222 56	8/17/15 8/18/15 8/19/15	8/19/15	\$222 56
12014-00103	GRIFFITH PLACE LOTS 25-27 & W 1/2 VAC ALLEY LY E & ADJ  15-830-01-19-00-0-00-000	\$303 40	8/17/15 8/18/15 8/19/15	8/19/15	\$303 40
12014-00106	GRIFFITH PLACE LOT 53  15-830-15-02-00-0-00-000	\$1 304 52	8/17/15 8/18/15 8/19/15	8/19/15	\$1 304 52
12014-00109	PICKWICK PLACE N 12 5' LOT 66 & S 37 5' LOT 67  15-830-34-05-00-0-00-000	\$3 612 98	8/17/15 8/18/15 8/19/15	8/19/15	\$3 612 98
12014-00110	PICKWICK PLACE N 7 5' VAC ALLEY LY S & ADJ TO LOT 66 & S 37 5' LOT 66 & S 7 5' VAC ALLEY N & ADJ LOTS 64 & 65 15-830-34-06-00-0-00-000	\$5 638 79	8/17/15 8/18/15 8/19/15	8/19/15	\$5 638 79
12014-00114	ALBERTIS SUGAR CREEK ADD LOTS 33 & 34  15-920-05-27-00-0-00-000	\$501 75	8/17/15 8/18/15 8/19/15	8/19/15	\$501 75
12014-00117	MCCORMICK LOTS 251 & 252  15-930-02-02-00-0-00-000	\$2 838 66	8/17/15 8/18/15 8/19/15	8/19/15	\$2 838 66

PARCEL NUMBER	LEGAL DESCRIPTION	JUDGEMENT INT COSTS PUB FEE	OFFER DATES	DATE SOLD	AMOUNT OF BID
12014-00154	RNG-31 TWP-49 SEC-07 BEG 1937 94' N & 763 38' W OF SE COR OF NE 1/4 TH S 76 DEG E 102' TH S 87 DEG E 156' TH S 2 DEG W 50' 1H S 87 DEG E 41 41' TH S 75 74' TH E 73 41' TH N 7 DEG E 240' TH N 83 DEG W 373 13' TH S 13 DEG W 127 93 TO POB  25-410-10-06-02-0-00-000	\$4 710 01	8/17/15 8/18/15 8/19/15	8/19/15	\$4 710 01
12014-00164	CAMWOOD TR A LY S OF A LI 660' N & PARA TO S LI SEC 18 TWP 49 RNG 31  25-930-15-52-00-0-00-000	\$503 56	8/17/15 8/18/15 8/19/15	8/19/15	\$503 56
12014-00184	LEWIS JOHN ADD E 80' OF LOI 19  26-220-04-12-00-0-00-000	\$8 275 88	8/17/15 8/18/15 8/19/15	8/19/15	\$8 275 88
12014-00186	JOHNSONS 1ST ADD--- PT LOT 25 DAF BEG SE COR TH N 79 5' TH W 145' MOL TH S 79 5' TH E 145' TO POB  26-220-12-22-00-0-00-000	\$3,091 94	8/17/15 8/18/15 8/19/15	8/19/15	\$3 091 94
12014-00189	JOHNSONS 1ST ADD W 70' OF N 108 2' OF LOT 32  26-220-24-04-00-0-00-000	\$1 948 48	8/17/15 8/18/15 8/19/15	8/19/15	\$1 948 48
12014-00200	MINDRUP HEIGHTS ALL LOT 14 & PT OF LOT 15 DAF BEG SE COR LOT 15 TH TH W 50' TH N 18' TO N LI LOT 15 1H NE 70' TO NE COR LOT 15 TH S AI G E LI LOT 15 TO POB & ALSO ALL VAC ALLEY LY NLY & ADJ TO LOT 14 & SD PT OF LOT 15  26-320-07-11-00-0-00-000	\$1 067 24	8/17/15 8/18/15 8/19/15	8/19/15	\$1 067 24
12014-00213	VERNON PLACE LOT 45  26-340-08-10-00-0-00-000	\$4 918 15	8/17/15 8/18/15 8/19/15	8/19/15	\$4 918 15

PARCEL NUMBER	LEGAL DESCRIPTION	JUDGEMENT INT COSTS PUB FEE	OFFER DATES	DATE SOLD	AMOUNT OF BID
12014-00215	OTT AND ROBERTS RES MUNNS ADD E 1/2 OF LOT 35  26-410-03-03-00-0-00-000	\$1 454 32	8/17/15 8/18/15 8/19/15	8/19/15	\$1 454 32
12014-00218	PACIFIC PLACE LOTS 18-19-20 & 21  26-410-13-18-00-0-00-000	\$846 85	8/17/15 8/18/15 8/19/15	8/19/15	\$846 85
12014-00219	NICHOLS RES OF LOTS 17 TO 25 INCL OF BLK 15 SOUTH SIDE ADD #2 LOT 6  26-410-21-01-00-0-00-000	\$5 325 03	8/17/15 8/18/15 8/19/15	8/19/15	\$5 325 03
12014-00228	ENGLEWOOD PARK LOT 85  26-420-27-18-00-0-00-000	\$2 461 91	8/17/15 8/18/15 8/19/15	8/19/15	\$2 461 91
12014-00233	BARNES PLACE PT OF LOTS 13 & 14 DAF BEG AT NW COR LOT 9 FRENCH PARK TH N 20' TH E 50' TH S 20' TH W 50' TO POB  26-520-10-13-01-0-00-000	\$222 56	8/17/15 8/18/15 8/19/15	8/19/15	\$222 56
12014-00235	SUMMIT LOT 53  26-530-06-19-00-0-00-000	\$846 85	8/17/15 8/18/15 8/19/15	8/19/15	\$846 85
12014-00253	COOPER'S ADDITION---LOT 26  26-620-11-02-01-0-00-000	\$1 885 81	8/17/15 8/18/15 8/19/15	8/19/15	\$1 885 81
12014-00286	MAYWOOD LOT 24 BLK 2  27-140-05-02-00-0-00-000	\$12 431 89	8/17/15 8/18/15 8/19/15	8/19/15	\$12 431 89

PARCEL NUMBER	LEGAL DESCRIPTION	JUDGEMENT INT COSTS PUB FEE	OFFER DATES	DATE SOLD	AMOUNT OF BID
12014-00298	EVANSTON PARK W 200' LOT 19 BLK 2 (EX PT IN STS)  27-210-02-14-00-0-00-000	\$223 37	8/17/15 8/18/15 8/19/15	8/19/15	\$223 37
12014-00303	EVANSTON PARK W 16' S & E OF LOT 8 & W 16' OF N 35' LOT 9 BLK 2  27-210-10-05-00-0-00-000	\$261 02	8/17/15 8/18/15 8/19/15	8/19/15	\$261 02
12014-00308	FAIRLAND VIEW LOT 31  27-240-11-26-00-0-00-000	\$806 55	8/17/15 8/18/15 8/19/15	8/19/15	\$806 55
12014-00311	SEC-8 TWP-49 RNG-32---BEG PT 132' E & 198' S OF NW COR OF NW 1/4 NE 1/4 TH E 159' TH S 300' TH W 159' TH N 300' TO POB  27-510-06-18-00-0-00-000	\$3 895 09	8/17/15 8/18/15 8/19/15	8/19/15	\$3 895 09
12014-00317	BLUERIDGE VIEW S 122 FT OF LOT 19  27-540-03-30-00-0-00-000	\$486 50	8/17/15 8/18/15 8/19/15	8/19/15	\$486 50
12014-00325	ABSTON PLACE LOT 30  27-610-29-02-00-0-00-000	\$18 925 06	8/17/15 8/18/15 8/19/15	8/19/15	\$18 925 06
12014-00331	GREEN HEIGHTS LOTS 18 & 19 (EX W 131')  27-630-03-24-00-0-00-000	\$486 50	8/17/15 8/18/15 8/19/15	8/19/15	\$486 50
12014-00342	COUNTRY CLUB ACRES 1/3 AC LOTS 1-3 (EX PT TAKN FOR ROW)  27-740-08-21-00-0-00-000	\$1 533 60	8/17/15 8/18/15 8/19/15	8/19/15	\$1 533 60

PARCEL NUMBER	LEGAL DESCRIPTION	JUDGEMENT INT COSTS PUB FEE	OFFER DATES	DATE SOLD	AMOUNT OF BID
12014-00343	BALLEW PLACE N 100' LOT 2 (EX PT T&N FOR ROW)  27-740-20-05-00-0-00-000	\$947.59	8/17/15 8/18/15 8/19/15	8/19/15	\$947.59
12014-00345	HARDY HEIGHTS LOT 90  27-740-21-01-00-0-00-000	\$851.30	8/17/15 8/18/15 8/19/15	8/19/15	\$851.30
12014-00346	HARDY HEIGHTS LOT 91  27-740-21-28-00-0-00-000	\$252.51	8/17/15 8/18/15 8/19/15	8/19/15	\$252.51
12014-00387	STEWART HEIGHTS LOT 87  33-230-04-04-00-0-00-000	\$7,471.66	8/17/15 8/18/15 8/19/15	8/19/15	\$7,471.66
12014-00439	BRISTOL PARK---TR A  37-910-03-15-00-0-00-000	\$851.00	8/17/15 8/18/15 8/19/15	8/19/15	\$851.00
12014-00502	HEATHERTON LOT 49 & S 1/2 VAC 82ND ST N & ADJ  45-830-07-03-00-0-00-000	\$18,520.37	8/17/15 8/18/15 8/19/15	8/19/15	\$18,520.37
12014-00520	BALL'S FOOD CENTER 3RD PLAT LOT 5  52-840-01-99-02-0-00-000	\$19,670.71	8/17/15 8/18/15 8/19/15	8/19/15	\$19,670.71
12014-00569	WHITE RIDGE FARM S 5' OF LOT 62  62-610-15-10-00-0-00-000	\$247.35	8/17/15 8/18/15 8/19/15	8/19/15	\$247.35

PARCEL NUMBER	LEGAL DESCRIPTION	JUDGEMENT INT COSTS PUB FEE	OFFER DATES	DATE SOLD	AMOUNT OF BID
12014-00587	MCFARLANDS ADD LOT 8 BLK 4 & E 1/2 VAC ALLEY W & ADJ & W 8' 2ND AVE ADJ  71-920-21-04-00-0-00-000	\$1 043 27	8/17/15 8/18/15 8/19/15	8/19/15	\$1 043 27
12014-00588	MCFARLAND'S ADD LOT 7 BLK 4 & E 1/2 VAC ALLEY W & ADJ & W 8' OF 2ND AVE LY E & ADJ  71-920-21-07-02-0-00-000	\$1 043 27	8/17/15 8/18/15 8/19/15	8/19/15	\$1 043 27
12013-00039	ST CLAIR PARK LOT 282  14-830-16-07-00-0-00-000	\$4 440 41	8/17/15 8/18/15 8/19/15	8/19/15	\$4 440 41
12013-00479	WOODVUE LOT 1  44-920-03-08-00-0-00-000	\$6 460 41	8/18/15 8/19/15 8/20/15	8/20/15	\$6 460 41

AND WHEREAS on September 15 2015 the Court Administrator for Jackson County Missouri did file with the Department of Civil Records of said court the Court Administrator's Report of Sale and

WHEREAS on December 4 2015 the said court rendered judgment and order confirming said sale and directing a deed to issue to the purchaser

AND WHEREAS on December 4 2015 said court did find and conclude that the Court Administrator for the Circuit Court of Jackson County Missouri is the proper party in Jackson County Missouri to issue deeds of conveyance under the Land Tax Collection Act and did order and direct that the Court Administrator issue and execute said deed

WHEREAS a duly certified copy of the aforesaid judgments and orders of the court were issued from the Department of Civil Records of said court and delivered to the Court Administrator for the Circuit Court of Jackson County Missouri on December 4 2015

NOW THEREFORE in consideration of the premises I JEFFREY A EISENBEIS duly and lawfully appointed Court Administrator for the Circuit Court of Jackson County Missouri do hereby assign transfer and convey to the Land Trustees of THE LAND TRUST OF JACKSON COUNTY MISSOURI all of the right title interest and estate in and to said parcels of real estate so stricken off and sold to them as aforesaid to Have and to Hold the same unto themselves their successors and assigns forever with all the right and appurtenances thereto belonging in absolute fee simple subject to rights-of-way thereon of public utilities on which tax has been otherwise paid and subject to any lien thereon of the United States of America if any as fully and effectively to all intents and purposes in law as I as Court Administrator for the Circuit Court of Jackson County Missouri might could or ought to sell and convey the same by virtue of the Land Tax Collection Act and the aforesaid judgments orders and notices

IN WITNESS WHEREOF I JEFFREY A EISENBEIS Court Administrator for the Circuit Court of Jackson County

Missouri have hereunto set my hand and affixed the seal of said Circuit Court on FEB 19 2016



COURT ADMINISTRATOR  
CIRCUIT COURT OF JACKSON COUNTY MISSOURI

A handwritten signature in black ink, appearing to read "J. Eisenbeis", is written over a horizontal line.

JEFFREY A. EISENBEIS

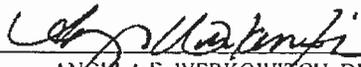
STATE OF MISSOURI            )  
  )  SS  
COUNTY OF JACKSON         )

BE IT REMEMBERED that on 19 February 2016 before the Honorable Marco A Roidan a Judge of the Circuit Court of Jackson County Missouri came into open Court JEFFREY A EISENBEIS personally known to said Judge to be the same person whose name is subscribed to the foregoing instrument in writing as having executed the same as Court Administrator and also known to be the Court Administrator for the Circuit Court of Jackson County Missouri aforesaid and then and there in open Court before said Judge acknowledged said instrument to be her free act and deed as the Court Administrator for the Circuit Court of Jackson County Missouri for the purposes therein mentioned this certificate of said acknowledgment being ordered by said Court to be endorsed by the Director of the Department of Civil Records on this deed

IN TESTIMONY WHEREOF I ANGELA E WERKOWITCH Director of the Department of Civil Records of said Court have hereunto set my hand and affixed the seal of said Court done at my office in Kansas City Missouri in the County aforesaid



DEPARTMENT OF CIVIL RECORDS  
COURT ADMINISTRATOR'S OFFICE  
CIRCUIT COURT OF JACKSON COUNTY MISSOURI

  
ANGELA E WERKOWITCH DIRECTOR

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** August 18, 2016

**Resolution No.:** R-\_\_\_\_\_

**To:** Mayor and Board of Aldermen

**From:** Ray Haydaripoor, Interim Director of Development and Public Affairs

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

**City Administrator Approval:** \_\_\_\_\_

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**Action Requested:** Approval of a Resolution authorizing the conveyance of a Special Warranty Deed, transferring ownership of the property legally described as "All of WOODVUE, LOT 1, a subdivision in Raytown, Jackson County, Missouri, also known as 7611 Woodson Road, Raytown, Missouri" from the City of Raytown to Builder's Development Corporation.

**Analysis:** On February 1, 2016 the Raytown Building Inspector began proceedings to declare the single-family dwelling located on the property at 7611 Woodson to be a dangerous building. The structure had deteriorated to the point of being uninhabitable, due in large part to a fire that had occurred on the premises in December of 2014. The City obtained bids to demolish the fire-damaged house, but the bid prices showed to be cost prohibitive to the City. In October of 2014 the Board of Aldermen approved a contract between the City and Builder's Development Corporation (BDC), a not-for-profit housing rehabilitation entity, to provide Housing Specialist Services as an extension of the City's Neighborhood Stabilization Program 3 (NSP3) to continue Neighborhood Revitalization efforts in the City.

As such, the City of Raytown seeks a transfer agreement of the Special Warranty Deed for 7611 Woodson from the City of Raytown, previously obtained by the City from the Land Trust of Jackson County, to the BDC. BDC needs possession of the legal title of the property before they can begin to rehabilitate it.

A new or rehabilitated home on the property will serve the Raytown community better than a vacant lot, which would continue to require maintenance and mowing from the City. Instead, the property will be resold to new private owners upon completion of the rehabilitation, who from then on will be responsible for maintenance and upkeep of the property. Furthermore, a property with a livable dwelling will provide more revenue to the City than a vacant lot. Direct transfer of the Special Warranty Deed from Jackson County Land Trust to the City, and then immediately from the City over to BDC will eliminate the City's responsibility for maintenance and upkeep of the property.

This resolution will be in effect for one year from the date of approval from the Board of Aldermen.

**Alternatives:** Not approve the resolution authorizing conveyance of the Special Warranty Deed of 7611 Woodson to Builder's Development Corporation from the City of Raytown.

**Fiscal Impact:** None. This conveyance of Special Warranty Deed does not require the City to provide any matching funds.

**Budgetary Impact:**

Not Applicable

**Additional Reports Attached:** Agreement with Builder's Development Corporation and Special Warranty Deed

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made between BUILDERS DEVELOPMENT CORPORATION (“BDC”), 600 E. 103<sup>rd</sup> Street, Kansas City, Missouri 64131, and the CITY OF RAYTOWN, 10000 E. 59<sup>th</sup> Street, Raytown, Missouri 64133 (collectively, “Parties”). The parties hereby bind themselves to undertake a Memorandum of Agreement (“Agreement”) under the following terms and conditions.

**TERM.** The term of this Agreement shall be for one (1) year from the date of the Board of Aldermen approval.

**GOALS AND OBJECTIVES.** BDC and City of Raytown shall abide by the terms of the Agreement to achieve the following deliverables.

**CITY OF RAYTOWN** will provide the following deliverables:

1. Deed by “Special Warranty Deed” the real estate described as WOODVUE, Lot 1, a subdivision in Raytown, Jackson County, Missouri, also known as 7611 Woodson Road, Raytown, Missouri.

**BDC** will provide the following deliverables:

1. Construction of a single family residential home on the property within the terms of this Agreement incorporating the following:
  - a. Three (3) bedrooms;
  - b. Two (2) bathrooms;
  - c. Two (2) car garage;
  - d. Finished area of at least 1,200 square feet with basement; and
  - e. Energy star compliant.

**REMEDIES ON DEFAULT.** If the BDC does not construct or fails to complete their deliverables within the term, the City of Raytown may require BDC to re-convey the property to the City of Raytown by “Special Warranty Deed” and BDC agrees to do so without any compensation from the City of Raytown for any construction work that may have commenced by BDC or any of its contractors, sub-contractors, etc.

**ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the Parties regarding the subject matter of this Agreement and there are no other promises or conditions in any other agreements between the Parties.

**AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both Parties.

**SEVERABILITY.** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, that such provision shall be deemed to be written, construed and enforced as so limited.

**WAIVER OF CONTRACTUAL RIGHTS.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**SIGNATURES.** This Agreement shall be signed on behalf of Builder Development Corporation by Michael Snodgrass, Executive Director, and on behalf of the City of Raytown by Mark Loughry, Interim City Manager, and effective as of the date last written below.



\_\_\_\_\_  
Michael Snodgrass, Executive Director  
On behalf of Builders Development Corporation

July 20, 2016

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark Loughry, Interim City Manager  
On behalf of the City of Raytown

\_\_\_\_\_  
Date

## MISSOURI SPECIAL WARRANTY DEED

THIS INDENTURE, made on the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Raytown, a Missouri Fourth Class City, party of the first part, and Builders Development Corporation, an entity organized and existing under the laws of the State of Missouri, with its principle office located at 600 NE 103<sup>rd</sup> Street, Kansas City, Missouri 64131, the party of the second part.

WITNESSETH, THAT THE PARTY OF THE FIRST PART, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the party of the second part (the receipt of which is hereby acknowledged) does by these presents, GRANT, BARGAIN, SELL and CONVEY unto the party of the second part, and its successor and assigns, the following described lots, tracts or parcels of land lying, being and situated in the County of Jackson and State of Missouri, to wit:

All of WOODVUE, LOT 1, a subdivision in Raytown, Jackson County, Missouri, also known as 7611 Woodson, Raytown, Missouri.

SUBJECT TO: (a) easements, restrictions, reservations and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and (c) rights of the public in and to the parts thereof in streets, roads and alleys.

TO HAVE AND TO HOLD the described premises, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the said party of the second part and unto its successors and assigns forever; the party of the first part, hereby covenanting that:

1. The premises are free from any encumbrance done or suffered by it, except as herein provided; and
2. That it will warrant and defend the title to the premises unto the party of the second part and unto its successors and assigns forever, against the lawful claim and demands of all persons claiming against it, except as herein provided.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed the day and year above written.

CITY OF RAYTOWN, MISSOURI

\_\_\_\_\_  
Mark Loughry, Interim City Administrator

ATTEST:

\_\_\_\_\_  
Teresa Henry, City Clerk

STATE OF MISSOURI     )  
                                  ) SS.  
COUNTY OF JACKSON    )

NOW, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me a Notary Public in and for the County and State above, appeared Mark Loughry, Interim City Administrator of the City of Raytown, Missouri, and Teresa Henry, City Clerk of the City of Raytown, Missouri, personally known to me to be the persons who executed the foregoing Special Warranty Deed by Resolution No. \_\_\_\_\_ of the Board of Aldermen of the City of Raytown, Missouri, and who acknowledged to me that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:



02/01/2016



02/01/2016



02/01/2016



02/01/2016



02/01/2016



02/01/2016



02/01/2016



GOD BOND PER  
TAPE

02/01/2016



**CONDEMNED**  
This structure is unsafe and its  
Occupancy Has Been Prohibited by the  
Code Official.  
DO NOT REMOVE THIS WARNING  
Without the approval of the local authority. Occupancy  
is prohibited in this structure until the structure is  
deemed safe by the local authority.  
Dated: 12/16/2015  
By: [Signature]  
City of [City Name]

02/01/2016 761

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** August 18, 2016

**Resolution No.:** R-\_\_\_\_\_

**To:** Mayor and Board of Aldermen

**From:** Kati Horner Gonzalez, Interim Director of Public Works

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Discussion to provide direction on how to proceed regarding the potential repaving of the Downtown Streetscape project limits.

**Recommendation:** Put the annual Mill and Overlay project out to bid in fall/winter for a spring construction time frame.

**Background:** The Downtown Streetscape construction has wrapped up, and discussion has occurred regarding the potential to repave the streets in the area as a capstone of the project. In response, Public Works staff has prepared potential cost estimates for the pavement and striping associated with the project.

Public Works staff recommends that the project be let for bid in late fall or early winter to improve the costs associated with repaving the area. The concerns are that if the project is to be constructed this late in the season, costs will be very high and will occur during weather that is unfavorable for paving if we do not restrict the paving to a quick time frame.

The project will include Mill and Overlay of the project area, and will not extend beyond those limits. It will also include pavement marking replacement. The project, if it is decided to move forward at this time, will be ready for immediate bid. Staff recommends at least 3 weeks for contractors to bid on the project.

**Alternatives:** Do not pave the area.

**Budgetary Impact:**

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

**Attachments:** Overlay Estimate Overview with Approximate Location Map

## 2016 OVERLAY -- DOWNTOWN STREETScape

Estimated cost if the project is bid this fall and constructed in the Spring of 2017:

<u>Description</u>	<u>Total</u>
Mill & Overlay w/Striping	<b>\$55,203.85</b>

Estimated cost if the project is bid this summer and constructed this Fall of 2016:

<u>Description</u>	<u>Total</u>
Mill & Overlay w/Striping	<b>\$70,343.20</b>

Project Area



**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** August 18, 2016

**Resolution No.:** R-\_\_\_\_\_

**To:** Mayor and Board of Aldermen

**From:** Kati Horner Gonzalez, Interim Director of Public Works

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Discussion to provide direction on how to proceed regarding the purchase and implementation of amenities in the Downtown Streetscape corridor.

**Background:** The Downtown Streetscape construction has wrapped up, and discussion has occurred regarding the addition of street side amenities within the Streetscape corridor. In response, Public Works staff has worked with Parks Department staff to prepare a potential cost estimate for the purchase and implementation of these amenities.

The Downtown Streetscape project originally included the implementation of bollards, trash receptacles, benches, bike racks, and flower planters. When the bids came in high at the time the project was originally bid out for construction, staff eliminated a number of items to reduce the total cost of the project. Attached is the cost estimate for these items.

**Alternatives:** Do not purchase amenities.

**Budgetary Impact:**

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

**Attachments:** Amenities Cost Estimate.

Streetscape Amenities  
Estimated Costs

August 23, 2016

#	Item	Qty	Un	Unit Cost	Total Est. Cost
1	BOLLARDS	13	EA	\$1,200.00	\$15,600.00
2	TRASH RECEPTACLES	4	EA	\$1,000.00	\$4,000.00
3	BENCHES	5	EA	\$1,000.00	\$5,000.00
4	BIKE RACKS	2	EA	\$500.00	\$1,000.00
5	FREE STANDING PLANTERS (SOIL AND ANNUALS)	22	EA	\$1,000.00	\$22,000.00
				<b>Total</b>	<b>\$47,600.00</b>



City of Raytown – Development and Public Affairs  
10000 East 59<sup>th</sup> Street / Raytown, Missouri 64133 / (816) 737-6011

## **MEMORANDUM**

**To: Board of Aldermen**  
**From: Kati Horner Gonzalez**  
**Interim Director of Public Works**  
**Date: August 18, 2016**  
**Subject: Overview of Little Blue Valley Sewer District Billing Procedures, Influencers, and Standings**

### **Background**

Last year, the City of Raytown experienced a significant increase in the sanitary sewer treatment bill issued by the Little Blue Valley Sewer District. In combination with the sewer rate increase and the need to update existing information, the Public Works Department solicited proposals for the 2016 Sanitary Sewer Evaluation Study for which Burns & McDonnell was selected. As a part of the proposal, Burns & McDonnell has conducted investigations on the existing billing procedures, items and circumstances which impact the billing, and the standings of the billing process.

The presentation to occur during the meeting is an overview of these parameters so that an understanding of how the billing process takes place is gained by Raytown elected officials.

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** April 18, 2016

**Resolution No.:** \_\_\_\_\_

**To:** Mayor and Board of Aldermen

**From:** Kati Horner Gonzalez, Assistant Director of Public Works

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_

**City Administrator Approval:** \_\_\_\_\_

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**Action Requested:** Board of Aldermen approval of the 2016 award of the SSES Study for the City sanitary sewer system.

**Recommendation:** Staff recommends award of the contract to Burns & McDonnell for an amount not to exceed \$70,000.00.

**Analysis:** Staff requested funds in the 2015/2016 budget for an SSES Study in order to determine where best to spend Sewer funds to reduce the portion of the sanitary sewer flow that is not sewage, but instead enters the system through inflow and infiltration. The study will not cover the entire city for smoke testing, but will provide a basis to determine target areas, establish monitoring for flows exiting the City and entering the LBVSD lines, and provide the opportunity to share and analyze data currently collected by the City of Kansas City in areas immediately adjacent to Raytown. Additionally, the analysis will utilize data collected through strategic placement of city-owned flow monitoring systems. As a part of the project, Burns & McDonnell will conduct a study session with the Board of Aldermen prior to the completion of the final report as well as a formal presentation of the final findings and recommendations as a result of the City. Some additional smoke and/or dye testing and analysis may be needed in 2017.

RFPs were sent out to five firms, posted on the City web page, and printed in the City's Official newspaper. Three firms responded. Staff conducted interviews with all three firms, and evaluated the presentations. Burns & McDonnell was considered by all staff members to be the most qualified for the study, based on the replies to the RFP and on the content of the interviews.

Approval is requested of the budgeted amount of \$70,000.00 to fund the SSES study.

**Alternatives:** Conduct internal analysis. This analysis would be at a smaller scale with a less aggressive schedule.

**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: Sewer Fund  
Amount to Spend: \$70,000.00

**Additional Reports Attached:** Contract for Engineering Services with Burns & McDonnell, Scope & Fee, Schedule of Services, Schedule of Fees



BURNS  MCDONNELL

**Sanitary Sewer Evaluation & Billing Study**

**Little Blue Valley Sewer District Billing Calculation**

**Raytown Board of Alderman Work Session**

**August 23, 2016  
6:00 PM**

## Introduction and Purpose

▶ **PURPOSE:**

- Educate the Board on how the LBVSD bill is calculated.
- Review the factors that affect the bill.

▶ **KEY QUESTIONS:**

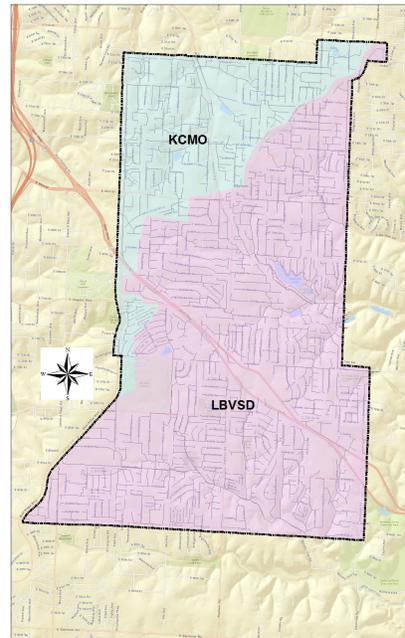
- Why did Raytown's bill go up \$600 K in one year?
- What can be done to reduce the risk of this happening in the future?

## Outline

- ▶ Background
- ▶ LBVSD Contract
  - KCMO / Raytown Agreement: Cost Split Calculation and Methodology
- ▶ Billing Factors
  - Uncontrollable Factors
  - Controllable Factors
- ▶ Key Takeaways
- ▶ Next Steps

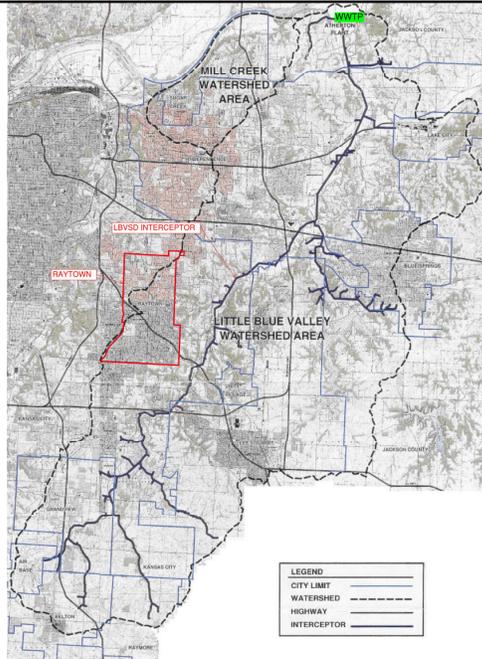
## Raytown Collection System

- ▶ Separate Sanitary System
  - 10 Square Miles total
    - ▶ 7.6 square miles flow to LBVSD
    - ▶ 2.4 square miles flow to KCMO
  - 8 to 30 inch diameter lines
  - 866,000 linear feet of sewer



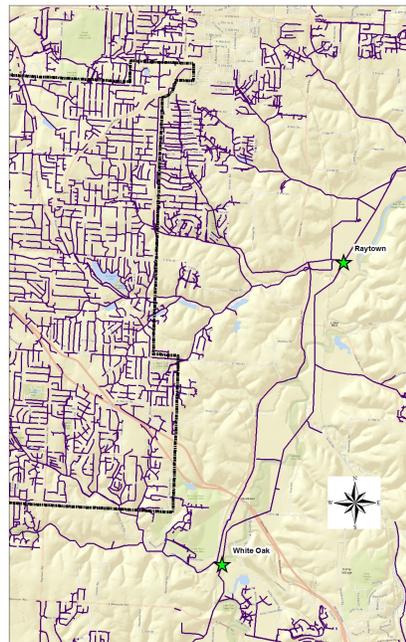
## LBVSD Service Area

- ▶ Service Area ~ 278 sq. miles
- ▶ Serves a total of 14 customer communities



## LBVSD - Raytown's Billing Sites

- ▶ 2 Billing Flow Meters
  - Raytown Site (north)
  - White Oak Site (south)

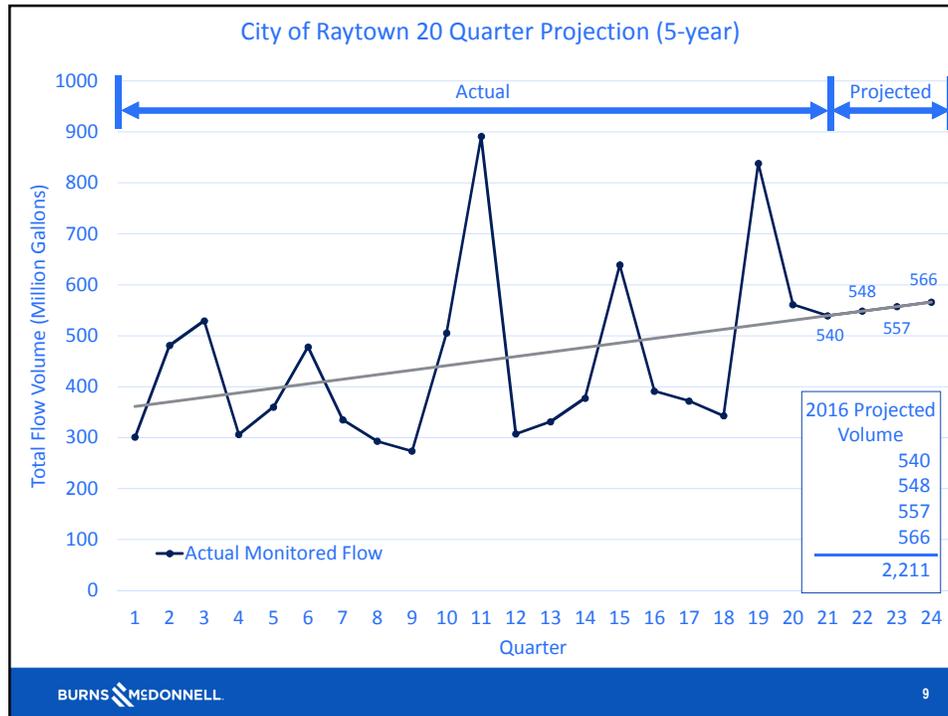


## LBVSD Service Contract

- ▶ Agreement established in 1973.
- ▶ Amended and restated December 18, 2001
- ▶ Agreement for treatment and disposal of wastewater
  - Determination of costs outlined in the contract.
- ▶ Fiscal year: *October 1 – September 30*
- ▶ Covers treatment plant operation, maintenance, administrative, metering, and other associated costs
- ▶ Main focus: volumetric costs from metered flows  
*(wastewater and rainfall derived infiltration and inflow)*

## LBVSD Service Contract – Volume Related Costs

- ▶ Flow volume is projected using customer's actual measured flow from the 20 preceding quarters (last 5 years)
- ▶ All customers projected flows are added together to determine the total projected flow of LBVSD.
- ▶ The total projected flow for LBVSD is then divided into each customer's projected flow to determine percentage of volume related costs to be billed to that customer for the next fiscal year.



## LBVSD Billing Methodology – Calculations

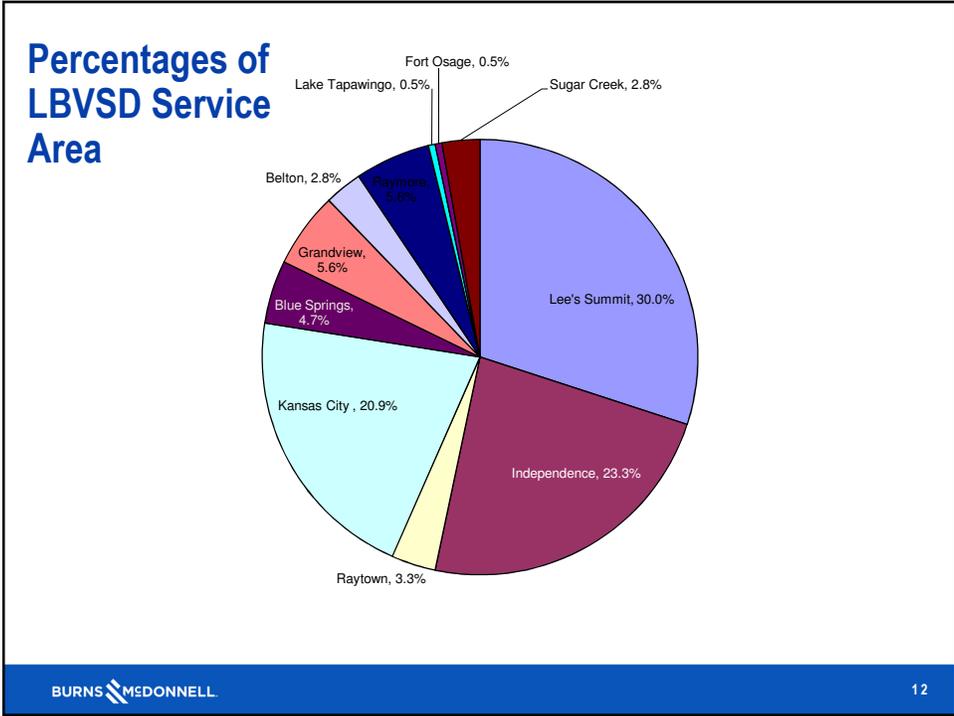
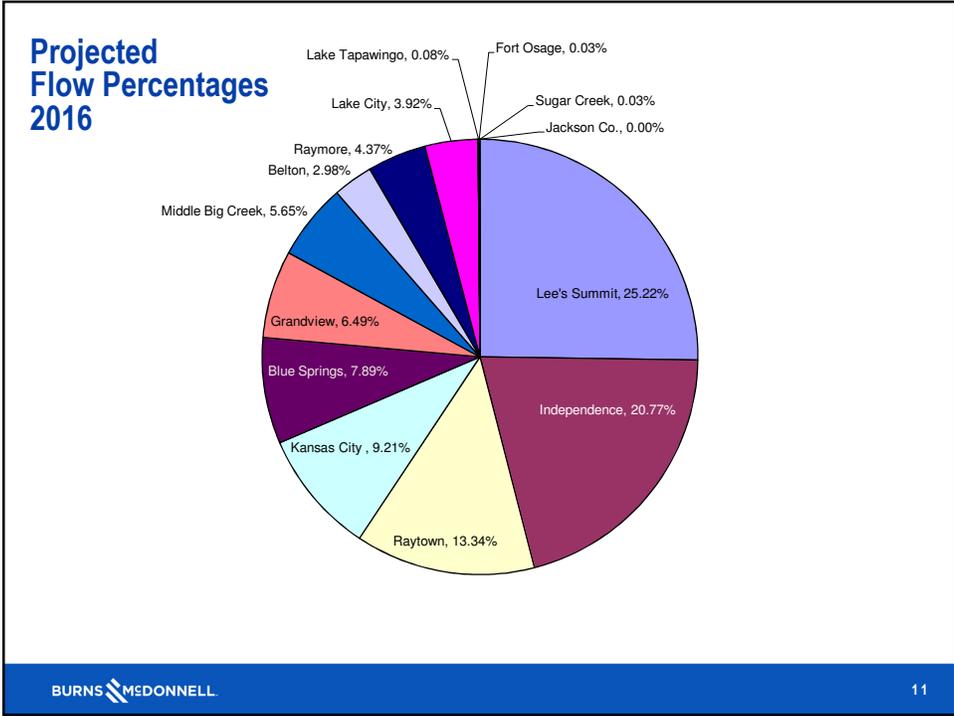
- ▶ Raytown's 2016 projected volume = **2,211 Million Gallons**
- ▶ LBVSD 2016 total projected volume = **16,582 Million Gallons**  
(all 14 customers combined)
- ▶ Raytown's projected flow percentage:

$$\frac{2,211}{16,582} \times 100\% = 13.34\%$$

- ▶ The final percentage is multiplied by the total LBVSD budgeted costs to determine the final bill for Raytown's volumetric charge.

$$\$21,966,647 \times 13.34\% = \$2,930,114 \text{ (annual)}$$

$$\$732,529 \text{ (quarterly)}$$



**Table 2 – Cost Allocation Basis, 2016**

Member	Projected Normalized Volume 1,000 gal.	Meters	Administrative Customers	Pretreatment		FY 2016 Projected Normalized Volume 1,000 gal.
				Member's	Customer	
				Volume	Volume	
				1,000 gal.	Gallons	
Independence	3,443,730	10	1.00	-	-	3,443,730
Kansas City	1,528,000	6	1.00	-	-	1,528,000
Raytown	2,211,880	2	1.00	2,211,880	0	2,211,880
Lee's Summit	4,182,780	6	1.00	4,182,780	254,701	4,182,780
Blue Springs	1,308,840	5	1.00	1,308,840	0	1,308,840
Grandview	1,076,820	1	1.00	1,076,820	172,150	1,076,820
Belton	494,250	2	1.00	494,250	0	494,250
Lake Tapawingo	13,760	1	1.00	13,760	0	13,760
Jackson Co.	0	0	1.00	0	0	0
Lake City	650,770	1	1.00	650,770	1,681,540	650,770
Raymore	724,790	1	1.00	724,790	0	724,790
Fort Osage SD R1	4,480	0	1.00	4,480	0	4,480
Middle Big Creek	936,260	1	1.00	936,260	0	936,260
Sugar Creek	5,790	1	1.00	5,790	52,340	5,790
<b>Total</b>	<b>16,582,150</b>	<b>37</b>	<b>14.00</b>	<b>11,610,420</b>	<b>2,160,731</b>	<b>16,582,150</b>

**Table 2 – Cost Allocation Basis, 2016**

	Table 3 Cost Allocation Comparison (Fiscal Year 2016)					
	Volume	Meters	Administrative Customers	Pretreatment		Tech. Com. Proposed Cost Allocation
				Member's	Customer	
				Volume	Volume	
\$	\$	\$	\$	\$	\$	
		Fixed Cost	Fixed Cost		Fixed Cost	
Independence	4,561,965	62,038	30,547	-	-	4,654,550
Kansas City	2,024,167	37,223	30,547	-	-	2,091,937
Raytown	2,930,114	12,408	30,547	18,321	0	2,991,390
Lee's Summit	5,540,998	37,223	30,547	34,646	11,336	5,654,750
Blue Springs	1,733,842	31,019	30,547	10,841	0	1,806,249
Grandview	1,426,481	6,204	30,547	8,919	7,662	1,479,813
Belton	654,741	12,408	30,547	4,094	0	701,790
Lake Tapawingo	18,228	6,204	30,547	114	0	55,093
Jackson Co.	0	0	30,547	0	0	30,547
Lake City	862,086	6,204	30,547	5,390	74,841	979,068
Raymore	960,141	6,204	30,547	6,003	0	1,002,895
Fort Osage SD R1	5,935	0	30,547	37	0	36,519
Middle Big Creek	1,240,279	6,204	30,547	7,755	0	1,284,785
Sugar Creek	7,670	6,204	30,547	48	2,330	46,798
<b>Total LBVSD (a)</b>	<b>21,966,647</b>	<b>229,543</b>	<b>427,656</b>	<b>96,169</b>	<b>96,169</b>	<b>22,816,184</b>
Fixed Operating Budget Quarterly Charge		57,386	106,914		24,042	188,342

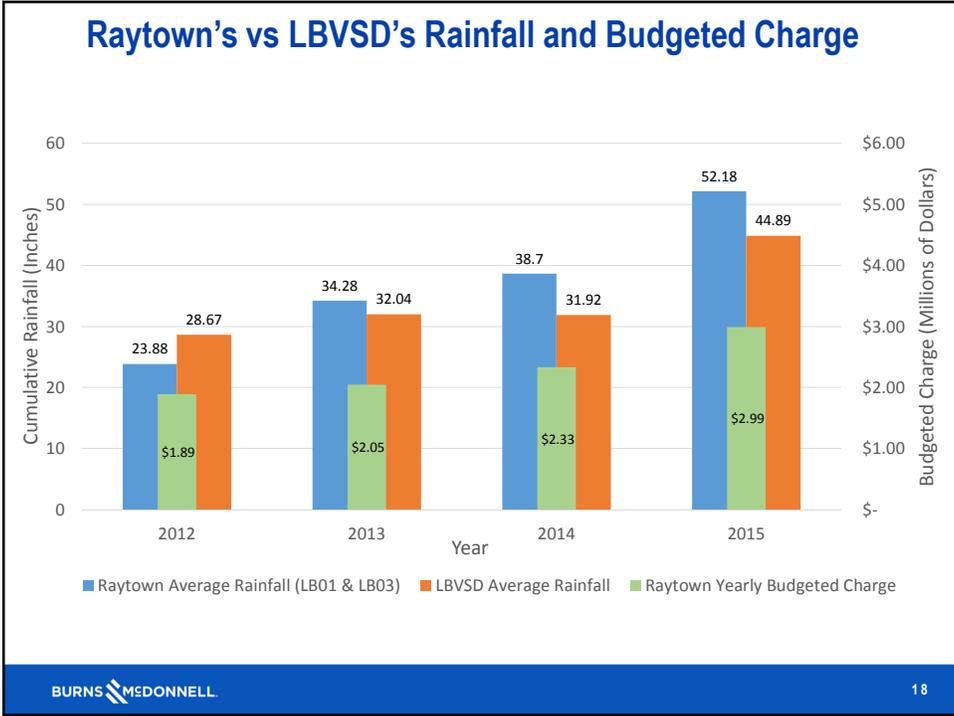
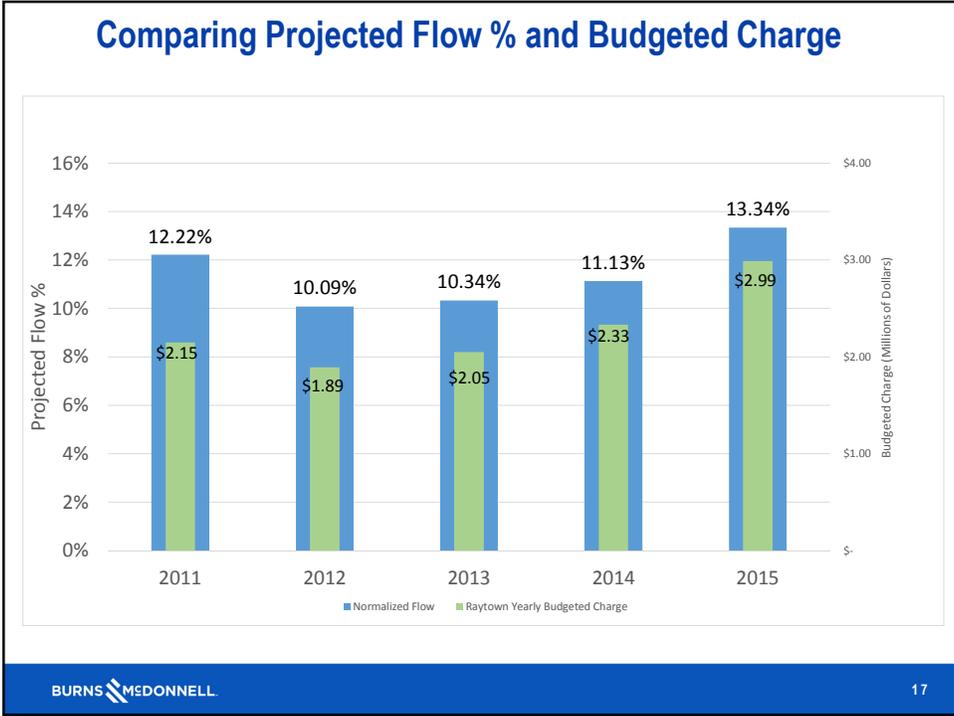
**Table 3**  
**Cost Allocation Comparison (Fiscal Year 2016)**

	Volume	Meters	Administrative Customers	Pretreatment		Tech. Com. Proposed Cost Allocation
				Applicable Member's Volume	SIU Customer Volume	
				\$	\$	
				Fixed Cost	Fixed Cost	
Independence	4,561,965	62,038	30,547	-	-	4,654,550
Kansas City	2,024,167	37,223	30,547	-	-	2,091,937
<b>Raytown</b>	<b>2,930,114</b>	<b>12,408</b>	<b>30,547</b>	<b>18,321</b>	<b>0</b>	<b>2,991,390</b>
Lee's Summit	5,540,998	37,223	30,547	34,646	11,336	5,654,750
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Fixed Operating Budget Quarterly Charge		57,386	106,914		24,042	188,342

**2015-2016 Rate Sheet**

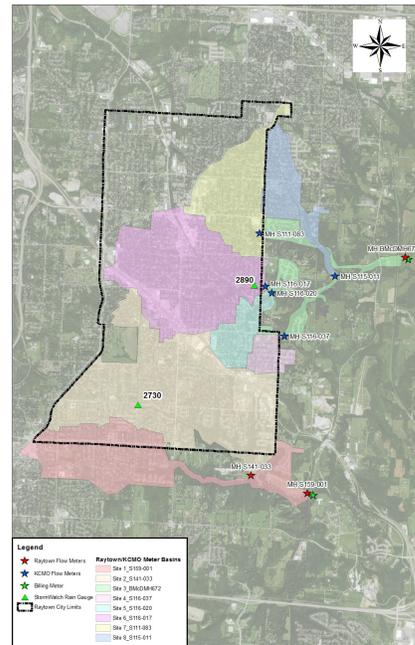
**Little Blue Valley Sewer District**  
**New Methodolgy Final Billing Rates**  
**For Fiscal Year 2015-16**  
**Calculated on Normalized Flow (October 1, 2010 through September 30, 2015)**

Customer	Normalized Flow Percentage	Total Budgeted Charge 2015-16	Total Corrected Budgeted Charge 2014-15	Percent Increase/Decrease In Total Budgeted Charge	Quarterly Charge Detail					
					Operating Budget and Reserves			Debt Service	Rehab. & Replacement Funding	Total
					Fixed (a)	Variable	Total			
					\$	\$	\$/Qtr.	\$/Qtr.	\$/Qtr.	\$/Qtr.
Independence	20.7677%	4,654,550	4,120,260	12.97%	23,146	587,824	610,970	504,592	48,076	1,163,638
Kansas City	9.2147%	2,091,937	2,421,368	-13.61%	16,943	260,819	277,762	223,890	21,332	522,984
<b>Raytown</b>	<b>13.3389%</b>	<b>2,991,390</b>	<b>2,334,184</b>	<b>28.16%</b>	<b>10,739</b>	<b>382,133</b>	<b>392,872</b>	<b>324,096</b>	<b>30,880</b>	<b>747,848</b>
Lee's Summit	25.2246%	5,654,750	5,479,796	3.19%	19,774	722,634	742,408	612,883	58,395	1,413,686
Blue Springs	7.8931%	1,806,249	1,641,752	10.02%	15,392	226,118	241,510	191,779	18,273	451,562
Grandview	6.4939%	1,479,813	1,311,112	12.87%	11,103	186,034	197,137	157,783	15,033	369,953
Belton	2.9806%	701,790	665,348	5.48%	10,739	85,389	96,128	72,420	6,900	175,448
Lake Tapawingo	0.0830%	55,093	101,724	-45.84%	9,188	2,376	11,564	2,017	192	13,773
Unincorporated Jackson Co.	0.0000%	30,547	72,960	-58.13%	7,637	0	7,637	0	0	7,637
Lake City	3.9245%	979,068	1,140,552	-14.16%	27,898	112,430	140,328	95,354	9,085	244,767
Raymore	4.3709%	1,002,895	939,304	6.77%	9,188	125,217	134,405	106,200	10,119	250,724
Fort Osage	0.0270%	36,519	82,840	-55.92%	7,637	774	8,411	656	63	9,130
Sugar Creek	0.0349%	46,798	90,968	-48.56%	9,770	1,001	10,771	848	81	11,700
Middle Big Creek	5.6462%	1,284,785	1,178,151	9.05%	9,188	161,751	170,939	137,186	13,071	321,196
<b>Total</b>	<b>100.0000%</b>	<b>22,816,184</b>	<b>21,580,319</b>	<b>5.73%</b>	<b>188,342</b>	<b>2,854,500</b>	<b>3,042,842</b>	<b>2,429,704</b>	<b>231,500</b>	<b>5,704,046</b>



## KCMO / Raytown Agreement – Cost Split

- ▶ Raytown and KCMO have area that flows to LBVSD through 2 Billing Sites
- ▶ Raytown and KCMO have an agreement on how LBVSD bill is split
- ▶ Agreement for split of costs is based on Residential Equivalents  
(not metered or projected flow)



## KCMO / Raytown Agreement – Cost Split

- ▶ How is KCMO's portion calculated?
  - Each one and two family residential connection is one residential equivalent (RE).
  - Each commercial connection is calculated as follows:
    - Average monthly water consumption for the previous 12 months divided by 750 cubic feet to determine its monthly RE's.
  - In the common drainage area, the total residential equivalents in Raytown and KCMO are determined by the sum of the monthly RE's. The total RE's in KCMO will be divided by this total to determine KCMO's percentage of Raytown's LBVSD charge.

$$\frac{(\text{total RE's in KCMO})}{(\text{total Raytown \& KCMO RE's})} = \text{KCMO's \% of Bill}$$

- In 2016 KCMO's % cost split of the Bill is 22%

## Factors Affecting Raytown's LBVSD Bill

### Uncontrollable

- ▶ LBVSD WWTP operation costs
  - Increasing 5-6% per year for the past few years
- ▶ Rainfall
- ▶ Neighboring customer's flows
- ▶ KCMO wastewater flows
- ▶ KCMO interceptor infiltration



### Controllable

- ▶ Raytown's flow
  - Rainfall induced Inflow and infiltration
  - Ground water infiltration
  - User generated flows
- ▶ KCMO cost split methodology
- ▶ LBVSD billing methodology
- ▶ LBVSD billing meter accuracy



## Key Takeaways

- ▶ LBVSD bill is based on projected flow for the next year using linear regression of last 5 years.
- ▶ LBVSD bill is dependent on flow contribution of neighboring customers
- ▶ A reduction in Raytown's wastewater flow does not necessarily result in a lower LBVSD bill.
- ▶ Key Factors – Some factors are outside Raytown's control (i.e. rainfall). Other factors are opportunities to manage costs as follows:
  - Flow Reduction by:
    - ▶ Rehabilitating Raytown's public sewer system
    - ▶ Removing sources of rainfall entering sewer system from private property (Private I/I).
  - Pursuing a revision to KCMO Agreement and Cost Split Methodology

## Next Steps

- ▶ Complete Field Work & Analysis
  - Flow Data analysis
  - Targeted smoke testing
  - Targeted sewer stream crossing observations
  
- ▶ Complete Report
  - Identify opportunities for Raytown to manage costs by investing in sewer system
  - Summarize recommendations
  
- ▶ Present Final Report to Board – October 2016



**CITY OF RAYTOWN**  
**Request for Board Action**

**Date: August 18, 2016**

**Resolution No.: R-**

**To: Mayor and Board of Aldermen**

**From: Kati Horner Gonzalez, Interim Director of Public Works**

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

**City Administrator Approval:** \_\_\_\_\_

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**Action Requested:** Authorize the purchase of motor vehicle fuel from John Moore Oil Company. Total purchases to exceed \$15,000.00, but not to exceed budgeted Fiscal Year 2015-2016 amounts.

**Recommendation:** Staff recommends approval.

**Analysis:** The City of Raytown is presently purchasing fuel from Maher Oil Company utilizing a cooperative purchasing contract administered by Olathe, KS. This contract provides the City of Raytown favorable pricing associated with the purchasing power of Olathe, KS. The current contract was put into effect on June 1, 2015 until May 31, 2016. The contract was scheduled for renewal in June; however, staff found that the renewal did not take place as anticipated.

Through the evaluation of alternative cooperative contracts, the City of Lee's Summit, Missouri cooperative oil contract was determined to be the most cost effective contract for the City of Raytown. The contract is a one-year renewable contract that was put into effect October 19, 2015 and has the opportunity for four possible one year renewals. Staff will monitor the renewal status this fall as it approaches.

Fiscal Year 2015-2016 budgeted amounts for all City departments and the Fire Department totals \$279,628.00. The Fire Department is budgeted for an expense of \$25,200.00 which the Fire Department reimburses the City for the actual usage expense; therefore, the actual City budgeted expenses are \$254,428.00. Currently fuel costs are projected to stay well below the budgeted amounts.

Total expenditures with Maher Oil Company in Fiscal Year 2015 were \$160,986.00. Due to the fluctuating nature of fuel prices, previous fiscal year expenditures were reviewed for Fiscal Year 2016 -2017 projections. Fiscal Year 2014 expenditures were \$250,781.37 and Fiscal Year 2013 expenditures were \$264,638.81.

**Alternatives:** Seek a stand-alone contract based on the City of Raytown needs.

**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:** Cooperative purchase contract with the City of Lee's Summit, Missouri



# LEE'S SUMMIT MISSOURI

## INTEROFFICE MEMORANDUM CONTRACT DOCUMENT

DATE: 10/28/2015

TO: Key Purchasing Personnel

FROM: Procurement and Contract Services

RE: Various Fuel Products & Related Services  
Bid # 2015-103

Vendor	John Moore Oil Company PO Box 416 Blue Springs, MO 64013
Phone & Fax	816-229-5662 (ph) 816-229-5665(fax) Emergencies/Secondary Phone Numbers: 816-729-6847 (Josh Cell) 816-678-7080 (Jake Cell)
Contact Person	Josh Moore or Jake Moore
Ordering Instructions	<ul style="list-style-type: none"><li>Using Department to enter a requisition in the Lawson System for a PO to be issued. Using Department then to Contact John Moore via phone or email <a href="mailto:jmoc@att.net">jmoc@att.net</a> to schedule the delivery, providing the PO # for reference, the site location, amount of fuel and fuel type needed. Metered Tickets are to be left by John Moore at the site location after delivery is complete.</li><li>John Moore to send a confirmation via email within 2 hrs. Vendor to have fuel delivered within 24 hours. Same day deliveries may be possible if John Moore is contacted early enough in the day.</li><li>Requisition must include each item as a separate line item. 1 Requisition to be entered per location.</li><li>Invoices will be paid against Lawson System Receiver and Purchase Order.</li></ul>
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	October 19 <sup>th</sup> , 2015 through October 18 <sup>th</sup> , 2016

cc: Bid File- Original memo  
Intranet



# LEE'S SUMMIT MISSOURI

## NOTICE TO PROCEED

October 28<sup>th</sup>, 2015

John Moore Oil Company  
Josh Moore  
PO Box 416  
Blue Springs, MO 64013

Re: Award of Yearly Contract for Various Fuel Products and Related Services  
Contract Number: 2015-103

Dear Mr. Moore:

I am pleased to inform you the above referenced contract has been awarded to your company. The contract period will be October 19<sup>th</sup>, 2015 through October 18th, 2016 with four (4) possible one (1) year renewal terms. A copy of the contract document is enclosed.

The using departments will place orders with your company using a Purchase Order number. This Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.

To ensure prompt payment, all invoices must be sent to Accounts Payable at [ap@cityofls.net](mailto:ap@cityofls.net), via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice by the City of Lee's Summits Accounts Payable Division.

I look forward to doing business with your company during this contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1085.

Thank you,

*Tarah Daugherty*

Procurement Officer II

cc: Bid file  
Accounts Payable

**Procurement and Contract Services**

220 SE Green Street | Lee's Summit, MO 64063 | P: 816.969.1080 | F: 816.969.1081 | [cityofls.net](http://cityofls.net)

THIS CONTRACT, made this 19<sup>th</sup> day of October 2015, is herein called Yearly Contract for Various Fuel Products and Related Services as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and John Moore Oil Company (hereinafter "Supplier").

WHEREAS, City has caused to be prepared, General Terms and Conditions, Special Conditions and/or Specifications, Invitation for Bid, Proposal for Term and Supply Contracts and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the 21st day of August, 2015, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the 19<sup>th</sup> day of October 2015, Bid No. 2015-103, Contract period from October 19<sup>th</sup>, 2015 to October 18<sup>th</sup>, 2016. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to the current Federal Price Index "CPI-U, All Items" (Urban Consumers Index CPI Rate).
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the Procurement and Contract Services Division Manager and/or his approved designee.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number:	2015-103	Dated:	08/11/2015	Pages	1	through	47
Specifications:	2015-103	Dated:	08/11/2015	Pages	6	through	11
General Conditions:				Pages	24	through	28

Special Attachments: Prevailing Wage No. 22, Increment No. 1

Josh Dougherty  
Procurement Officer of Record

Stephen A. Arbo 10/19/15  
Stephen A. Arbo, City Manager Date

John Moore Oil Company  
Company Name

Josh Moore  
Company Authorized Signature

Vice President 9-18-15  
Title Date

Type or Print the Name of Authorized Person

Josh Moore

APPROVED AS TO FORM:

Jackie Heanue  
Jackie Heanue, Chief Counsel of Management and Operations

**CITY OF LEE'S SUMMIT**  
PROCUREMENT AND CONTRACT SERVICES DIVISION  
220 S.E. GREEN STREET  
LEE'S SUMMIT, MO 64063  
816-969-1085 Phone      816-969-1081 Fax  
[tarah.daugherty@cityofls.net](mailto:tarah.daugherty@cityofls.net)

**INVITATION FOR BID NUMBER 2015-103**

The City of Lee's Summit will accept electronic submitted bids through Public Purchase from qualified persons or firms interested in providing the following:

**VARIOUS FUEL PRODUCTS AND RELATED SERVICES  
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM PRIOR TO THE OPENING DATE OF  
2:00 P.M. LOCAL TIME ON AUGUST 11, 2015**

It is the responsibility of interested firms to check the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicinfo> for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

**The cutoff date for any questions/clarifications for this bid is Tuesday, August 4, at Noon, Local Time.**

The City reserves the right to reject any and all submittals, to waive technical defects, and to select the submittal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

**Respondent is REQUIRED to complete, sign and return this form with their submittal.**

**John Moore Oil Company**

Company Name

**PO Box 416**

Address

**Blue Springs, MO 64013**

City/State/Zip

**816-229-5662**

Telephone #

**jmoc@att.net**

E-mail

**816-229-5665**

Fax #

**Josh Moore**

Authorized Person (Print)

*Josh Moore*

Signature

**Vice President**

Title

**8-14-15**

Date

**C Corporation**

Entity Type

**10432078**

Tax ID #



BID NUMBER 2015-103  
ADDENDUM NO. 1  
VARIOUS FUEL PRODUCTS AND RELATED SERVICES

The original Bid for the **Various Fuel Products and Related Services, Bid No. 2015-103** remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

**NOTE: THE BID OPENING DATE AND TIME HAS CHANGED. THE NEW BID OPENING DATE AND TIME SHALL BE: TUESDAY, AUGUST 18, 2015, 2:00 P.M. LOCAL TIME.**

- 1.) Page 6 of the bid document, Section 2.9 shall now read:

**NOTE:** Second Paragraph of Italicized text has been added to clarify more on the E-Verify Requirement.

**WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY:** For any agreement greater than \$5,000, the successful proposer shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All proposals should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program.

*The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate a FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant.*

- 2.) Page 7 of the bid document, Section 3.2.8 shall now read:

3.2.8 Supplier shall include in their bid, a Supplier/Rack Price Sheet for ALL racks within Kansas City, Missouri metropolitan market identified in section 3.2.6, between the hours of Midnight to 6:00pm (CST) for: **Wednesday, July 29, Thursday, July 30 and Friday July 31, 2015. Prices shall be provided utilizing Attachment K. All grades of gasoline listed on Attachment K should be priced using gasoline grades that meet the 7.0# RVP requirement. All of the locations listed in Attachment L are located in Jackson County which is located in the Kansas City Low Vapor Attainment Zone as mandated by the EPA from June 1<sup>st</sup> to September 15<sup>th</sup>.**

AND, Supplier shall identify ALL racks supplier has established credit or allocation contract(s) to procure fuels.

AND, Supplier shall identify the lowest priced rack fuel procured for 10% Ethanol Blend Unleaded, 87, 89 and 91 Octane, #1 and #2 ULSD, Diesel Fuel #2, Red Dye, Off-Road ULSD.

AND, Supplier shall provide a copy of Bill of Lading or Meter Ticket, whichever is applicable as proof of purchase

- 3.) Excel Attachments G-L have been **REVISED**. Bidders are to **REMOVE** the Original Attachments G-L and **REPLACE** with the **REVISED** Attachments G-L that are included in a separate Excel File and are a part of this Addendum. The revised attachments are also available electronically on Public Purchase in a separate Excel document titled "Bid 2015-103 Revised Fuel Attachments."

- 4.) Page 7 of the bid document, Section 3.2.11 shall now read:

3.2.11 F.O.B. Destinations are shown on the attached City of Lee's Summit Tank Locations – Attachment L for all City locations, of which are located in Jackson County. **NOTE: Jackson County is located in the Kansas City Low Vapor Attainment Zone as mandated by the EPA from June 1<sup>st</sup> to September 15<sup>th</sup>.**

Supplier's response showing other than F.O.B. Destination may be rejected. Supplier retains title and assumes all transportation charges, responsibility, liability, and risk in transit, and shall be responsible for the filing of claims for loss or damage.

Addendum Number 1

**Procurement and Contract Services**

220 SE Green Street | Lee's Summit, MO 64063 | P: 816.969.1080 | F: 816.969.1081 | cityoffs.net

5.) Page 14 of the bid document, Section 12, paragraph 1 shall now read:

**NOTE:** Second sentence of italicized text has been added to clarify EPA mandates.

**12.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:**

This section is optional, it will not affect bid award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract). *The following counties are located in the KC Low Vapor Attainment Zone as mandated by the EPA: 1. Missouri Counties: Jackson, Clay, Platte; 2. Kansas Counties: Wyandotte & Johnson. Any participating Agency shall be subject to the EPA mandated Zoning RVP Requirements for 7.0# or 9.0# fuel based on that particular participating Agency's location.*

**ACKNOWLEDGEMENT**

Each bidder shall acknowledge receipt of this **Addendum No. 1 of Bid No. 2015-103** titled, **Various Fuel Products and Related Services** by his/her signature affixed hereto, and shall attach this Addendum to the original bid proposal.

CERTIFICATION BY BIDDER

SIGNATURE *Josh Moore*

TITLE *Vice - President*

COMPANY *John Moore Oil Co*

DATE *8-14-15*

Addendum Number 1

**Procurement and Contract Services**

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BID NUMBER 2015-103  
ADDENDUM NO. 2  
VARIOUS FUEL PRODUCTS AND RELATED SERVICES

The original Bid for the **Various Fuel Products and Related Services, Bid No. 2015-103** remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

**NOTE: THE BID OPENING DATE AND TIME HAS CHANGED. THE NEW BID OPENING DATE AND TIME SHALL BE: FRIDAY, AUGUST 21st, 2015, 2:00 P.M. LOCAL TIME.**

ACKNOWLEDGEMENT

Each bidder shall acknowledge receipt of this **Addendum No. 2 of Bid No. 2015-103** titled, **Various Fuel Products and Related Services** by his/her signature affixed hereto, and shall attach this Addendum to the original bid proposal.

CERTIFICATION BY BIDDER

SIGNATURE *Josh Moore*

TITLE *Vice President*

COMPANY *John Moore Oil Co*

DATE *8-18-15*

Addendum Number 1

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INVITATION FOR BID

BID #2015-048

The City of Lee's Summit will accept electronically submitted bids from qualified persons or firms for VARIOUS FUEL PRODUCTS AND RELATED SERVICES as a yearly contract. Bids must be received electronically in Public Purchase 11:00 A.M. on July 21, 2015. Bids will be read aloud publicly in the Finance & Procurement Conference Room at City Hall, 220 SE Green Street, Lee's Summit, MO 64063.

Bidding documents and any addendums are available by accessing the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicInfo> or by contacting the Procurement Officer listed on page 1. Bidders needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. **Bidders should plan on registering no later than 36 hours (M-F) prior to bid opening.**

*Tarah Daugherty*  
Procurement Officer II

**SCOPE:** The City of Lee's Summit is seeking qualified firms to provide VARIOUS FUEL PRODUCTS AND RELATED SERVICES for various City wide fuel depots. This will be a yearly contract.

**1.0 INSTRUCTIONS TO BIDDERS:**

- 1.1 Direct all questions regarding this bid to the Procurement Officer listed on page 1. The City reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City.
- 1.2 Bids submitted on separate forms are NOT acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City Procurement and Contract Services Division Manager may result in the rejection of your bid.
- 1.3 It is the responsibility of each bidder before submitting a bid to examine the bidding documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Requests for clarifications or questions must be received no later than Noon, Tuesday, July 21, 2015.
- 1.4 Changes to the specifications, provisions, or terms and conditions will not be allowed except by written addendum issued by the Procurement and Contract Services Division. Oral explanations or instructions given prior to award will not be binding.
- 1.6 Quantities stated herein represent an estimate for the period of time stated. Orders shall be placed for actual requirements as needed.
- 1.7 Bidder shall quote requested costs of all goods and services requested and all quotes shall include all transportation to destination and delivery of product(s).
- 1.8 Bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid. Bidders and the public are invited but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.
- 1.9 Acceptance of this bid or any part thereof, in writing, within one hundred twenty (120) days after the bid opening date by the City of Lee's Summit shall bind the supplier to furnish the supplies or material in accordance with the specifications and bid offer on the written order of the City of Lee's Summit.
- 1.10 The City reserves the right to award this contract in its entirety or to split the contract among bidders, whichever is in the best interest of the City. The City may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.
- 1.11 Items required for this contract may qualify for exemption from taxes in accordance with RSMo Section 144.062, the Missouri Department of Revenue has exempted all or those certain items of the contract from State and local sales and use taxes.
- 1.12 Any Contract Awarded pursuant to this bid shall be subject to the General Terms & Conditions located in Pages 27-31. Any bid conditioned on conflicting Terms & Conditions may be rejected.

**2.0 SPECIFIC REQUIREMENTS OF BID:****2.1 RENEWAL OPTION:**

- 2.1.1 The City reserves the right to re-new this contract for four (4) additional one-year renewal periods.
- 2.1.2 Adjustments in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price Index "CPI-U, All Items" (Urban Consumers) rate.
- 2.1.3 If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Procurement and Contract Services Manager no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the City of increased costs incurred by the Contractor for any element of the bid for which an increase is requested.
- 2.1.4 The Procurement Officer conducting this solicitation shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.

- 2.2 **LICENSES and PERMITS:** The successful bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of a contract to the successful bidder, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Procurement and Contract Services Division to be kept in the bid file as part of the permanent record. Any building permits that would be required for new work shall be provided by the City at no cost to the bidder. It shall be the responsibility of the successful

bidder to contact the Development Center, (816) 969-1220, for information to obtain a business license. A business license shall not be required if the awarded contractors' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

- 2.3 **INSURANCE:** The successful bidder must provide Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to award of contract.
- 2.4 **EVALUATION CRITERIA:** Award consideration will be based on:
- 2.4.1 **Price:** Lowest and best price for service, as specified, will be considered in evaluating this bid.
- 2.4.2 **References and Experience:** Consideration will be given to the length of time the company has been in operation, providing similar services; past performance history, and references.
- 2.4.4 **Overall Responses:** Consideration will be given to overall completeness of response as required especially Bid Appendixes.
- 2.4.3 **City's Best Interest:** Consideration will be given to that supplier that is deemed to be in the best interest of the City.
- 2.5 **COMPLIANCE:** The following items shall be provided by the successful bidder to the City of Lee's Summit Procurement and Contract Services Division prior to the issuance of a contract: Business License (if applicable) and a Certificate of Insurance (naming the City of Lee's Summit as additionally insured for General Liability only).
- 2.6 **CONFLICT of INTEREST:** The successful respondent shall not have business dealings which would cause a conflict of interest in its ability to perform the services requested in this solicitation.
- 2.7 **DISASTERS:**
- 2.7.1 Disaster as identified in this Contract, means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- 2.7.2 During and after a disaster, the Supplier shall provide special services to the City including opening Supplier's facilities, even on nights and weekends, as necessary, to meet the needs of the City during a disaster.
- 2.7.3 Supplier shall not charge City any fee for opening facilities during an emergency or for extending Supplier's hours of operation during a disaster. City shall pay Supplier the agreed upon contract prices for all purchases made by City during the disaster. The Supplier shall not charge City any additional mark-up, fee or cost for any purchases made by City during a disaster.
- 2.7.4 Supplier shall quickly mobilize Supplier's internal and external resources to assist City when a disaster unfolds.
- 2.7.5 **Extended Hours and Personnel:** During disasters, Supplier's facilities shall stay open 24 hours if requested by the City. Supplier shall utilize additional Supplier personnel to take City orders if necessary. Supplier's Call Center shall accept phone orders 24 hours a day.
- 2.7.6 Supplier shall have contingency plan(s) with additional suppliers so as to quickly provide any other applicable, necessary supplies and equipment to the City as needed.
- 2.7.7 Supplier shall cooperate with the City to properly document any and all expenses incurred by the City with the Supplier. Supplier shall assist the City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).
- 2.7.8 **All required documents must be provided prior to the award of a contract. All appendixes and attachments should be signed, dated and submitted with bid and shall be provided prior to the award of a contract.**
- 2.8 **PREVAILING WAGE:** All wages paid for work under this Contract shall comply with requirements of the prevailing wage law of the State of Missouri, Sec 290.210 et seq., R.S. Mo., as amended by the Division of Labor Standards, State of Missouri and regulations promulgated by the Division of Labor.

**Prevailing Wage Order No. 22, Increment No. 1 shall apply to all Prevailing Wage work for the initial term of this Contract.**

**NOTE:** Prevailing Wage, Work Authorization Affidavit and E-Verify should only apply to the installation, repair or removal of tanks.

Any work that changes or increases the size, type, or extent of a public works facility will require that all wages paid be in compliance with the Prevailing Wage Laws of the State of Missouri. *Note: If questions arise whether the work is new installation or routine repair and maintenance, the City's legal counsels decision shall prevail.* The City will accept one MDOLIR Affidavit Compliance with The Prevailing Wage Law at the end of each job classified as new installation/prevailing wage law applicable.

For any new work where the prevailing wage applies, the City will withhold 10% retainage until final completion and acceptance by the City of the project unless it has been determined that the project will be paid as a "lump sum" in which case the 10% retainage will be waived. All other requirements shall be adhered to. Bidder shall provide certified copies of payroll with each invoice for jobs classified as new installation. All invoices must state whether work being performed is repair, maintenance or new installation. No less than the

prevailing hourly rate of wages specified shall be paid to all workers employed by bidder and any subcontractor under him. Bidder shall forfeit as a penalty to the City of Lee's Summit, Missouri, one hundred (\$100.00) dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the said rate for work done. Final payment is contingent upon receipt by the City of an executed affidavit, attached hereto, stating that the bidder has fully complied with the prevailing wage law. No final payment can be made unless and until this affidavit is filed in proper form and order.

According to the Prevailing Wage Law, the following definition shall apply to this contract: *Maintenance: The repair, but not the replacement, of existing facilities when the size, type or extent of the existing facility is not thereby changed or increased.*

2.9 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY: For any agreement greater than \$5,000, the successful proposer shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All proposals should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program.

CITY OF LEE'S SUMMIT, MISSOURI  
WORK AUTHORIZATION AFFIDAVIT  
PURSUANT TO SECTION 285.530, RSMo  
(FOR ALL BIDS IN EXCESS OF \$5,000.00)  
Effective 1/1/2009

County of Jackson )  
State of Missouri ) ss.

My name is Jeff. I am an authorized agent of John Moore Oil Co ("Proposer"). Proposer is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Proposer does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

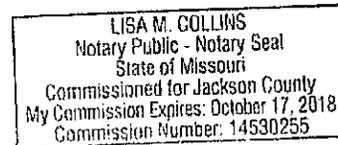
Proposer shall not knowingly employ or agreement with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into an agreement with a sub-consultant that knowingly employs or contracts with an illegal alien.

Jeff Moore  
Affiant

Jeff Moore  
Printed Name

Subscribed and sworn to before me this 3rd day of August, 2015.

Lisa M Collins  
Notary Public



SEAL

3.0 SPECIFICATIONS:

3.1 FUEL PRODUCT PURCHASES: City shall purchase fuel products as needed as described in the Scope of Services using either Rack Pricing for delivery of a specific amount on a particular day based on the daily spot market price at a fixed terminal plus a pre-determined markup (Margin Above Rack) or fixed pricing for delivery of a specific amount for specific month(s) in the future. If the fixed-future pricing method is selected, a separate Futures Contract specifying the quantity, unit price, and length of time will be executed by the Parties for each futures transaction. Rack-Priced fuels shall be at the daily lowest Branded or Unbranded cost available.

3.2 MARGIN ABOVE RACK PRICING:

3.2.1 Prices quoted shall be firm and fixed for the term of the contract.

- Supplier pricing shall be for Tank Wagon. Pricing shall be provided as follows:
- The cost provided will be the "Margin above Rack" delivered price, to include any and all freight and surcharge fees, for the specifically referenced fuel product per gallon, as required on Attachments I & J. Per unit prices for Taxes, Fees, Dyes, Fuel Additives, Split-Load, Split-Delivery and Discount for Prompt Payment.

Company ID Number: 869548

Approved by:

<b>Employer</b> John Moore Oil Company	
<b>Name (Please Type or Print)</b> Brenda Moore	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 04/13/2015
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 04/13/2015

- The cost provided will be the per fuel gallon treat rate percentage markup/discount against the manufacturer's "City of Lee's Summit's List Pricing" for Non-Pipeline Terminal Customer Specific Fuel Additives as required on Attachment H ,
- Pipeline Terminal, Federal, State imposed taxes and fees, as listed and shown on Attachment H shall be fixed cost to be passed-on to the City at time of invoicing.
  - Federal "Leaking Underground Storage Tank" (LUST) fee,
  - "Missouri Underground Storage Tank" (MUST) fee,
  - Missouri Inspection Fee,
  - Kansas Inspection Fee,
  - Oil Spill Fee,
  - Missouri and Kansas State "On-Road" Tax.

3.2.2 Split-Load cost provided will be the per load cost, as requested on the Attachment H. Split-Load is defined as fuels loaded from two (2) independent Pipeline Terminals or single Pipeline Terminal and Supplier's bulk storage tank.

3.2.3 Split-Delivery cost provided will be the per load cost, as requested on the Attachment H. Split-Delivery is defined as fuel product delivered to different City locations (with a different address) from the same load.

3.2.4 The Supplier shall be responsible for filing all applicable taxes and credits such as, but not limited to, alternative fuel credits and Federal Excise tax, to be passed-on to the City at time of invoicing.

3.2.5 Discount for Prompt Payment: Supplier shall state discount offered for payments received within ten (10) calendar-days from the date of delivery or from the date of re-issued corrected invoice. Prompt payment discounts apply only to Pipeline Terminal fuels.

3.2.6 Supplier shall be established to buy Branded and Unbranded fuels from Supplier/Racks at these Pipeline Terminals within the Kansas City, Missouri metropolitan market to include:

- Magellan Pipeline, 401 E. Donovan Road, Kansas City, KS
- Magellan Pipeline, 13745 W/ 135, Olathe, KS
- Sinclair Pipeline, 3401 Fairbanks, Avenue, Kansas City, KS
- Phillips Pipeline, 2029 Fairfax Trafficway, Kansas City, KS

3.2.7 Supplier will be required to provide daily spot market Pipeline Terminal Supplier/Rack prices for fuel only (no taxes or fees or surcharges) to the Ordering Agency electronically (E-mail) or fax or access to free of charge reporting service. Supplier/Rack pricing shall include Branded and Unbranded pricing from ALL Suppliers/Racks within the Kansas City, Missouri metropolitan market. E-mailed or faxed pricing shall be provided daily or with invoice, per the request of City.

3.2.8 Supplier shall include in their bid, a Supplier/Rack Price Sheet for ALL racks within Kansas City, Missouri metropolitan market, between the hours of Midnight to 6:00pm (CST) for: **Thursday, July 16, 2015.**

AND, Supplier shall identify ALL racks supplier has established credit or allocation contract(s) to procure fuels.

AND, Supplier shall identify the lowest priced rack fuel procured for 10% Ethanol Blend Unleaded, 87 Octane (E10) and #2 USLD.

AND, Supplier shall provide a copy of Bill of Lading as proof of purchase

3.2.9 Supplier shall have minimum one (1) allocation contract for each Branded or Unbranded fuels from a rack within the Kansas City, Missouri metropolitan market. Supplier shall maintain allocation contracts for the term of this contract.

3.2.10 The intent is to procure fuels directly from a fixed pipeline terminal. Supplier MUST provide a Bill of Lading for fuel products. Agency MUST approve in advance all fuels from a non-pipeline terminal bulk storage tank.

3.2.11 Suppliers are expected to sign and return all Appendix and Attachment pages with their bid submittal.

3.2.12 F.O.B. Destinations are shown on the attached City of Lee's Summit Tank Locations – Attachment J for all City locations. Supplier's response showing other than F.O.B. Destination may be rejected. Supplier retains title and assumes all transportation charges, responsibility, liability, and risk in transit, and shall be responsible for the filing of claims for loss or damage.

### 3.3 ORDERING and SHIPPING INSTRUCTIONS:

3.3.1 Products/Services needed by the City will usually be ordered against a blanket/inverted purchase order issued by the City, F.O.B. Destination. The purchase order will be for a stated dollar amount and will terminate at time shown on purchase order or expiration of contract, whichever is earlier. Purchase orders for specific items and quantities may also be issued against this contract. A separate Billing account is required for each City Ordering Department. All purchase order numbers shall be referenced on Supplier's Invoices.

3.3.2 The City consists of numerous Departments and Divisions. Each Department/Division shall be a separate Ordering Department requiring a different supplier account number and monthly billing statements.

- 3.3.3 The Ordering Department named in the "Deliver to Address" on the purchase order is required to provide the Supplier with the names of persons authorized to place orders against the contract. Authorized personnel are identified in Attachment J.
- 3.3.4 Delivery of fuel shall be made within twenty-four (24) hours after receipt of the order or by the end of day if order request is placed prior to 9:00am (CST) on the same day. Unless authorized by the Ordering Department at the time of the order, the fuel must be delivered during normal working hours between, **7:00 A.M. and 3:30 P.M. (Local Time)**. No fuel shall be delivered to an unattended location unless authorized by the Ordering Department.
- 3.3.5 Supplier shall confirm delivery hours with each individual Ordering Department.
- 3.3.6 Supplier shall be capable of receiving delivery order request by E-mail, telephone, or fax. Supplier shall be capable of confirming receipt of delivery request within two (2) hours by E-mail, telephone, or fax.
- 3.3.7 Supplier shall source the lowest priced Branded or Unbranded rack fuel available at the time product is loaded. Supplier shall make a reasonable attempt to contact ordering Department when there is an interruption of service or product shortage at the lowest priced pipeline terminal, prior to loading product at next lowest priced pipeline terminal. Failure to notify Department of price change may only obligate Department to pay lowest posted price. Supplier is responsible for confirming delivery order instructions with each Department.
- 3.3.8 Supplier's delivery driver shall notify on-site personnel at the time of arrival and prior to off-loading product. Delivery driver is responsible for identifying location of fuel system monitoring, alarm, and emergency devices.
- 3.3.9 Supplier shall top-off fuel storage tank for 0-4000 gallon (Tank Wagon) deliveries when required by the Ordering Department. Supplier shall not be required to top-off a fuel storage tank when the type of fuel ordered is a blended fuel or fuel storage tank inventory cannot be verified or provided by the Ordering Department.
- 3.3.10 Supplier is responsible for verifying storage tank product type, inventory and water levels prior to off-loading fuel.
- 3.3.10.1 Supplier's delivery driver shall "stick" each underground storage tank, and when applicable for above-ground storage tanks, for inventory and water inch levels prior to and immediately after off-loading any fuel, and notate the readings on the delivery ticket or Bill of Lading. **NOTE:** It is the Supplier's responsibility to verify "free water" content prior to transfer of fuel in City's storage tank.
- 3.3.10.2 Supplier's delivery driver shall compare "stick" inch level to Tank Monitor (Veeder-Root) inch level reading, or "clock gauge" if Tank Monitor is not accessible. Delivery driver shall notify Fleet Manager or on-site personnel of significant discrepancy between stick/Tank Monitor levels and high water levels prior to off-loading fuel.
- 3.3.10.3 In order to help prevent fuel contamination and provide clean fuel dispensing, the Supplier's delivery driver must, each time before off-loading fuel into storage tanks, remove debris from the surface of the tank trap, and ensure manhole lids and pipe caps are properly resealed, as part of required contractual obligations. Delivery driver shall not remove fill-pipe cap when liquid exceeds the top of the fill-cap. Failure to perform these instructions may result in billing the Supplier for related damages.
- 3.3.10.4 Supplier's delivery driver shall prevent dispensing while off-loading product. Supplier's delivery driver shall confirm dispensing has been disabled prior to off-loading and re-enabled after off-loading product.
- 3.3.10.5 A copy of metered ticket or Bill of Lading shall be provided at time of product delivery to the attendant at the receiving facility. Supplier is responsible for obtaining signature for proof of delivery.
- 3.3.10.6 Supplier shall perform all deliveries to the City's facilities in a safe and professional manner. The Supplier's equipment shall be in good working order and all delivery personnel shall be trained in safety measures to preclude accidents from endangering personnel on the property. Delivery vehicles and deliveries shall meet or exceed all Federal, State and Local laws and regulations including but not limited to: City of Lee's Summit, OSIER, EPA and State of Missouri, State of Kansas local regulations related to the transportation of fuel within a Metropolitan area. All delivery vehicles shall carry the minimum liability insurance required by this contract. All delivery vehicle operators shall be trained, qualified, and licensed.
- 3.3.10.7 Supplier must provide systems necessary to prevent spill and overfills from occurring during the product transfer. The Supplier must also provide the systems necessary to prevent product from reaching streets, catch basins or other drainage structures during product transfers. The Supplier will be responsible for cleaning up any spill in accordance to State and Federal environmental laws and regulations. In case of a spill, the delivery driver shall seek approval from an on-site supervisor that the spill has been properly cleaned up prior to leaving spill site.
- 3.3.10.8 Supplier shall include a list of supplier owned and or subcontracted equipment that will be used to perform product delivery to include: Year, Make, Model, Bulk Compartment Sizes, and Date of most recent calibration. All Supplier's and or subcontracted equipment shall meet the State of Missouri and State of Kansas calibrations guidelines. Supplier will be required to provide a copy of their most recent State Certificate(s) of calibration upon Bid award and prior to Contract Execution. The Ordering Department reserves the right to randomly check the Supplier's calibration during the period of this contract. Note: Requirement of Bid

## Submittal.

- 3.3.11.9 Subcontracted drivers and delivery equipment (Common-Carrier) shall comply with all conditions of this contract. The Supplier must identify any subcontractor (Common-Carrier) and submit a letter from the subcontractor (Common-Carrier) stating their ability to perform deliveries against this contract. No invoices will be accepted from a subcontracted Supplier nor will any invoice be paid to a Subcontractor. Therefore, the Supplier must provide an invoice with the required information reflecting the delivery.

## 3.4 SUPPLIER'S INVOICES:

- 3.4.1 Supplier shall provide a priced-out invoice at time of product delivery or by 6:00pm (CST) on the next business day. A copy of the Bill of Lading and if applicable a Meter Ticket shall be provided with the invoice.
- 3.4.2 Supplier shall resolve invoice disputes by 6:00pm (CST) on the next business day, from the day supplier is contacted of the dispute, to include providing corrected invoice. Corrected invoices shall reflect original Deliver Date and invoice re-issue date.
- 3.4.3 Supplier shall submit priced-out invoices electronically (E-mail) or by mail, per request by Ordering Department.
- 3.4.4 City of Lee's Summit requires invoice and Bill of Lading to be submitted electronically (E-mail). Invoice and Bill of Lading and Meter Ticket shall be a single PDF attachment. If metered gallons, both the Bill of Lading and Meter Ticket shall be submitted.
- 3.4.5 Supplier shall submit one (1) invoice for delivered fuel(s) at a single location. Fuel products, taxes, fees, delivery charges, additives are to be itemized out per Unit price and Extended price, per TANK.
- 3.4.6 Supplier to include in their bid a *sample* invoice that reflects a delivery of three (3) different fuel products per three (3) Tanks. Note: Requirement of Bid Submittal.
- 3.4.7 Ordering Department shall be billed on NET fuel gallons on the date and time as shown on the Supplier's original Bill of Lading, for delivery orders of 1,000 gallons or more at a single location.
- 3.4.8 Gallon amounts ordered per Tank must equal the Bill of Lading gallon amounts.
- 3.4.9 Supplier may invoice either NET gallons or metered Gross gallons for orders of 999 gallons or less at a single location.
- 3.4.10 Qualifying discounts for prompt payment will be taken at time payment.
- 3.4.11 Invoices for blended product shall contain gallons and gallon price for each product, unless there is a pipeline terminal posted "rack price" for that specific blended product.
- 3.4.12 Invoices shall contain the following information, if requested by the Ordering Agency:
- Date of Delivery
  - Date Invoiced
  - Customer Account: "Sold To"
  - Location Name and Address: "Ship To"
  - Type of Fuel Delivered
  - Amount of Fuel Delivered
  - Products, taxes, fees, delivery charges, additives on separate, individual lines
  - Description of Any Other Supplies or Services Ordered
  - Tank(s) Number
  - Purchase Order Number
  - Contract Number
- 3.4.13 For prompt payment, a copy of all invoices shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063, faxed to 816-969-1113, or e-mailed to [ap@cityofls.net](mailto:ap@cityofls.net).
- 3.5 ESTIMATED FUEL QUANTITIES: Quantities listed herein are estimated only and are not a guarantee of actual quantities or minimum quantities to be ordered by the City. The City does not guarantee a minimum number of orders or any minimum quantities to the successful Supplier. No minimum gallons per delivery shall apply to orders. Please reference Attachment J for detailed tank sizes, tank locations, and fuel types per location.
- 3.6 DELIVERY SITES: The City reserves the right to close any delivery site(s) or add new delivery site(s), or discontinue any fuel product at any time without penalty.
- 3.7 ADDITIONAL FUEL/FUEL TANKS: If additional types of fuel are needed at any delivery site, the Supplier agrees to provide the fuel at the same margin above rack price established in the contract.
- 3.8 WARRANTY: The Supplier is responsible for replacing any dropped contaminated fuel at no charge to the City. The Supplier is responsible for removing and disposing of contaminated fuel and shall follow all state and Federal EPA disposal regulations and

guidelines, at no charge to the City. Cleanup and disposal of all contaminated soil will be the sole responsibility of the Supplier.

### 3.9 SUBCONTRACTING-BIDDERS ARE TO COMPLETE AND SUBMIT APPENDIX A WITH BID:

3.9.1 Subcontracting shall under no circumstances relieve the Supplier of any liability or obligation under this contract, and all transactions must be through the Supplier. If subcontracting is contemplated the name and qualifications of the subcontractor shall be provided as a part of the Bid. Supplier shall subcontract only to established companies that have a minimum of five (5) years experience at performing the required service as their primary service.

3.9.2 Subcontracted "Common-Carrier" for fuel product delivery - Supplier and Subcontractor shall have a minimum of three (3) years consecutive prior working relationship and where Common-Carrier service is performed on a weekly basis by the subcontractor for the supplier. Identify for each service business/firm intended to be subcontracted:

- Legal Name, address, phone, fax, E-mail, Federal ID#, and website address.
- History of business/firm including date business/firm was established under current name.
- Primary services performed and products provided as a daily course of business and relevant to this contract Specifications and Requirements.
- Months or Years subcontractor has performed services for business/firm.
- Type and frequency of service(s) subcontractor performs for business/firm.
- Describe contracts or agreements between business/firm and subcontractor.
- Describe delivery driver training and safety program to include frequency (weekly, monthly, yearly), and required qualifications.
- Equipment to be used to deliver packaged and bulk transfer products: provide detailed list of equipment, compartment sizes and load limitations per Truck, and parking location(s).

### 3.10 EXPERIENCE AND QUALIFICATIONS - BIDDERS ARE TO COMPLETE AND SUBMIT APPENDIX B WITH BID:

Supplier as established under the current business/firm name shall have a minimum five (5) years experience with relevant products and services as primary course of business, to include, but not limited to: Daily Spot Rack at fixed pipeline terminal pricing procurement within the Greater Kansas City, Missouri market, Transport and Tank Wagon deliveries, treatment for cold weather use, Fuel Quality Maintenance.

Supplier shall be headquartered or have a branch location within 60 miles of City of Lee's Summit, Missouri city limits. Supplier shall have employed qualified staff to respond to on-site emergency assistance within two (2) hours of notification. Supplier may not use subcontractors in lieu of supplier employed staff for emergency assistance unless authorized by the Agency.

Supplier shall provide a company overview under current business/firm name, relevant experience as it pertains to Bid Specifications and Requirements, personnel structure, owned equipment, and subcontracted equipment, personnel, services.

### 3.11 BUSINESS/FIRM PROFILE AND LEGAL STRUCTURE - BIDDERS ARE TO COMPLETE AND SUBMIT APPENDIX B WITH BID:

- Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.
- Brief history of business/firm including date the business/firm was established under the current name, to include branch locations.
- Type of ownership, or legal structure of business/firm.
- Number of total employees under business/firm
- Type of ownership, or legal structure of business/firm.
- Has the business/firm ever failed to complete work for which a contract was issued? If yes, explain the circumstances.
- Are there any civil or criminal actions pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
- Has the business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.
- Identify financial capacity. City may at any time require proof of financial capacity to perform this contract such as Dun and Bradstreet, audited financial statements, bonding capacity.

### 3.12 EXPERIENCE AND PERSONNEL - BIDDERS ARE TO COMPLETE AND SUBMIT APPENDIX C WITH BID.

- List primary services performed and products provided as a daily course of business and relevant to this Bid Specifications and Requirements.
- List Key employed support staff who is likely to be directly involved and assigned to this contract to include: *years of employment, years and type of relevant experience, titles or position.*

- List employed staff capacity; comment on the ability of your business/firm to address vacations, sickness, or loss of Key Employee(s).

Provide a minimum of three (3) customer referrals for most relevant services performed or comparable contracts completed by your business/firm during the past five (5) years. For each listed, provide a narrative that includes:

- a. Scope of services provided.
- b. Length of time and dollar amount of the contract or services provided.
- c. The business or contracting entity's name, contact person, e-mail address, and telephone number.

**3.13 DELIVERY PERSONNEL AND EQUIPMENT - BIDDERS ARE TO COMPLETE AND SUBMIT APPENDIX D WITH BID:**

- Describe personnel and equipment that will be used to provide delivered products for meeting the City's requirements.
- Owned equipment to be used to deliver bulk transfer products: provide detailed list of equipment, compartment sizes and load limitations per Truck, and parking location(s).
- Describe your business/firm employed delivery driver training and safety program to include frequency (weekly, monthly, yearly), and required qualifications.
- Describe equipment that would be used to deliver packaged products, to included ability to off-load products, operating schedule, and any restrictions or limitations.

**3.14 DELIVERY OF SPECIFIED GOODS AND SERVICES APPROACH - BIDDERS ARE TO COMPLETE AND SUBMIT APPENDIX E WITH BID:**

- Discuss your understanding of the bid specifications and requirements.
- Highlight unique services and management tools and indicate the benefits of them to the City. What makes your business/firm better than the competition?
- Describe your Quality Assurance Plan.
- State approximate date your business/firm is available to begin work if awarded a contract.
- Discuss your transition plan to begin providing services.

**4.0 PRODUCTS:**

- 4.1 Gasoline: Regular Unleaded, 87 Octane
- 4.2 Gasoline: Mid-Grade, 89 Octane
- 4.3 Gasoline: Premium Unleaded, 91 Octane
- 4.4 Diesel Fuel #1
- 4.5 Diesel Fuel #2 USLD
- 4.6 Winter Blend Diesel (#1 and #2 USLD)
- 4.7 Red Dye
- 4.8 Pipeline Additive, or Equivalent
- 4.9 Power Service Additive Products

**5.0 SPECIAL INSTRUCTIONS, SPECIFICATIONS AND TESTING - BIDDERS ARE TO COMPLETE AND SUBMIT APPENDIX F WITH BID:**

All fuel supplied shall meet or exceed specifications as set forth by the Federal Department of Transportation and shall comply with State Maximum lead specifications and with current ASTM D439, ASTM D975 and ASTM SD976.

- 5.1 Ethanol blended fuel shall meet or exceed specifications as set forth by the Federal Department of Transportation and shall comply with State and Federal maximum Specifications and with current ASTM D5798 (E85) and ASTM D4806 (E10).
- 5.2 Supplier must submit Material Safety Data Sheets upon request by The City.
- 5.3 The City reserves the right to test the quality of all products furnished under this contract and to refuse to accept and/or to return any products(s) which do not meet minimum specifications. Any product returned for failure to meet specifications, shall be done at the Supplier's expense.

**6.0 FUEL QUALITY SERVICES—BIDDERS ARE TO COMPLETE AND SUBMIT ATTACHMENT G WITH BID:**

Supplier shall provide products and services to maintain fuel quality. Maintenance services provided shall detect, diminish, and remove free and suspended moisture content, particulate matter, microbial contamination, and Ethanol phase separation throughout the year. Services to include:

- 6.1 WATER PASTE MONITOR: Supplier shall check each storage tank prior to fuel drop for water by applying Kolor Kut paste or other approved water-finding paste to tank stick and submerging down to tank bottom. Remove stick and record the level of free water by measuring the length of paste that has turned a red color. If free water measured on stick is over 1 inch, the City's Fleet Manager should be notified immediately and recorded on the delivery invoice. Supplier is not responsible for sticking tank when tools or equipment are required to access tank opening.

- 6.2 During fuel drop, additive products shall be properly mixed with diesel and biodiesel deliveries, per manufacturer quality insurance instructions, to maintain fuel stability and to eliminate fuel freezing, gelling, and glycerin breakdown.
- 6.3 Supplier shall free of charge collect dispensed Diesel fuel samples when there is visual evidence of fuel quality breakdown, and test fuel for one or more of the following:
- Lubricity (ASTM D6079)
  - Oxidation Stability (ASTM D7545, ASTM D2274, ASTM D7462)
  - API Gravity (D-287)
  - Cetane Index (ASTM D4737)
  - Density (ASTM D1298, IROX DIESEL)
  - Water (D-4928)
  - Cold Filter Cloud Point (D5772)
  - Cold Filter Plug Point (D6371)
  - Cold Filter Pour Point (D7346)
- 6.4 Supplier shall free of charge be responsible for collecting and reporting to The City's Fleet Services Manager NEAT Diesel fuel samples every 30-days and test for:
- All Year:
- Lubricity (ASTM D6079)
  - Oxidation Stability (ASTM D7545, ASTM D2274, ASTM D7462)
  - API Gravity (D-287)
  - Cetane Index (ASTM D4737)
  - Density (ASTM D1298, IROX DIESEL)
  - Water (D-4928)
- Include Winter Months:
- Cold Filter Cloud Point (D5772)
  - Cold Filter Plug Point (D6371)
  - Cold Filter Pour Point (D7346)
  - Supplier to share sample test results and work with fuel Additive Manufacturer to ensure proper treatment is achieved.
- 6.5 TANK FUEL SAMPLING: Once a year minimum and as required, supplier shall bottom sample fuel in storage tanks using "bacon bomb" or similar method to extract fuel for visual inspection. Based on visual inspection one or more of the following lab analysis might be required:
- Diesel Fuel:
- a) Microbial Contamination (Positive/Negative)
  - b) Distillation (D-86)
  - c) API Gravity (D-287)
  - d) Cetane Index (D976)
  - e) Water By Karl Fisher (ASTM D-6304)
  - f) Water & Sediment (D-1796)
- Unleaded and Ethanol Blend Fuel (Octane Test):
- Microbial Contamination (Positive/Negative)
  - Distillation (D-86)
  - API Gravity (D-287)
  - Cetane Index (D976)
- Supplier to share sample test results and work with fuel Additive Manufacturer to ensure proper treatment is achieved.
- 6.6 FUEL RECONDITIONING AND TANK BOTTOM SWEEP SERVICE: Tank Bottom Sweep shall include vacuuming the bottom of the tank back and forth, and discharge into approved temporary storage container, until the majority of all the accumulated water and sludge has been removed. Following the tank Bottom Sweep, the fuel in temporary storage container is to be filtered free

of water and particulate matter at 10-micron or less back into tank, through a series of filters, being visually examined frequently for fuel quality throughout the process. Remaining sludge to be hauled off-site and properly disposed.

**For this process temporary storage containers shall be provided at no cost to the City.**

Reconditioning fuel in primary storage tank shall include moving all fuel through a 4-stage filtering process a minimum of (3) full rotation:

- Pre-filter Bag Filtration -filters particulate matter anywhere from 800-10 micron.
- Coalescer -separates fuel from water.
- Recondition -magnetic reconditioner reducing the size and mass of fuel molecule clusters, stabilizing and conditioning fuel.
- Canister Filtration - filter fine particulate matter and water to requirements stated by Fuel Manager. 10 micron is standard.

6.7 MICRO-BIocide TREATMENT: Properly mix/agitate fuel with approved dual-phase biocide per manufacturer's instructions for maintenance shock treatment - must follow EPA guidelines.

6.8 Supplier shall provide emergency services when air/ground water enters the fuel storage tank, at a level of 2" or more, to include:

- Water extraction
- Micro-organism treatment
- ASTM D975 analysis (diesel fuel only) or visual analysis (gasoline and ethanol only)

**7.0 FUEL STORAGE TANK LEASING- REFER TO, COMPLETE AND SUBMIT ATTACHMENT H WITH BID:**

Supplier shall be able to provide primary or secondary contained above-ground fuel storage for temporary, long-term use, or lease to own options as required by the City.

7.1 Storage capacities shall range from 500-gallons to 4,000-gallons.

7.2 Storage tanks shall be equipped with all necessary hardware to dispense Unleaded and Diesel fuels, and must meet State and Local codes and 2006 International Fire Code. Secondary tank containment and spill containment must meet current U.S Environmental Protection Agency (EPA) and Missouri Department of Natural Resources (MDNR) environmental laws and regulations.

7.3 Supplier is responsible for equipment delivery, setup, securing electrical hookup to electrical pump, testing equipment for proper operation, equipment failures and maintenance and repairs, and equipment removal. Supplier shall remove all equipment off-site within 14-business days upon being notified equipment is no longer needed.

7.4 Supplier shall comply with DOT regulations for transporting storage tanks.

7.5 City is responsible for providing an approved power source for electrical pump connection within 50 feet of Tank location.

7.6 Supplier shall provide Monthly fuel tank equipment rental pricing.

7.7 Supplier shall provide Lease to Own fuel tank pricing options.

7.8 Supplier is required to submit current specifications on the following tank sizes: 500 gallon, 1,000 gallon and 2,000 gallon

7.9 Tank specifications must meet or exceed the following:

- 7.9.1 All tanks shall be brand new Flameshield double wall containment tanks.
- 7.9.2 All tanks shall meet all local, State, and Federal codes currently in place for fuel storage containers.
- 7.9.3 All tanks shall be fitted with all new pressure vents, emergency vents, top mounted tank level gauges, and Fill Rite 701 V pumps with meters.
- 7.9.4 Supplier recommended Tank specifications shall be provided with Appendix E.

**8.0 INSPECTION:** All products, materials and services delivered under this Bid will be subject to inspection and acceptance by the City.

**9.0 PROTECTION OF PROPERTY:** All existing structures, utilities, services, roads, trees, and shrubbery, shall be protected against damage or interrupted services at all times by Supplier during the term of this contract. The Supplier shall be held responsible for repairing or replacing property to the satisfaction of the City, which is damaged by reason of the Supplier's operation on the property.

guarantees that the City will not be cut in quantities and that the existing Supplier assumes all responsibilities in maintaining the Federal or State Government invoked allocations should they prevail.

By signing the Invitation for Bid, you are certifying that you are an authorized representative of your company and that your company is an integrated oil company and will comply with this requirement.

**11.0 ALTERNATIVE PRICING VERIFICATION METHOD:**

- 11.1 The City of Lee's Summit, Missouri reserves the right to substitute an alternative price verification method to determine price and discounted use of the rack pricing method if:
- (a) An interruption in the Rack Pricing publication is experienced, beyond existing scheduled holidays; or
  - (b) The listing of companies and their prices for the City are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair average price; or
  - (c) If it is determined to be in the best interest to substitute a pricing verification method, the City will notify the Supplier(s), in writing, at least ten (10) calendar days in advance of any anticipated change. For the date of this notification, the Supplier shall have five (5) calendar days to accept or reject the proposed substitute and advise in writing, the City of their acceptance or rejection. If rejected by the Supplier(s), the City reserves the right to cancel the contract in whole or in part by giving fifteen (15) calendar days advanced written notice to the Supplier(s).

**12.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:**

This section is optional, it will not affect bid award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder.

The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

YES X      NO \_\_\_\_\_      INITIALS JM

John Moore Oil Company is willing to extend this bid to other agencies dependant upon location, annual gallons, and average gallons per delivery. We would ask that any agencies interested in this bid to contact John Moore Oil Company to discuss logistics and gallons.

**10.0 ALLOCATION GUARANTEE:** A Contract will be entered into only with established responsible oil companies as Suppliers.

In the event the Nation experiences a shortage of fuel, by any cause, it is to be understood that the existing Supplier guarantees that the City will not be cut in quantities and that the existing Supplier assumes all responsibilities in maintaining the Federal or State Government invoked allocations should they prevail.

By signing the Invitation for Bid, you are certifying that you are an authorized representative of your company and that your company is an integrated oil company and will comply with this requirement.

**11.0 ALTERNATIVE PRICING VERIFICATION METHOD:**

**11.1** The City of Lee's Summit, Missouri reserves the right to substitute an alternative price verification method to determine price and discounted use of the rack pricing method if:

- (a) An interruption in the Rack Pricing publication is experienced, beyond existing scheduled holidays; or
- (b) The listing of companies and their prices for the City are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair average price; or
- (c) If it is determined to be in the best interest to substitute a pricing verification method, the City will notify the Supplier(s), in writing, at least ten (10) calendar days in advance of any anticipated change. For the date of this notification, the Supplier shall have five (5) calendar days to accept or reject the proposed substitute and advise in writing, the City of their acceptance or rejection. If rejected by the Supplier(s), the City reserves the right to cancel the contract in whole or in part by giving fifteen (15) calendar days advanced written notice to the Supplier(s).

**12.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:**

This section is optional, it will not affect bid award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder.

The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

YES \_\_\_\_\_ NO \_\_\_\_\_ INITIALS \_\_\_\_\_

**13.0 PRICING - BIDDERS ARE TO COMPLETE AND SUBMIT THE FOLLOWING APPENDIXES WITH BID:**

(NOTE: Bidders are required to sign and date each pricing attachments G—I).

**ATTACHMENT G – FUEL QUALITY SERVICES**

**ATTACHMENT H – FUEL STORAGE TANK LEASING**

**ATTACHMENT I – MISSOURI TANKWAGON DELIVERY PRICING**

**ATTACHMENT J – CITY OF LEE'S SUMMIT TANK LOCATIONS (View only, No Pricing Needed)**

REVISED ATTACHMENT-G

FUEL QUALITY SERVICES

6.0 Supplier shall provide products and services to maintain fuel quality. Maintenance services provided shall detect, diminish, and remove free and suspended moisture content, particulate matter, microbial contamination, and Ethanol phase separation throughout the year. Note: Fuel additive products used for restoring fuel quality will be at the cost provided on Attachment G.

6.1.5 Tank Fuel Sampling: Once a year minimum and as required, supplier shall bottom sample fuel in storage tanks using "bacon bomb" or similar method to extract fuel for visual inspection. Based on visual inspection one or more of the following lab analysis might be required:

SERVICE

	UNIT	COST
1 Customer request for additional tank sampling	Per Sample	\$200.00

Diesel Fuel:

2 Microbial Contamination (Positive/Negative)		
3 Distillation (D-86)		
4 API Gravity (D-287)		
5 Cetane Index (D976)		
6 Water by Karl Fisher (ASTM D-6304)		
7 Water & Sediment (D-1796)	Per Test	\$200.00

Unleaded and Ethanol Blend Fuel (Octane Test):

8 Microbial Contamination (Positive/Negative)		
9 Distillation (D-86)		
10 API Gravity (D-287)		
11 Cetane Index (D976)	Per Test	\$500.00

5.9 Fuel Reconditioning and Tank Bottom Sweep Service

1 On-Site Mobilization Fee	Per Site	\$600.00
2 0-5,000 gal Horizontal UST Tank Bottom Sweep-moderate water and/or sediment	Per Tank	\$550.00
3 0-5,000 gal Horizontal AST Tank Bottom Sweep-moderate water and/or sediment	Per Tank	\$850.00
4 Per Hour Rate for 0-5,000 gal-Vertical or Heavy water and sediment	Hour	\$175.00
5 Disposal of Diesel Waste	Per Gal	\$3.00
6 Disposal of Unlead Waste	Per 55 gal	\$275.00
7 Additional to Tank Bottom Sweep: hourly service rate to recondition fuel in the tank	Per Hour	\$175.00
5.10 Micro-Biocide Treatment: Properly mix/agitate fuel with approved dual-phase biocide		
1 Add Micro-Biocide product to fuel and mix/agitating (0-5,000 gal Tank)	Per Tank	\$175.00

5.11 Supplier shall provide emergency services when air/ground water enters the fuel storage tank, at a level of 2" or more, to include:

1 After-Hours On-Site Equipment Mobilization Fee	Per Site	\$600.00
2 After-Hours Hourly Service Rate	Per Hour	\$250.00
3 Water Coalescer Filter	Per Filter	\$50.00
4 Water Contact Diesel	Per 55 gal	\$275.00
5 Water Contact Gasoline	Per 55 gal	\$275.00

\*\* Section 5.8, Diesel Fuel-Line Items 2-7 shall be one fixed cost CHECK BID DOC

\*\*\*Section 5.8, Unleaded and Ethanol Blend Diesel Fuel (Octane Test)-Line Items shall be one fixed cost

Respondent: John Moore S.I. Co

X John Moore X 8-14-15

Supplier's Authorized Signature

DATE



REVISED ATTACHMENT I

TANKWAGON DELIVERED PRICING-4,000 gallons or LESS

ITEM NO.	ITEM AND SPECIFICATION	Unit	State of Mo Tax	MUST FEE	LUST FEE	MTO INSP. FEE	KS INSP. FEE	FED OIL SPILL FEE	MARGIN COST ABOVE RACK	TOTAL CHARGE (PER GAL)-4,000 Gallons or Less
11	Gasoline, Unlead: 87 Octane, 10% Ethanol Blend	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00171	0.13500	0.31101
12	Gasoline, Unlead: 89 Octane, 10% Ethanol Blend	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00171	0.13500	0.31101
13	Gasoline, Unlead: 91 Octane, 10% Ethanol Blend	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00171	0.13500	0.31101
14	Diesel Fuel, Clear: #1, ULSD	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00190	0.13500	0.31120
15	Diesel Fuel, Clear: #2, ULSD	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00190	0.13500	0.31120
16	Diesel Fuel #2, Red Dye, Off-Road ULSD	GAL	0.00500							
17	X1 Pipeline Additive, or Equivalent	GAL	0.02000							
	Customer Specific Fuel Additives:		LSM/D List Price	% Markup	Discount					TOTAL CHARGE PER FUEL GALLON
18	Power Service Additive, Clear Diesel at 1:1000 Ratio	GAL	0.03290	20.000000%	0.00000				\$	0.039480
19	Power Service Additive, Diesel Kleen at 1:1500 Ratio	GAL	0.01930	20.000000%	0.00000				\$	0.023160
110	Power Service Additive Supplement at 1:1500 Ratio	GAL	0.01830	20.000000%	0.00000				\$	0.021960
111	Power Service Additive, Artic Express at 1:1500 Ratio	GAL	0.01390	20.000000%	0.00000				\$	0.016580
112	Power Service Additive, Biokleen at 80 oz: 1600 Ratio	GAL	0.04594	20.000000%	0.00000				\$	0.055128

Discount for prompt payment: N/A % Net 20 (Calendar Days)

Respondent: John Moore Oil Co.

X John Moore  
Signature

X 8-14-15  
Date

TRANSPORT DELIVERED  
PRICING-4,001 GALLONS OR MORE

ITEM NO.	ITEM AND SPECIFICATION	Unit	State of Mo Tax	MUST FEE	LUST FEE	MO INSP. FEE	K3 INSP. FEE	FED OIL SPILL FEE	MARGIN COST ABOVE BACK	TOTAL CHARGE (PER GAL)-4,001 Gallons or More
J1	Gasoline, Unleaded: 87 Octane, 10% Ethanol Blend	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00171	0.05000	0.22601
J2	Gasoline, Unleaded: 89 Octane, 10% Ethanol Blend	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00171	0.05000	0.22601
J3	Gasoline, Unleaded: 91 Octane, 10% Ethanol Blend	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00171	0.05000	0.22601
J4	Diesel Fuel, Clear: #1, ULSD	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00190	0.05000	0.22620
J5	Diesel Fuel, Clear: #2, ULSD	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00190	0.05000	0.22620
J6	Diesel Fuel #2, Red Dye, Off-Road ULSD	GAL	0.00500							
J7	X1 Pipeline Additive, or Equivalent	GAL	0.02500							
	Customer Specific Fuel Additives:		LSMO List Price	% Markup	Discount					TOTAL CHARGE PER FUEL GALLON
J8	Power Service Additive, Clear Diesel at 1:1000 Ratio	GAL	\$ 0.03290	20.00000%	0.00000					0.039480
J9	Power Service Additive, Diesel Klean at 1:1500 Ratio	GAL	\$ 0.01930	20.00000%	0.00000					0.023160
J10	Power Service Additive Supplement at 1:1500 Ratio	GAL	\$ 0.01830	20.00000%	0.00000					0.021960
J11	Power Service Additive, Arctic Express at 1:1500 Ratio	GAL	\$ 0.01390	20.00000%	0.00000					0.016680
J12	Power Service Additive, BioKlean at 80 oz: 1600 Ratio	GAL	\$ 0.04594	20.00000%	0.00000					0.055128
J13	Split-Load Charge	Load	\$100.00							
J14	Split-Load Delivery Charge	Load	\$100.00							

Discount for prompt payment: N/A % Net 20 (Calendar Days)

Respondent: John Moore Oil Co

X John Moore Signature

X 8-14-15 Date

REVISED ATTACHMENT K

SUPPLIER RACK PRICE SHEET

ALL FUEL GRADES AND PRICING STATED BELOW SHALL BE BASED UPON THE 7.0# RVP EPA MANDATED REQUIREMENT.

Date

7/29/2015

Supplier	Terminal	10% Ethanol Unleaded 87 Octane	10% Ethanol Unleaded 89 Octane	10% Ethanol Unleaded 91 Octane	Diesel Fuel, Clear: #1, ULSD	Diesel Fuel, Clear: #2, ULSD	#2 Red Dye Off-Road ULSD
P66 Unbranded Contract	Phillips 66	\$ 1.8528	\$ 2.1573	\$ 2.3748	N/A	\$ 1.6019	\$ 1.6054
Coffeyville Resources	Magellan	\$ 1.8528	\$ 2.1573	\$ 2.3748	\$ 1.8216	\$ 1.6416	\$ 1.6451
Growmark	Magellan	N/A	N/A	N/A	\$ 1.9138	\$ 1.6573	\$ 1.6608
Sinclair Branded	Sinclair	\$ 1.9510	\$ 2.2410	\$ 2.5510	\$ 1.9275	\$ 1.6475	\$ 1.6500
Phillips 66 Branded	Phillips 66	\$ 1.9439	\$ 2.1242	\$ 2.3454	N/A	\$ 1.6720	\$ 1.6771

Date

7/30/2015

Supplier	Terminal	10% Ethanol Unleaded 87 Octane	10% Ethanol Unleaded 89 Octane	10% Ethanol Unleaded 91 Octane	Diesel Fuel, Clear: #1, ULSD	Diesel Fuel, Clear: #2, ULSD	#2 Red Dye Off-Road ULSD
P66 Unbranded Contract	Phillips 66	\$ 1.8393	\$ 2.1403	\$ 2.3553	N/A	\$ 1.5900	\$ 1.6025
Coffeyville Resources	Magellan	\$ 1.8393	\$ 2.1403	\$ 2.3553	\$ 1.8131	\$ 1.6331	\$ 1.6366
Growmark	Magellan	N/A	N/A	N/A	\$ 1.9072	\$ 1.6507	\$ 1.6542
Sinclair Branded	Sinclair	\$ 1.9410	\$ 2.2310	\$ 2.5410	\$ 1.9425	\$ 1.6625	\$ 1.6650
Phillips 66 Branded	Phillips 66	\$ 1.9614	\$ 2.2629	\$ 2.6659	N/A	\$ 1.6670	\$ 1.6721

REVISED ATTACHMENT K

SUPPLIER RACK PRICE SHEET

Date

7/31/2015

Supplier	Terminal	10% Ethanol Unleaded 87 Octane	10% Ethanol Unleaded 89 Octane	10% Ethanol Unleaded 91 Octane	Diesel Fuel, Clear: #1, ULSD	Diesel Fuel, Clear: #2, ULSD	#2 Red Dye Off-Road ULSD
p66 Unbranded Contract	Phillips 66	\$ 1.8326	\$ 2.1336	\$ 2.3486	N/A	\$ 1.6004	\$ 1.6039
Coffeyville Resources	Magellan	\$ 1.8326	\$ 2.1336	\$ 2.3486	\$ 1.8131	\$ 1.6331	\$ 1.6366
Growmark	Magellan	N/A	N/A	N/A	\$ 1.9116	\$ 1.6511	\$ 1.6546
Sinclair Branded	Sinclair	\$ 1.9560	\$ 2.2460	\$ 2.5560	\$ 1.9450	\$ 1.6650	\$ 1.6675
Phillips 66 Branded	Phillips 66	\$ 1.9704	\$ 2.2719	\$ 2.4881	N/A	\$ 1.6735	\$ 1.6786
		\$ /Gal	\$ /Gal	\$ /Gal	\$ /Gal	\$ /Gal	\$ /Gal

Respondent: John Moore Oil Co

X John Moore  
Signature

X 8-14-15  
Date

NOTE: DELIVERY TIMES ARE FROM 7:00 A.M. TO 3:30 P.M.  
 CITY OF LEE'S SUMMIT MISSOURI  
 LEE'S SUMMIT, MO 64063

Location	Contact	Phone	Tank Lease or Owned	Above or Below	Tank Capacity	Type of Fuel	Avg Gal./Delivery	Yearly Gallons
City of Lee's Summit Fire Dept 1871 SE Hamblen Lee's Summit MO 64063	Debbie Lewis Mark Shinson	(816) 969-1060 (816) 969-1061	Own	Below	4000	Diesel Fuel #2-Clear	1000 (weekly)	37,660
City of Lee's Summit Fire Dept 1871 SE Hamblen Lee's Summit MO 64063	Debbie Lewis Mark Shinson	(816) 969-1060 (816) 969-1061	Own	Above	4000	Diesel Fuel #2-Clear	1200 (bi-weekly)	94,152
City of Lee's Summit Water Utilities 6316 SE Douglas Lee's Summit, MO 64063	Debbie Lewis Mark Shinson	(816) 969-1060 (816) 969-1061	Own	Below	4000	Diesel Fuel #2-Clear	1000 (monthly)	12,000
City of Lee's Summit Airport 2751 NE Douglas Lee's Summit MO 64064	John Dhracis	(816) 969-1380	Lease	Above	500	Diesel Fuel #2-Clear	500 (5-8 weeks)	3000
City of Lee's Summit Water Meter Services 1390 SW Ward Rd Lee's Summit MO 64063	Mike Rymer	816-969-1960	Own	Above	3000	Off-Rd Dyed #2 Diesel	1600 (every 16 months)	1200
City of Lee's Summit Solid Waste 2101 SE Hamblen Rd Lee's Summit, MO 64063	Chris Buxton	816-969-1381	Lease	Above	2800	Off-Rd Dyed #2 Diesel	1300 (weekly)	60,000-70,000
City of Lee's Summit Parks & Rec Dept 1801 NE Campbell Drive Lee's Summit MO 64063	Dawn Weitzel	816-969-1531	Lease	Above	500	Off-Rd Dyed #2 Diesel	600 (4 times a year)	2400
City of Lee's Summit Water Utilities 2211 SE Douglas Road Lee's Summit MO 64063	Mike Rymer	816-969-1960	Own	Above	3000	Off-Rd Dyed #2 Diesel	900 (every 16 months)	550
City of Lee's Summit Police Dept 10 N.E. Tattler Rd Lee's Summit MO 64063	Debbie Lewis Mark Shinson	(816) 969-1060 (816) 969-1061	Own	Above	3000	Unleaded, 87 Octane	1200 (twice a week)	94,152
City of Lee's Summit Fire Dept 207 SE Douglas Lee's Summit MO 64063	Debbie Lewis Mark Shinson	(816) 969-1060 (816) 969-1061	Own	Below	4000	Unleaded, 87 Octane	1800 (weekly)	56,492
City of Lee's Summit Airport 2751 NE Douglas Lee's Summit MO 64064	John Dhracis	(816) 969-1380	Own	Above	2500	Unleaded, 91 Octane	1500 (every 12 weeks)	6000

Respondent: John Moore O.I Co.  
 Signature: John Moore  
 Date: 8-14-15

**APPENDIX A  
SUBCONTRACTING**

Per Section 3.9-SUBCONTRACTING: Subcontracting shall under no circumstances relieve the Supplier of any liability or obligation under this contract and all transactions must be through the Supplier. If subcontracting is contemplated the name and qualifications of the subcontractor shall be provided as a part of the Bid. Supplier shall subcontract only to established companies that have a minimum of five (5) years experience at performing the required service as their primary service.

Subcontracted "Common-Carrier" for fuel product delivery - Supplier and Subcontractor shall have a minimum of three (3) years consecutive prior working relationship and where Common-Carrier service is performed on a weekly basis by the subcontractor for the supplier.

LEGAL NAME AND ADDRESS	PHONE:	FAX:	FEDERAL ID NO.	WEBSITE ADDRESS:
1.				
2.				
3.				
4.				
5.				

History of business/firm including date business/firm was established under current name:

Primary services performed and products provided as a daily course of business and relevant to this contract Specifications and Requirements:

Months or Years subcontractor has performed services for business/firm:

Type and frequency of service(s) subcontractor performs for business/firm:

Describe contracts or agreements between business/firm and subcontractor:

Describe delivery driver training and safety program to include frequency (weekly, monthly, yearly) and required qualifications:

Equipment to be used to deliver packaged and bulk transfer products: provide detailed list of equipment, compartment sizes and load limitations per Truck, and parking location(s):

**\*\*SEE ATTACHED**

John Moore Oil Company  
Respondent

Josh Moore  
Signature

08/14/2015  
Date

**APPENDIX B  
EXPERIENCE AND QUALIFICATIONS-BUSINESS/FIRM PROFILE AND LEGAL STRUCTURE**

Per Section 3.10-EXPERIENCE AND QUALIFICATIONS and 3.11 BUSINESS/FIRM PROFILE AND LEGAL STRUCTURE: Supplier shall provide a company overview under current business/firm name, relevant experience as it pertains to Bid Specifications and Requirements, personnel structure, owned equipment, and subcontracted equipment, personnel, services.

Does Supplier established under the current business/firm have a minimum of five (5) years experience with relevant products and services as primary course of business, to include, but not limited to: Daily Spot Rack at fixed pipeline terminal or Supplier's bulk Plant pricing procurement within the Greater Kansas City, Missouri market for Tank Wagon deliveries, treatment for cold weather use, Fuel Quality Maintenance?

X Yes \_\_\_ No

Is the Supplier headquartered or have a branch location within 60 miles of City of Lee's Summit, Missouri city limits?

X Yes \_\_\_ No

Does the Supplier have employed qualified staff to respond to on-site emergency assistance within two (2) hours of notification?

X Yes \_\_\_ No

LEGAL NAME AND ADDRESS	PHONE:	FAX:	FEDERAL ID NO.	WEBSITE ADDRESS:

Provide a brief history of business/firm including date business/firm was established under current name, to include branch locations:

Type of ownership or legal structure of business/firm:

Primary services performed and products provided as a daily course of business and relevant to this contract Specifications and Requirements:

Has the business/firm ever failed to complete work for which a contract was issued? If yes, explain the circumstances.

Are there any civil or criminal actions pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations.

Has the business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.

Identify financial capacity. City may at any time require proof of financial capacity to perform this contract such as Dun and Bradstreet, audited financial statements, bonding capacity.

**\*\*SEE ATTACHED**

John Moore Oil Company

Respondent

*Josh Moore*

Signature

08/14/2015

Date

**APPENDIX C**  
**EXPERIENCE AND PERSONNEL**

Per Section 3.12 EXPERIENCE AND PERSONNEL, Supplier shall provide a list of primary services and products, key employed support staff, staff capacity and customer referrals.

List primary services performed and products provided as a daily course of business relevant to the Bid requirements and specifications:

List Key employed support staff who is likely to be directly involved and assigned to this contract to include: *years of employment, years and type of relevant experience, titles or position:*

List employed staff capacity; comment of the ability of your business/firm to address vacations, sickness, or loss of key employee(s):

Provide a minimum of three (3) customer referrals for most relevant services performed or comparable contracts completed by your business/firm during the past five (5) years. For each listed, provide a narrative that includes:

- a. Scope of services provided.
- b. Length of time and dollar amount of the contract or services provided.
- c. The business or contracting entity's name, contact person, e-mail address and telephone number.

**\*\*SEE ATTACHED**

John Moore Oil Company

Respondent

*Josh Moore*

Signature

08/14/2015

Date

## **Appendix A**

### **3.9 Subcontracting**

John Moore Oil Company will not be using sub-contractors for this bid.

## **Appendix B**

### **3.11 Business Profile/Legal Structure:**

John Moore Oil Company P.O. BOX 416 Blue Springs, MO 64013

Phone #: 816-229-5662 Fax #: 816-229-5665 FEIN#: 43-1088595 Website: [jmoc@att.net](mailto:jmoc@att.net)

John Moore Oil Company (JMOC) is a third generation bulk fuel distributor that was incorporated in October of 1976 as a C Corporation in the state of Missouri. John Moore Oil Co. employs 4 full time truck drivers, 1 full time office personnel, and 1 part time office personnel. John Moore Oil Co. is based out of Blue Springs, Mo and delivers fuel to the Kansas City Metro area, and also has a branch location in Warrensburg, MO.

#### **Products and Services:**

John Moore Oil Company provides timely and efficient delivery of Unleaded and Diesel fuels through the use of tank wagon and transport. JMOC also handles oil, grease, DEF, fuel additives, as well as equipment such as fuel tanks, pumps, hoses, nozzles, and meters.

John Moore Oil Company works with multiple government agencies, and has never failed to complete a contract; nor have we been disqualified from working for the City or any other public entity.

John Moore Oil Company has no civil or criminal actions against them.

John Moore Oil Company has proven over the course of 39 years that they have the financial capacity to perform service for the City of Lee's Summit. JMOC has a high line of credit with Pinnacle Bank, and will share financial statements if requested.

## **Appendix C**

### **3.12 Experience and Personnel:**

John Moore Oil Company has been a bulk fuel distributor for 39 years with an emphasis on customer service.

John Moore Oil Company has 3 key employees that will deal directly with the City of Lee's Summit fuel bid. Jeff Moore, the President of John Moore Oil Company, Jake Moore Vice President in charge of Maintenance/Operations, and Josh Moore Vice President in charge of Sales/Purchasing. These three

will be accessible and able to respond in a prompt manner if a problem would arise that requires personal attention. The entire Moore family is of the same mind that customer satisfaction is our number one goal. Overall JMOC drivers have a combined experience of 77 years in the petroleum industry.

Jeff Moore – President; 35 years experience 816-647-9063

Jake Moore – Vice President; 6 years experience 816-678-7080

Josh Moore – Vice President; 4 years experience 816-729-6847

Slade Uptegrove – Branch Manager; 32 years experience

Office personnel includes Brenda Moore and Nicole Moore. Brenda has been in the business since 1987, she is the lead contact for invoicing and accounts receivable. Brenda and Nicole are an important part of dispatching at John Moore Oil Company, they quickly relay fuel orders to the correct driver in order to achieve the most efficient and effective delivery.

**Vacations/Sickness/Loss of Employee:**

John Moore Oil Company employs a staff that is committed to the fuel business long term which results in low personnel turnover. JMOC rarely deals with sickness or has the loss of an employee; but to ensure a continued high level of customer satisfaction JMOC has a policy that allows only 1 employee to take vacation at a time.

**Customer Referrals:**

- 1) City of Blue Springs
  - a. Provide tank wagon and transport services for delivery of Unleaded and Diesel fuels.
  - b. Provided service for 40 plus years.
  - c. Contact: Michelle Huie, [mhuie@bluespringsgov.com](mailto:mhuie@bluespringsgov.com) 816-228-0195
- 2) Suburban Lawn and Garden
  - a. Provide timely and efficient tank wagon service to 7 different locations which includes 13 fuel tanks.
  - b. Provided service for 16 years and approximately 200,000 gallons per year
  - c. Contact: Dennis-shop manager/orders fuel for all locations 816-550-7053  
[suburbanlawngarden@hotmail.com](mailto:suburbanlawngarden@hotmail.com)
- 3) City of Kansas City
  - a. Provide tank wagon service for the City of Kansas City, Jackson County, Little Blue Valley Sewer District, City of Independence, Kansas City International Airport, and The Downtown Airport
  - b. Agreed to a 4 year contract in May of 2015 with the potential of contract expanding to 8 years if customer is satisfied. Approximately 450,000 gallons per year.
  - c. Contact: Tina Perrault, [Tina.Perrault@kcmo.org](mailto:Tina.Perrault@kcmo.org) 816-513-4806

**APPENDIX D  
DELIVERY PERSONNEL AND EQUIPMENT**

Per Section 3.13 Delivery Personnel and Equipment, Supplier shall provide a description of personnel and a list of equipment to be utilized in performance of the Bid requirements and specifications.

**NOTE: DELIVERY TIMES ARE FROM 7:00 A.M. TO 3:30 P.M. LOCAL TIME**

Describe personnel and equipment that will be used to provide delivered products for meeting the City's requirements.

Owned equipment to be used to deliver bulk transfer products: provide detailed list of equipment, compartment sizes and load limitations per truck, and parking location(s).

Describe your business/firm employed delivery driver training and safety program to include frequency (weekly, monthly, yearly), and required qualifications.

Describe equipment that would be used to deliver packaged products, to include ability to off-load products, operating schedule, and any restrictions or limitations.

**\*\*SEE ATTACHED**

John Moore Oil Company

Respondent

Josh Moore

Signature

08/14/2015

Date

## Appendix D

### Delivery Personnel and Equipment:

It is likely that all four truck drivers will deliver fuel to the City of Lee's Summit at some point. Slade Uptegrove is an excellent driver who provides great customer service; and although there is a possibility that Slade will deliver to the City of Lee's Summit, Slade's main focus is handling the branch location in Warrensburg, MO. Based on driver routes Jake Moore will be the primary driver to deliver fuel to the City of Lee's Summit. Jeff and Josh will deliver the majority of the remaining fuel.

### Owned Equipment:

Year of trucks, model, tank size, and compartment sizes.

2008 Peterbilt, Model 367 w/ 4000 gallon tank 2000/1000/500/500

2007 Freightliner Model M2112 Business Class w/ 4500 gallon tank 1000/1000/1000/1000/500

2007 Freightliner Model M2112 Business Class w/ 4200 gallon tank 1000/1000/1000/700/500

1996 Kenworth Model T800B w/ 4500 gallon tank 1000/1000/1000/1000/500

1993 Kenworth Model T800 w/ 4400 gallon tank 2000/1000/800/600

1991 Freightliner Model FLD12042 w/ 3600 gallon tank 500/1000/1100/1000

All meters were last calibrated in June of 2015.

All equipment is parked in Blue Springs, MO at 201 NW 12<sup>th</sup> Street Blue Springs, MO 64013.

### Driver Training/Safety Program:

John Moore Oil Company uses quarterly and annual safety training provided by our insurance supplier which encompasses safe driving, injury prevention, and hazardous materials safety. Drivers are required to stay up to date on written tests and driving tests in order to obtain and keep CDL. Drivers are also given random drug tests to ensure quality drivers are behind the wheel.

Drivers are trained to properly mix additives with fuel in compliance with section 6.2. Drivers are also trained to handle spills and each truck carries a spill kit in accordance with section 3.3.10.7.

### Delivery Equipment:

John Moore Oil Company uses dual pumping systems. One pump for gasoline and one pump for diesel products to ensure product quality. Each pump has a separate meter checked and approved annually by the state of Missouri. All tank compartments have double bulkheads and are tested annually for leaks to ensure safe delivery.

**APPENDIX E**  
**DELIVERY OF SPECIFIED GOODS AND SERVICES APPROACH**

Per section 3.14 DELIVERY OF SPECIFIED GOODS AND SERVICES APPROACH, supplier shall provide how they propose to provide the required goods and services and demonstrate their understanding of the bid specifications and requirements.

Discuss your understanding of the bid specifications and requirements.

Highlight unique services and management tools and indicate the benefits of them to the City. What makes your business/firm better than the competition?

Describe your Quality Assurance Plan.

State approximate date your business/firm is available to begin work if awarded a contract.

Discuss your transition plan to begin providing services.

**\*\*SEE ATTACHED**

John Moore Oil Company  
Respondent

Josh Moore  
Signature

08/14/2015  
Date

## **Appendix E**

### **Delivery of Goods and Services:**

John Moore Oil Company understands the magnitude of the bid specifications and the requirements it entails. We understand how vital it is for the City of Lee's Summit to receive their fuel in a timely manner. John Moore Oil Company has excelled at customer service for nearly 40 years, and continues to realize the importance of that aspect three generations later.

### **Unique Services/Management Tools:**

John Moore Oil Company's biggest competitive advantage is the same one we've had for almost 40 years, and that is our customer service. Another tremendous advantage is our location. We do not have to wait in line at the pipeline which means faster delivery and a more cost effective bid for the City of Lee's Summit. With our bulk plant in Blue Springs, John Moore Oil Company is on average 2.5 times closer to Lee's Summit than the competition, which will have to load fuel from the pipeline in Fairfax, KS.

### **Quality Assurance:**

Quality Assurance begins with properly maintaining equipment, as well as making sure drivers are properly trained. This ensures that our trucks are up to the highest possible standard and our drivers provide a professional delivery every time. Fuel quality from the pipeline is tested monthly by Frazier Oil Company and results will be passed on to John Moore Oil Company and made available to The City of Lee's Summit when requested. Fuel quality at John Moore Oil Companies bulk plant is monitored by a veeder root system that alerts us if water or sediment enters the fuel supply. If there is a problem with fuel quality please notify JMOC as soon as possible and we will act immediately and work together with The City of Lee's Summit to come to a quick and correct solution.

### **Start Date:**

If awarded the bid, John Moore Oil Company would be ready to start hauling fuel to the City of Lee's Summit on September 1<sup>st</sup>.

### **Transition Plan:**

If awarded the bid John Moore Oil Company would begin by completing any other necessary paperwork to get set up with the City of Lee's Summit. If the City of Lee's Summit feels it is necessary a key employee would personally visit each location and tank installation to become familiar with each location. Once one person is familiarized with locations thru the use of pictures and maps, they could then pass on pertinent information to the other truck drivers to ensure proper delivery. John Moore Oil Company understands the scope and depth of this bid and realizes how critical it is to take care of the City of Lee's Summit in the best way possible; therefore allowing the City of Lee's Summit to provide their services which are highly depended on by the entire city.

**APPENDIX F  
SPECIAL INSTRUCTIONS, SPECIFICATIONS AND TESTING**

Per section 5.0 SPECIAL INSTRUCTIONS, SPECIFICATIONS AND TESTING, supplier shall acknowledge by signifying with a "Yes" or No" response to the following bid specifications.

Will all fuel supplied meet or exceed specifications as set forth by the Federal Department of Transportation and will comply with State Maximum lead specifications and with current ASTM D439, ASTM D975 and ASTM SD976?

Yes  No

Will the Ethanol blended fuel meet or exceed specifications as set forth by the Federal Department of Transportation and will comply with State and Federal maximum Specifications and with current ASTM D5798 (E85) and ASTM D4806 (E10)?.

Yes  No

John Moore Oil Company

Respondent

*Josh Moore*

Signature

08/14/2015

Date

**INSURANCE REQUIREMENTS:**

**CERTIFICATE OF INSURANCE:** The Contractor shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Contractor shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Contractor's bid.

**NOTICE OF CLAIM:** The Contractor shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

**INDUSTRY RATING:** The City will only accept coverage from an insurance carrier who offers proof that it:

- Is licensed to do business in the State of Missouri;
  - Carries a Best's policyholder rating of "A" or better;
  - Carries at least a Class VII financial rating.
- OR
- Is a company mutually agreed upon by the City and the Contractor.

**SUB-CONTRACTOR'S INSURANCE:** If any part of the contract is to be sublet, the Contractor shall either:

- Cover all sub-contractors in the Contractor's liability insurance policy or,

Require each sub-contractor not so covered to secure insurance in the minimum amounts required of the Contractor and submit such certificates to the City as outlined herein.

**SELF-INSURED RETENTIONS/DEDUCTIBLES:** Any Contractor that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City, such amounts shall be the sole responsibility of the Contractor. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Contractor for such assumed limits.

**COMMERCIAL GENERAL LIABILITY POLICY:**

Limits:

Each occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
General Aggregate	\$1,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

**AUTOMOBILE LIABILITY:** Policy shall protect the Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

- Any Auto
- OR
- All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:	\$500,000
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City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

**WORKERS' COMPENSATION:** This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$100,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$100,000 Each Employee

**GENERAL INSURANCE PROVISIONS:**

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Contractor nor has the City assessed the risk that may be applicable to the Contractor.
- 2) The Contractor's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Contractor.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Contractor with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverage's and identifying the City of Lee's Summit as an "additional insured" on the general liability policy. This inclusion shall not make the City a partner or joint venture with the contractor in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

**INSURANCE REQUIREMENTS FOR TANK LEASING:** The successful contractor is required to maintain a current Certificate of Insurance per the Insurance Requirements listed herein throughout the entire contract period until the time the tanks are removed.

All leased tanks provided by the successful contractor shall conform to current U.S. Environmental Protection Agency and Missouri Department of Natural Resources environmental laws and regulations concerning spill containment. Leased tanks and installation shall also meet all State and Local Codes for the City of Lee's Summit (including the 2006 International Fire Code).

Direct physical damage to the three (3) leased fuel tanks, to the extent not caused by the negligence of the City of Lee's Summit, and excluding normal wear and tear, will remain the responsibility of the successful contractor. The contractor may, at its own expense, insure the tanks at all times and against all hazards including but not limited to: fire, theft and extended coverage insurance. No such loss, damage, theft or other destruction of the tanks, in whole or in part, shall impair the obligations of the contractor under this Agreement, all of which shall continue in full force and effect.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit  
220 S.E. Green Street  
Lee's Summit, MO 64063 -2358

**GENERAL TERMS AND CONDITIONS**  
**GENERAL INSTRUCTIONS CONCERNING IFB's/BID's**

1. **AWARD.** The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
  - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
  - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
  - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
  - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
  - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
  - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
  - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
  - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
  - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
  - J Specification sheets **MUST** be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
5. **SUBMISSION OF BIDS.**
  - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the Invitation for Bid, before the open date and time.
  - B Emailed or faxed bids will not be considered unless authorized by the invitation.
  - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
  - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
  - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/ solicitation official opening date and time specified.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
9. **BONDS.** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
  - A **BID DEPOSITS (BONDS).**

Bid Deposit Not Required .

Bid Deposit Required  as stipulated in the "Invitation for Bid".

Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):

    - (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
    - (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
    - (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.
  - B **PERFORMANCE BONDS.**

Performance Bond Not Required .

Performance Bond Required  as stipulated in the "Invitation to Bid".

Note the following:

    - (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.

- (2) Date of bonds shall be the same as the date of City's execution of the contract.
  - (3) Performance Bond shall be in the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
  - (4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
  - (5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.
10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.
11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.
13. **AWARD OF CONTRACT.**
- A **BASIS OF AWARD.**
- (1) Only firm bids will be considered.
  - (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
  - (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
  - (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.
- B **EVALUATION OF BIDS.**
- (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
  - (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
  - (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
  - (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.
- C **NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.
14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and date for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.
16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.
17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.
18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

**CONTRACTUAL REQUIREMENTS.****GENERAL CONTRACTUAL REQUIREMENTS.****1. DEFINITIONS.**

- A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
  - B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
  - C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
  - D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
  - E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
  - F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
  - G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
  - H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.
2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.
3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.
4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.

5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
7. **GENERAL GUARANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
20. **INDEMNITY AND HOLD HARMLESS.** Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, his sub-contractors, employees or agents, and arising out of services performed by Contractor, his subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
21. **SUB-CONTRACTS.**
  - A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
  - B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
  - C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
  - D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.
22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one of the following four (4) methods will be employed. The method applicable to this contract will be checked below:
- A  The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - B  The contract shall consist of a **YEARLY CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - C  The contract shall consist of a **ONE-TIME CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - D  Five copies of the Contract.
    - (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
    - (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
    - (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.
26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 38 below.
27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
28. **DOMESTIC PRODUCTS.** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c). and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. **FUND ALLOCATION.** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
- NOTE TO BIDDERS:** THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.
35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as related in the "Invitation to Bid"
- A **Wage Rate Stipulation** - State of Missouri. If required by the "Invitation to Bid"
  - B **Wage Rate Determination** - Federal. If required by the "Invitation to Bid"
- The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.
37. **BUILDING REGULATION, PERMITS AND LAW.**
- A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.
  - B Satisfy all current and applicable local codes, ordinances and licensing requirements.
38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.

**39. CHANGES IN THE WORK.**

- A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
- B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

**40. TIMING.**

- A **Time to Commence Work:** Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
- B **Time Starts to Run:** The Contract Time shall start to run on the date stated in the Notice to Proceed.
- C **Time of Contract:** Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
- D **Excusable Delays:** The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
- (1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
  - (2) To any acts of the City.
  - (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
  - (4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.

**41. PAYMENTS.**

- A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
- B Engineer's Pay Estimates:
- (1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
  - (2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.
  - (3) Engineer may refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.

42. **CONTRACTOR'S CERTIFICATE AND RELEASE** (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.

43. **SURPLUS MATERIALS.** The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.

**44. ACCIDENT PREVENTION.**

- A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.
- B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

45. **CONFLICTS.** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 - 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

46. **Davis Bacon Act:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

# Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 22

Section 048

JACKSON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

John E. Lindsey, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2015

Last Date Objections May Be Filed: April 9, 2015

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$35.24	52	53	\$24.48
Boilermaker			\$33.36	57	7	\$27.95
Bricklayer and Stone Mason	6/15		\$34.06	58	39	\$18.07
Carpenter	6/15		\$36.55	63	68	\$15.55
Cement Mason			\$31.24	65	4	\$17.79
Communication Technician			\$33.66	47	72	\$16.26 + 10%
Electrician (Inside Wireman)			\$36.14	13	72	\$16.26 + 10%
Electrician (Outside-Line Construction/Lineman)			\$39.95	125	65	\$5.00 + 34.5%
Lineman Operator			\$37.27	125	66	\$5.00 + 34.5%
Groundman			\$26.47	125	65	\$5.00 + 34.5%
Elevator Constructor	6/15	a	\$43.620	26	54	\$29.956
Glazier			\$30.97	88	32	\$16.63
Ironworker	6/15		\$31.25	50	4	\$27.90
Laborer (Building):						
General	6/15		\$26.70	30	4	\$15.15
First Semi-Skilled	6/15		\$27.10	30	4	\$15.15
Second Semi-Skilled	6/15		\$27.50	30	4	\$15.15
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$34.32	46	67	\$15.55
Marble Mason			\$33.78	25	4	\$14.88
Marble Finisher			\$23.78	25	4	\$9.18
Millwright			USE CARPENTER RATE			
Operating Engineer						
Group I	6/15		\$37.85	85	4	\$15.56
Group II	6/15		\$37.04	85	4	\$15.56
Group III	6/15		\$31.49	85	4	\$15.56
Group III-A	6/15		\$35.70	85	4	\$15.56
Group IV						
Group V	6/15		\$33.09	85	4	\$15.56
Painter			\$28.13	37	4	\$15.42
Pipe Fitter			\$41.83	2	33	\$19.32
Plasterer			\$31.18	68	4	\$15.57
Plumber	6/15		\$41.64	45	33	\$20.34
Pile Driver			USE CARPENTER RATE			
Roofer \ Waterproofer	6/15		\$32.55	95	2	\$16.24
Sheet Metal Worker			\$39.28	17	22	\$19.40
Sprinkler Fitter - Fire Protection			\$34.36	14	4	\$18.77
Terrazzo Worker			\$33.78	25	4	\$14.88
Terrazzo Finisher			\$23.78	25	4	\$9.18
Tile Setter			\$33.78	25	4	\$14.88
Tile Finisher			\$23.78	25	4	\$9.18
Traffic Control Service Driver			\$15.35	48	49	\$2.71
Truck Driver-Teamster						
Group I			\$30.09	100	4	\$10.90
Group II			\$30.09	100	4	\$10.90
Group III			\$30.29	100	4	\$10.90
Group IV			\$30.29	100	4	\$10.90

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase



**JACKSON COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 2:** Means the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

**NO. 13:** Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

**NO. 14:** Means eight (8) hours per day shall constitute a day's work. The regular starting time shall be 8:00 a.m., and the regular quitting time shall be 4:30 p.m.; lunch time shall be twelve (12) o'clock noon to 12:30 p.m. The regular starting time may, by mutual consent of employees on the job site, and the employer, be between 7:00 a.m. and 9:00 a.m. with appropriate adjustments made to the regular quitting time and lunch time. All time worked before the regular starting time and after the regular quitting time, Monday through Friday, shall be paid at the rate of time and one-half (1½). Four (4) days at ten (10) hours a day may be worked at straight time. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half (1½). All work commencing with the beginning of the established work day on Sundays and/or Holidays shall be paid at the rate of double (2) time.

**JACKSON COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**NO. 17:** Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor beginning on Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Working hours may be varied by two (2) hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour day's overtime will be paid at the time and one-half (1½) rate for the eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) hour, all other work will be paid at the double (2) time rate of pay. The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours on Saturday shall be at time and one-half (1½) for all work. All other overtime shall be at double (2) time. The first two (2) hours of overtime must be concurrent with the regular work day, two (2) hours prior to or following the regular work day are at time and one-half (1½). The regular workday (as previously defined) on Saturday is paid at time and one-half (1½). Work performed outside of the regular Saturday work day is at double (2) time. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

**NO. 25:** Means regular working hours of eight (8) hours shall constitute a working day between the hours of 8:00 a.m. to 4:30 p.m. in a forty (40) hour working week of Monday through Friday. Employment on Saturday, Sunday and legal holidays, and employment before or after the regular working hours shall be considered overtime. Employment on Saturday, Sunday and legal holidays shall be paid for at twice (2) the regular hourly rate. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice (2) the regular hourly rate.

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day, workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**NO. 30:** Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 A.M., except when the work week is scheduled as a week with starting time advanced or delayed. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not to include holidays) because of events out of the control of the contractor, then that missed work day may be made up at straight time the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after the forty (40) hours in a week must be paid at time and one-half (1½). Saturday make-up day shall not be used to make up for time lost due to recognized holidays. The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). If using a 4-10's schedule, a Friday make-up day is allowed. If using a 4 (10) schedule, any work more than ten (10) hours in a day or forty (40) hours in a work week shall be paid at the time and one-half (1½) rate. Friday make-up day shall not be used to make up for time lost due to recognized holidays. All work performed on Sundays or holidays shall be paid at the double (2) time rate.

**JACKSON COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**NO. 37:** The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

**NO. 45:** Means eight (8) hours shall constitute a day's work, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work week shall be forty (40) hours, beginning Monday, 8:00 a.m. and ending at 4:30 p.m. Friday. Because of traffic, parking and other circumstances, the hours of work on any project may begin as early as 6:00 a.m. with eight (8) hours worked between 6:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. All overtime Monday through Saturday shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and recognized holidays shall be paid at double (2) time. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. The hourly rate for second shift (seven and one-half hours worked for eight hours paid) shall be twenty-five cents (\$0.25) over and above the hourly rate. The hourly rate for third shift (seven hours worked, eight hours paid) shall be fifty cents (\$0.50) above the hourly rate. If no first shift is worked, second and third shift employees shall receive an additional fifteen percent (15%) over and above the hourly rate for actual hours worked.

**NO. 46:** Means the regular work day shall be eight (8) hours from 6:00 a.m. to 6:30 p.m. Starting time may be between 6:00 a.m. and 10:00 a.m. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 10:00 a.m. on Monday and ending between 2:30 p.m. and 6:30 p.m. on Friday. All hours in excess of the regular work day and work week shall be considered overtime. Overtime on days recognized as regular work days and on Saturday shall be paid for at the rate of time and one-half (1½) the regular rate. Sunday and recognized holidays shall be paid for at the rate of double time (2) for time worked. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time rate of pay. The 4-10's must run for a period of at least four (4) days.

**NO 47:** Means a regular workday shall consist of eight (8) hours between 6:00 a.m. and 6:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday or Tuesday through Saturday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. The Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

**JACKSON COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**NO. 48:** Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

**NO. 50:** Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

**NO. 52:** Means the regular workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The regular workday shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending no later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m. The option exists for the employer to use a four (4) day, ten (10) hour work week. Days worked shall be Monday through Thursday or Tuesday through Friday. If the job requires men on duty all five (5) days, then part of the crew may work the first four (4) days and the remainder of the crew may work the last four (4) days. Hours each day shall be from 7:00 a.m. to 5:30 p.m. Interested parties on the project must agree to this clause before it may be used. Once this clause has been put into effect, it shall remain as long as the majority of the Employees on the project and the Employer agree to keep it. The four (4) day clause shall not be used to circumvent a Holiday. Except as otherwise provided, all work performed outside the regular working hours and performed during the regular work week (Monday through Friday) shall be at the following rates of pay:

Holidays-New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day (or days observed as such) shall be recognized as Holidays that shall be paid at two (2) times the regular rate of pay.

Labor Day-No work shall be performed on Labor Day except in special cases of emergency. Rate of pay shall be at three (3) times the regular rate of pay.

Overtime-Work performed outside of the regular work day (the regular work day shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending not later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m., by mutual consent of the interested party's.), shall be:

- A. Hours worked Monday through Friday, the first two (2) hours of overtime will be paid at time and one-half (1½). All other overtime will be paid at the double (2) time rate.
- B. The first ten (10) hours worked on Saturday will be paid at time and one-half (1½), with all other hours to be paid at the double (2) time rate.
- C. Sundays and Holidays (except Labor Day) shall be paid at the double (2) time rate.

**JACKSON COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**NO. 58:** Means eight (8) consecutive hours, between 6:00 a.m. and 5:30 p.m., shall constitute a day's work. Five (5) days work, Monday through Friday, shall constitute a normal work week. Work performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid for the rate of time and one-half (1½). When Sundays and recognized holidays are worked, the worker(s) shall be paid at the rate of double (2) time. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule at straight time. A Friday make-up day is available if time is lost due to inclement weather and at least sixteen (16) hours, but not more than thirty (30) hours, were worked during the week.

**NO. 63:** Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

**NO. 65:** Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

**JACKSON COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**NO. 88:** Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half and five hours after starting time. The starting time may be advanced or delayed by the employer up to one hour from the regular starting time. All work performed before the advance starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or holidays shall be paid at the double (2) time rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate, except as hereinafter described. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the Saturday in the week of the pay period. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

**NO. 85:** Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

**NO. 88:** Means the regular work week shall consist of five (5) eight (8) hour days, 7:00 a.m. to 3:30 p.m., Monday through Friday, except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below. The starting time may be advanced or delayed by one hour on either side of 7:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. The Employer may establish a work week consisting of four (4) days, during the regular work week, each day consisting of ten (10) hours at straight time. The 4-10's must run for a period of at least four (4) days. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday (or ten hours in a 4-10's week), the first eight (8) hours of a Saturday, and it shall be at time and one-half (1½) for the Friday and Saturday following Thanksgiving. Double (2) time shall be paid for the following time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, as well as any work in excess of eight (8) hours on a Saturday and the Saturday of a three-day weekend (except the Saturday following Thanksgiving).

**NO. 95:** Means a regular workday shall consist of eight and one-half (8½) hours elapsed time, including one-half hour for lunch. The crew starting times shall be flexible within the period of daylight to 8:00 a.m. Any work performed over ten (10) hours of elapsed time per day including one-half hour for lunch and/or any work performed over forty (40) hours at the straight time rate in one week shall be paid at time and one-half (1½) the straight time rate. Saturday shall be a voluntary make-up day at straight time at the discretion of the contractor and with the consent of the employees. Sunday and recognized holidays shall be paid for at double (2) time.

**JACKSON COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**NO. 100:** Means eight (8) hours shall constitute a day's work, and five (5) continuous eight-hour days shall constitute a week's work, Monday through Friday. Time and one-half (1½) the regular hourly rate shall be paid for all work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week. Starting time shall be between 6:00 a.m. and 9:00 a.m. All work over eight (8) hours in a regular 5-day 8-hour schedule shall be at the appropriate overtime rate. All time worked before the regular scheduled starting time shall be paid for at the rate of time and one-half (1½) and shall not apply to regular shift. All time worked after eight (8) hours in any one day or after 5:30 p.m., whichever comes first, shall be paid at the time and one-half (1½) rate. An Employer, at his option, may elect to work four (4) ten (10) hour days, Monday through Thursday, at straight time. All such work must be done at least one week in duration. All work over ten (10) hours in one day or forty (40) hours in a week shall be at the overtime rate. Any employee who is scheduled to work on any regular work day but is prevented from working because of weather conditions, shall be permitted to work on Saturday (Friday if working 4-10's) as a make-up day at the straight time rate of pay. When an employee is required to work on any recognized holiday they shall receive the double (2) time rate for all time that they are required to perform work. All time worked from 12:00 Midnight Saturday to 12:00 Midnight Sunday shall be paid for at the rate of double (2) time on single shift.

**NO. 125:** Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

**JACKSON COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 2:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

**NO. 4:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 22:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid at the double (2) time rate of pay.

**NO. 32:** All work performed for the Friday and Saturday following Thanksgiving shall be paid at the time and one-half (1½) rate of pay. All work performed on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be observed and when one of the above holidays falls on Saturday, the preceding Friday shall be observed.

**NO. 33:** All work done on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Labor Day shall be paid at the triple (3) time rate of pay. If the holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed.

**NO. 39:** No work shall be done on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. Any of these holidays falling on Sunday, the following Monday shall be a holiday, and any of these holidays falling on Saturday, the preceding Friday shall be a holiday.

**NO. 49:** The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

**NO. 53:** All work done on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day or days observed as such for these holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except in special cases of emergency, and then the rate of pay shall be at three (3) times the regular rate of pay. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

**NO. 54:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**JACKSON COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 65:** Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

**NO. 67:** All work performed on New Year's Day, Memorial Day, Christmas Day, Fourth of July and Thanksgiving Day, from midnight to midnight, shall be paid for at the rate of double time (2) the basic rate of pay if required to work in addition to any other pay otherwise required hereunder as holiday pay. Positively no work shall be performed on Labor Day. Martin Luther King's Birthday, Veteran's Day, and the day after Thanksgiving Day shall be considered optional holidays, and if the Employer and employees agree that work will be performed on that day, no premium pay will be required. Should any of the above holidays fall on Saturday, the holiday will be observed on Friday. Should any of the above holidays fall on Sunday, the holiday will be observed on Monday.

**NO. 68:** All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

**NO. 72:** All work performed on New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular straight time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the regular straight time rate of pay, if worked. Any one of the above listed holidays falling on Saturday shall be observed on the prior Friday and paid for at double (2) the regular straight time rate of pay, if worked. No work shall be performed on Labor Day except in case of emergency.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	\$36.55	1	17	\$15.55
Cement Mason		\$30.57	3	2	\$15.80
Electrician (Outside-Line Construction)\Lineman		\$39.95	18	24	\$5.00 + 34.5%
Lineman Operator		\$37.27	18	24	\$5.00 + 34.5%
Lineman - Tree Trimmer		\$20.90	31	30	\$8.01 + 23.5%
Groundman		\$26.47	18	24	\$5.00 + 34.5%
Groundman - Tree Trimmer		\$16.90	31	30	\$6.01 + 23.5%
Laborer					
General Laborer	6/15	\$28.54	3	2	\$14.57
Skilled Laborer	6/15	\$29.75	3	2	\$14.57
Millwright	6/15	\$36.55	1	17	\$15.55
Operating Engineer					
Group I	6/15	\$35.23	3	2	\$15.53
Group II	6/15	\$34.19	3	2	\$15.53
Group III	6/15	\$34.19	3	2	\$15.53
Group IV	6/15	\$29.72	3	2	\$15.53
Oiler-Driver	6/15	\$33.07	3	2	\$15.53
Pile Driver	6/15	\$36.55	1	17	\$15.55
Traffic Control Service Driver		\$15.35	27	26	\$2.71
Truck Driver-Teamster					
Group I		\$29.74	3	2	\$13.30
Group II		\$29.74	3	2	\$13.30
Group III		\$29.74	3	2	\$13.30
Group IV		\$29.74	3	2	\$13.30

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**JACKSON COUNTY  
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 1:** Means (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

**NO. 3:** Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day or forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays. Double (2) time shall be paid for work performed on Sundays or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or Holiday work. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevents work, in which event, the starting time may be delayed, but not later than 12:00 noon. Where one of the recognized holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

**NO: 18:** Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

**NO. 27:** Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

**NO. 31:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

**JACKSON COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 2:** All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day, or days observed as such, and Sundays shall be paid at the rate of time and one-half (1½). Double (2) time shall be paid for work on Sundays or recognized holidays when and only if other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. No work shall be performed on Labor Day, except in case of jeopardy of life or property. This rule is applied to protect Labor Day. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. Where one of the specified holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

**NO. 17:** All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

**NO. 24:** Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

**NO. 26:** The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

**NO. 30:** All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.



**DIVISION OF  
LABOR  
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
DIVISION OF LABOR STANDARDS

**AFFIDAVIT  
COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, \_\_\_\_\_, upon being duly sworn upon my oath state that: (1) I am the  
*(Name)*  
\_\_\_\_\_ of \_\_\_\_\_; (2) all requirements of  
*(Title)* *(Name of Company)*  
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects  
have been fully satisfied with regard to this company's work on \_\_\_\_\_;  
*(Name of Project)*

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably paid to a trustee or to a third party pursuant to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; (8) when in effect, the requirements of §§ 290.550 through 290.580, RSMo, pertaining to excessive unemployment were fully satisfied; and (9) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. \_\_\_\_\_ Section \_\_\_\_\_ issued by the Missouri Division of Labor Standards and applicable to this project located in \_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_\_ day of \_\_\_\_\_.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Receipt by Authorized Public Representative



**DIVISION OF LABOR STANDARDS**  
 MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
**CONTRACTOR PAYROLL RECORDS**  
 (See Sections 290.210 to 290.340, RSMo and 8 CSR 30-3.010 to 8 CSR 30-3.060)

Name of <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor Address of Contractor or Subcontractor: City: _____ State: _____ ZIP: _____ Phone Number: ( ) - _____	
Name of Public Body Address of Public Body: City: _____ State: _____ ZIP: _____ Phone Number: ( ) - _____	
Payroll No.	For Week Ending / / AWO Project and Location
1. Name and Address of Employee	2. Occupational Title ***
	3. Day and Date Hours Worked Each Day
4. Total Hours	
5. Hourly Rate + Cash Fringe	
6. Gross Amt Project Week	
7. Deductions	
8. Net Wages Paid for Week	

\*\*\* If a worker performs work in more than one occupational title, you must separately list the hours worked per occupational title and wage rates. \*\*\*



Date: \_\_\_\_\_, \_\_\_\_\_ (Name of Signatory Party), \_\_\_\_\_ (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ (Contractor or Subcontractor) on the \_\_\_\_\_ (Building or Work); that during the payroll period commencing seven (7) days prior to the week ending date of \_\_\_\_\_ all persons employed on said project have been paid the full weekly wages stated above, that no rebates have been or will be made either directly or indirectly to or on behalf of either directly or indirectly from the full wages earned by any person, other than legally permissible deductions, that full and accurate records clearly indicating the names, occupations, and crafts of every worker employed by them in connection with the public work together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed and deduction made for each worker have been prepared, that these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage order incorporated into the contract; that the occupational title set forth herein for each laborer or mechanic conform with the work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Office of Apprenticeship (OA), U.S. Department of Labor (USDOL), or if no such recognized agency exists in a state, are registered with the OA, USDOL.

Signature
_____
Name and Title
_____

The falsification of any of the above statements may subject the contractor or subcontractor to criminal prosecution. See Sections 290.340, 570.090, 575.050, and 575.060, RSMo.

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.

## Sample Invoices

Attached are two sample invoices. The gallons and prices on both invoices are not correct for the date listed on the invoice, they are random numbers just to give an idea of what a completed invoice would look like.

Invoice number 6504 is what John Moore Oil Company invoices look like on a day to day basis. CODE 3 signifies Unleaded and CODE 9 signifies Highway Diesel. There is also room for Off Road Diesel on the same invoice if necessary. The PRICE is the total charge per gallon with all fees figured in except state and federal taxes. Therefore PRICE would include MUST fee, LUST fee, MO inspection fee, KS inspection fee, Fed oil spill fee, any additives, and margin above rack cost. Due to the fact that the fees are constant we choose to total them into the PRICE. For instance, when invoicing the City of Lee's Summit the PRICE + TAX when receiving any unleaded product would be \$.31101(per Revised attachment I) over that days rack price, and the highway diesel PRICE + TAX would be \$.31120(per Revised attachment I) over that days rack price.

Invoice number 0079800 is a sample of what an invoice could look like if required. Again, the gallons and price are not accurate. This invoice has been cut and pasted together and would require a little bit of set up with our computer technician, but can be done. We would prefer to invoice the City of Lee's Summit the same way we invoice our other customers as shown in invoice # 6504; but we are willing to do what is necessary to do business with the City of Lee's Summit.