

**CITY OF GRAIN VALLEY BOARD OF ALDERMEN
REGULAR MEETING AGENDA**

MAY 14, 2018

7:00 P.M.

OPEN TO THE PUBLIC

LOCATED IN THE COUNCIL CHAMBERS OF CITY HALL
711 MAIN STREET – GRAIN VALLEY, MISSOURI

ITEM I: CALL TO ORDER

- Mayor Mike Todd

ITEM II: ROLL CALL

- City Clerk Theresa Osenbaugh

ITEM III: INVOCATION

- Darryl Jones of Crossroads Church

ITEM IV: PLEDGE OF ALLEGIANCE

- Alderman Chris Bamman

ITEM V: APPROVAL OF AGENDA

- City Administrator Ryan Hunt

ITEM VI: PROCLAMATIONS

- None

ITEM VII: CITIZEN PARTICIPATION

- Citizens are Asked to Please Limit Their Comments to Two (2) Minutes

ITEM VIII: PREVIOUS CONSENT AGENDA

- April 12, 2018 – Board of Aldermen Special Meeting Minutes
- April 23, 2018 – Board of Aldermen Regular Meeting Minutes
- April 30, 2018 – Board of Aldermen Special Meeting Minutes
- April, 2018 – Court Report
- May 15th, 2018 – Accounts Payable

ITEM IX: PREVIOUS BUSINESS

- None



ITEM X: NEW BUSINESS

- Sergeant Promotion- William Stratton

ITEM XI: PRESENTATIONS

- None

ITEM XII: PUBLIC HEARING

- None

ITEM XIII: ORDINANCES

ITEM XIII (A) An Ordinance Amending Chapter 700 of the Code of Ordinances of the City of Grain Valley, Missouri, Pertaining to the Banning of Lead in the Public Drinking Water System

B18-08

1ST READ

*Introduced by
Alderman
Nancy Totton*

To provide safety measures which protect residents from lead contamination

ITEM XIV: RESOLUTIONS

ITEM XIV (A) A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into an Agreement with Springsted, Inc. for a Classification, Compensation and Benefit Study

R18-20

*Introduced by
Alderman
Yolanda West*

To approve an agreement with Springsted, Inc. to provide job classification, compensation and benefit study services

ITEM XIV (B) A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Enter Into an Agreement with Earl Madison Company LLC For Abatement Services

R18-21

*Introduced by
Alderman Bob
Headley*

To provide a high level of service to the residents, business owners and visitors of Grain Valley by maintaining un-kept properties in the community

ITEM XIV (C) A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Enter Into an Agreement with Netstandard for Information Technology Management Services

R18-22

*Introduced by
Alderman Jeff
Coleman*

To provide management, support and security to the City's network



**ITEM XIV (D) A Resolution by the Board of Aldermen of the City of Grain Valley
R18-23 Authorizing the Installation of a Street Light Near 209 Valley
Drive**

*Introduced by
Alderman*

Nancy Totton

To provide lighting of the road and community safety

**ITEM XIV (E) A Resolution by the Board of Aldermen of the City of Grain
R18-24 Valley, Missouri Appointing Justin Tyson to the Grain Valley
Planning and Zoning Commission for a Two Year Term**

*Introduced by
Alderman Jayci*

Stratton

To appoint Justin Tyson to the Planning & Zoning Commission

**ITEM XIV (F) A Resolution by the Board of Aldermen of the City of Grain
R18-25 Valley, Missouri Appointing Shea Bass to the Grain Valley
Planning and Zoning Commission for a Two Year Term**

*Introduced by
Alderman Jayci*

Stratton

To appoint Shea Bass to the Planning & Zoning Commission

ITEM XV: CITY ATTORNEY REPORT

- City Attorney

ITEM XVI: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ryan Hunt
- Assistant City Administrator Ken Murphy
- Parks & Recreation Director Shannon Davies
- Community Development Director Rick Arroyo
- Finance Director Cathy Bowden
- Chief of Police David Starbuck
- City Clerk Theresa Osenbaugh

ITEM XVII: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Chris Bamman
- Alderman Jeff Coleman
- Alderman Bob Headley
- Alderman Jayci Stratton
- Alderman Nancy Totton
- Alderman Yolanda West

ITEM XVIII: MAYOR REPORT

- Mayor Mike Todd



ITEM XIX: EXECUTIVE SESSION

- Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended
- Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo. 1998, as Amended
- Hiring, Firing, Disciplining or Promoting of Employees (personnel issues), Pursuant to Section 610.021(3), RSMo. 1998, as Amended
- Individually Identifiable Personnel Records, Personnel Records, Performance Ratings or Records Pertaining to Employees or Applicants for Employment, Pursuant to Section 610.021(13), RSMo 1998, as Amended

ITEM XX: ADJOURNMENT

PLEASE NOTE

THE NEXT SCHEDULED MEETING OF THE GRAIN VALLEY BOARD OF ALDERMEN IS A REGULAR MEETING ON JUNE 11, 2018 AT 7:00 P.M. THE MEETING WILL BE HELD IN THE COUNCIL CHAMBERS OF THE GRAIN VALLEY CITY HALL

PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE MEETING SHOULD CONTACT THE CITY CLERK AT 816.847.6211 AT LEAST 48 HOURS BEFORE THE MEETING

THE CITY OF GRAIN VALLEY IS INTERESTED IN EFFECTIVE COMMUNICATION FOR ALL PERSONS UPON REQUEST, THE MINUTES FROM THIS MEETING CAN BE MADE AVAILABLE BY CALLING 816.847.6211



Consent

Agenda

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CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
Special Session

04/12/2018
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ITEM I: CALL TO ORDER

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Special Session on April 12, 2018 at 5:30 p.m. in the Council Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Mike Todd

ITEM II: ROLL CALL

- City Clerk Theresa Osenbaugh called roll
- *Present: Arnold, Bamman, Coleman, Headley, Totton*
- *Absent: West*

-QUORUM PRESENT-

ITEM XXI: EXECUTIVE SESSION

- Mayor Todd stated a need to hold an Executive Session for Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo. 1998, as Amended
- *Alderman Coleman moved to close the Regular Meeting for items related to Section 610.021(2) RSMo. 1998, As Amended*
- *The motion was seconded by Alderman Bamman*
 - No Discussion
- *The motion was voted on with the following roll call vote:*
 - *Aye: Arnold, Bamman, Coleman, Headley, Totton*
 - *Nay: None*
 - *Abstain: None*

-MOTION CARRIED: 5-0-

-THE REGULAR MEETING CLOSED AT 5:31 PM

- *Alderman Arnold moved to open the Regular Meeting*
- *The motion was seconded by Alderman Bamman*
 - No Discussion
- *The motion was voted on with the following roll call vote:*
 - *Aye: Arnold, Bamman, Coleman, Headley, Totton,*
 - *Nay: None*
 - *Abstain: None*

-MOTION CARRIED: 5-0-

-THE REGULAR MEETING OPENED AT 6:36 PM

- Alderman Arnold asked City Administrator Hunt to follow up on a theft at the carwash south of the railroad tracks and ensure the owner is contacted

ELECTED OFFICIALS PRESENT
Mayor Mike Todd
Alderman Dale Arnold
Alderman Chris Bamman
Alderman Jeff Coleman
Alderman Bob Headley
Alderman Nancy Totton

ELECTED OFFICIALS ABSENT
Alderman Yolanda West

STAFF OFFICIALS PRESENT
City Administrator Ryan Hunt
City Clerk Theresa Osenbaugh



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BOARD OF ALDERMEN MEETING MINUTES
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ITEM XXII: ADJOURNMENT

- The meeting adjourned at 6:38 p.m.

Minutes submitted by:

Theresa Osenbaugh
City Clerk

Date

Minutes approved by:

Mike Todd
Mayor

Date

ELECTED OFFICIALS PRESENT
Mayor Mike Todd
Alderman Dale Arnold
Alderman Chris Bamman
Alderman Jeff Coleman
Alderman Bob Headley
Alderman Nancy Totton

ELECTED OFFICIALS ABSENT
Alderman Yolanda West

STAFF OFFICIALS PRESENT
City Administrator Ryan Hunt
City Clerk Theresa Osenbaugh



CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
Regular Session

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ITEM I: CALL TO ORDER

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on April 23, 2018 at 7:01 p.m. in the Council Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Mike Todd

ITEM II: ROLL CALL

- City Clerk Theresa Osenbaugh called roll
- *Present: Arnold, Coleman, Headley, Totton, West*
- *Absent: Bamman*

-QUORUM PRESENT-

ITEM III: INVOCATION

- Invocation was given by Darryl Jones

ITEM IV: PLEDGE OF ALLEGIANCE

- The Pledge of Allegiance was led by Alderman West

ITEM V: APPROVAL OF AGENDA

- No Changes

ITEM VI: PROCLAMATIONS

- Mayor Todd announced that the Board of Aldermen will be presenting the Grain Valley High School Royal Talons Dance Team with a proclamation for placing 3rd at the State Competition in the Division 3 Hip Hop category at a later date; the dance team was unable to make the meeting

ITEM VII: CITIZEN PARTICIPATION

- None

ITEM VIII: CONSENT AGENDA

- March 27, 2018 Park Board Meeting Minutes
- April 9, 2018 – Board of Aldermen Regular Meeting Minutes
- April 23, 2018 – Accounts Payable
- *Alderman West made a Motion to Approve Consent Agenda*
- *The Motion was Seconded by Alderman Headley*
 - No Discussion

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Jeff Coleman
Alderman Bob Headley
Alderman Jayci Stratton
Alderman Nancy Totton
Alderman Yolanda West

ELECTED OFFICIALS ABSENT

Alderman Chris Bamman

STAFF OFFICIALS PRESENT

City Attorney Jim Cook
City Administrator Ryan Hunt
Assistant City Administrator Ken Murphy
City Clerk Theresa Osenbaugh
Finance Director Cathy Bowden
Community Development Director Rick Arroyo
Chief of Police David Starbuck



CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
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- *Motion to Approve Consent Agenda was voted on with the following voice vote:*
 - *Aye: Arnold, Coleman, Headley, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-MOTION APPROVED: 5-0-

ITEM IX: PREVIOUS BUSINESS

- None

ITEM X: PRESENTATION

- None

ITEM XI: RESOLUTIONS

Resolution No. R 18-19: A Resolution Authorizing the City Administrator to Provide One Hundred Percent (100%) Health Care Premium Rate Coverage for Each Eligible Employee and Sixty-Five Percent (65%) of Remaining Premium Coverage for Employee Dependents, When Applicable

- City Attorney Jim Cook read **Resolution No. R18-19** by title only
- *Alderman West moved to accept Resolution No. R18-19 as read*
- *The Motion was Seconded by Alderman Arnold*
 - City Administrator Hunt explained this resolution keeps rate of contribution the same for employees and dependents; after a comprehensive compensation study is completed percentages will be revisited; without change to coverage, the City will have an increase of 8-9% in costs for the upcoming year
- *Resolution No. R18-19 was voted upon with the following voice vote:*
 - *Aye: Arnold, Coleman, Headley, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-RESOLUTION NO. R18-19 APPROVED: 5-0-

ITEM XII: ORDINANCES

Bill No. B18-06: An Ordinance Approving the Purchase by the City of Grain Valley, Missouri of Real Property from David L. and Susan J. Nichols and Authorizing the City Administrator to Execute All Necessary Documents Required to Effectuate and Close Said Transaction Including a Budget Amendment to Allow for Purchase

- City Attorney Jim Cook read **Bill No. B18-06** for its first reading by title only

ELECTED OFFICIALS PRESENT	ELECTED OFFICIALS ABSENT	STAFF OFFICIALS PRESENT
Mayor Mike Todd	Alderman Chris Bamman	City Attorney Jim Cook
Alderman Dale Arnold		City Administrator Ryan Hunt
Alderman Jeff Coleman		Assistant City Administrator Ken Murphy
Alderman Bob Headley		City Clerk Theresa Osenbaugh
Alderman Jayci Stratton		Finance Director Cathy Bowden
Alderman Nancy Totton		Community Development Director Rick Arroyo
Alderman Yolanda West		Chief of Police David Starbuck



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- *Alderman Arnold moved to accept first reading of **Bill No. B18-06** bringing it back for a second reading by title only*
- *The Motion was Seconded by Alderman Totton*
 - City Administrator Hunt reminded the Board that the City reached out in March to the broker for the building to find out more information; Board authorized City Administrator Hunt to negotiate an agreement/begin a contract with a 5-0 vote during executive session; purchase is split between general fund, public health and water/sewer reserves; Mr. Hunt provided where the City stands in relation to the GASB 54 policy; the City will still meet these requirements
 - Mayor Todd asked for clarification regarding how much of the cost would come from reserves; funding is shown to be taken from reserves to pay for the building, however, the Board has discretion to use other funds such as what was budgeted to purchase a bucket truck this fiscal year
 - Alderman Headley asked if Mr. Hunt has visited with the Church and the realtor; Mr. Hunt has spoken to Pastor Geiger and is willing to meet with the congregation as well if requested
- ***Bill No. B18-06** was voted upon with the following voice vote:*
 - *Aye: Arnold, Coleman, Headley, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-Bill No. B18-06 Approved for a Second Reading: 5-0

- City Attorney Jim Cook read **Bill No. B18-06** for its second reading by title only
- *Alderman Arnold moved to accept second reading of **Bill No. B18-06** making it Ordinance #2434*
- *The Motion was Seconded by Alderman Totton*
 - No Discussion
- ***Bill No. B18-06** was voted upon with the following roll call vote:*
 - *Aye: Arnold, Coleman, Headley, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-Bill No. B18-06 BECAME ORDINANCE #2434: 5-0-

ELECTED OFFICIALS PRESENT	ELECTED OFFICIALS ABSENT	STAFF OFFICIALS PRESENT
Mayor Mike Todd	Alderman Chris Bamman	City Attorney Jim Cook
Alderman Dale Arnold		City Administrator Ryan Hunt
Alderman Jeff Coleman		Assistant City Administrator Ken Murphy
Alderman Bob Headley		City Clerk Theresa Osenbaugh
Alderman Jayci Stratton		Finance Director Cathy Bowden
Alderman Nancy Totton		Community Development Director Rick Arroyo
Alderman Yolanda West		Chief of Police David Starbuck



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Bill No. B18-07: An Ordinance Declaring the Results of the General Election Held in the City of Grain Valley, Missouri on April 3, 2018

- City Attorney Jim Cook read **Bill No. B18-07** for its first reading by title only
- *Alderman Coleman moved to accept first reading of **Bill No. B18-07** bringing it back for a second reading by title only*
- *The Motion was Seconded by Alderman Arnold*
 - Mr. Hunt notified the Board that this is to certify the April 3, 2018 election results
- **Bill No. B18-07** was voted upon with the following voice vote:
 - Aye: Arnold, Coleman, Headley, Totton, West
 - Nay: None
 - Abstain: None

-Bill No. B18-07 Approved for a Second Reading: 5-0

- City Attorney Jim Cook read **Bill No. B18-07** for its second reading by title only
- *Alderman Coleman moved to accept the second reading of **Bill No. B18-07** making it Ordinance #2435*
- *The Motion was Seconded by Alderman Arnold*
 - No Discussion
- **Bill No. B18-07** was voted upon with the following roll call vote:
 - Aye: Arnold, Coleman, Headley, Totton, West
 - Nay: None
 - Abstain: None

-BILL NO. B18-07 BECAME ORDINANCE #2435: 5-0-

- Mayor Todd presented a plaque to Alderman Arnold and thanked him, as well as his family, for his dedication and service to the City of Grain Valley

-MAYOR TODD CALLED FOR A RECESS AT 7:18PM; REFRESHMENTS WERE ENJOYED IN HONOR OF ALDERMAN ARNOLD; THE REGULAR MEETING WAS CONTINUED AT 7:33PM-

Item XIII: ELECTED OFFICIAL OATH OF OFFICE

- City Clerk Theresa Osenbaugh administered the Oath of Office to the following elected officials:
 - Mike Todd, Mayor
 - Jayci Stratton, Alderman Ward I
 - Yolanda West, Alderman Ward II
 - Bob Headley, Alderman Ward III

ELECTED OFFICIALS PRESENT
 Mayor Mike Todd
 Alderman Dale Arnold
 Alderman Jeff Coleman
 Alderman Bob Headley
 Alderman Jayci Stratton
 Alderman Nancy Totton
 Alderman Yolanda West

ELECTED OFFICIALS ABSENT
 Alderman Chris Bamman

STAFF OFFICIALS PRESENT
 City Attorney Jim Cook
 City Administrator Ryan Hunt
 Assistant City Administrator Ken Murphy
 City Clerk Theresa Osenbaugh
 Finance Director Cathy Bowden
 Community Development Director Rick Arroyo
 Chief of Police David Starbuck



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ITEM XIV: NEW BUSINESS

- None

ITEM XV: ORDINANCES

- None

ITEM XV: RESOLUTIONS

- None

ITEM XVII: CITY ATTORNEY REPORT

- None

ITEM XVIII: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ryan Hunt
 - Youth Court Dinner and Silent Auction is Wednesday at 6PM at the Community Center; two tickets are still available
 - On Friday Alderman Stratton and City Administrator Hunt attended elected official training covering an overview of government; Mr. Hunt will provide the Board the PowerPoints from that training
- Assistant City Administrator Ken Murphy
 - None
- Community Development Director Rick Arroyo
 - None
- Finance Director Cathy Bowden
 - None
- City Clerk Theresa Osenbaugh
 - May 28th Board of Aldermen meeting falls on Memorial Day; Board of Aldermen voted to cancel the meeting
- Chief David Starbuck
 - Prescription drop-off event and Coffee with a Cop will be held Saturday, April 28th
 - Grain Valley Police Department recently received an award from the Greater KC Crime Stoppers Association for outstanding assistance to the Crime Stoppers TIPS Hotline Program
 - Jackson County Drug Taskforce, which Grain Valley supports through an officer, received an award from the Drug Enforcement Administration for seizure of multi

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Jeff Coleman
Alderman Bob Headley
Alderman Jayci Stratton
Alderman Nancy Totton
Alderman Yolanda West

ELECTED OFFICIALS ABSENT

Alderman Chris Bamman

STAFF OFFICIALS PRESENT

City Attorney Jim Cook
City Administrator Ryan Hunt
Assistant City Administrator Ken Murphy
City Clerk Theresa Osenbaugh
Finance Director Cathy Bowden
Community Development Director Rick Arroyo
Chief of Police David Starbuck



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pounds of methamphetamine in the metro area

ITEM XIX: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Jeff Coleman
 - Congratulated Alderman Arnold for his service
- Alderman Bob Headley
 - None
- Alderman Jacyi Stratton
 - Thanked Alderman Arnold and thanked the voters for the opportunity
- Alderman Nancy Totton
 - None
- Alderman Yolanda West
 - None

ITEM XX: MAYOR REPORT

- Mayor Mike Todd
 - Requested that a synopsis of the work done in Creekside Village be available at the next Board of Aldermen meeting; City Attorney Cook shared that he has been speaking with the attorney representing Creekside Village and has asked them for a chronology of events
 - Requested a presentation regarding a Citizen's Police Board and also the feasibility of a Public Safety Sales Tax

ITEM XXI: EXECUTIVE SESSION

- None

ITEM XXII: ADJOURNMENT

- The meeting adjourned at 7:54 p.m.

ELECTED OFFICIALS PRESENT	ELECTED OFFICIALS ABSENT	STAFF OFFICIALS PRESENT
Mayor Mike Todd	Alderman Chris Bamman	City Attorney Jim Cook
Alderman Dale Arnold		City Administrator Ryan Hunt
Alderman Jeff Coleman		Assistant City Administrator Ken Murphy
Alderman Bob Headley		City Clerk Theresa Osenbaugh
Alderman Jacyi Stratton		Finance Director Cathy Bowden
Alderman Nancy Totton		Community Development Director Rick Arroyo
Alderman Yolanda West		Chief of Police David Starbuck



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Minutes submitted by:

Theresa Osenbaugh
City Clerk

Date

Minutes approved by:

Mike Todd
Mayor

Date

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Jeff Coleman
Alderman Bob Headley
Alderman Jayci Stratton
Alderman Nancy Totton
Alderman Yolanda West

ELECTED OFFICIALS ABSENT

Alderman Chris Bamman

STAFF OFFICIALS PRESENT

City Attorney Jim Cook
City Administrator Ryan Hunt
Assistant City Administrator Ken Murphy
City Clerk Theresa Osenbaugh
Finance Director Cathy Bowden
Community Development Director Rick Arroyo
Chief of Police David Starbuck

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City of Grain Valley
Board of Aldermen Meeting Minutes
Special Meeting

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ITEM I: CALL TO ORDER

- The Board of Aldermen of the City of Grain Valley, Missouri, met for a Special Meeting on April 30, 2018 at 6:00 p.m. in the Council Chambers located in the Grain Valley City Hall
- The meeting was called to order by Mayor Mike Todd

ITEM II: ROLL CALL

- City Clerk Osenbaugh called roll
- *Present: Bamman, Coleman, Headley, Stratton, Totton, West*
- *Absent: None*
- *There was a quorum present*

ITEM III: PUBLIC HEARING

- Consideration of Revocation of 2017-2018 Liquor License Classes H, I, and M issued to The Crow's Nest Saloon d/b/a Charley's Roadhouse
 - Mayor Todd read a procedure statement to the Board of Aldermen and audience prior to conducting the hearing
 - The statement is attached as attachment "A"
 - Certified Court Reporter Gail Riede with AAA Court Reporting was present to transcribe the revocation hearing
 - Mr. Cook provided an opening statement to the Board of Aldermen; tonight will provide the determination is if there is sufficient evidence to suspend or revoke the current license for Charley's Roadhouse
 - Chief Starbuck, City of Grain Valley Police Department, was called as a witness to present evidence for the City
 - An examination of Chief Starbuck's testimony was conducted by City Attorney Cook and the Attorney for Charley's Roadhouse, David Halphin of The Gepford Law Group, LC
 - City accepted City Exhibit #9 from Mr. Cook
 - Ms. Autumn Chambers, 109 Broadway Street, was called as a witness to present evidence for the City
 - An examination of Ms. Chambers' testimony was conducted by City Attorney Cook and Attorney Halphin
 - City accepted City Exhibits #7 and #8

-Mayor Todd Called a Recess at 6:52 p.m.-

-Mayor Todd Resumed Meeting at 7:01 p.m.-

Elected Officials Present	Elected Officials Absent	Staff Officials Present
Mayor Mike Todd Alderman Chris Bamman Alderman Jeff Coleman Alderman Bob Headley Alderman Jayci Stratton Alderman Nancy Totton Alderman Yolanda West	None	City Attorney Jim Cook City Administrator Ryan Hunt Community Development Director Rick Arroyo Chief of Police David Starbuck City Clerk Theresa Osenbaugh



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- Examination of Ms. Chambers resumed
- Video evidence was presented on behalf of the City
- City accepted City Exhibits #1, #2, #6, #10, #12
- City accepts Charley's Exhibit #1
- Ms. Rose McGluaghlin, 111 Broadway Street, was called as a witness to present evidence for the City
 - An examination of Ms. McGluaghlin's testimony was conducted by City Attorney Cook; Attorney Halphin had no questions
- Captain Beale, City of Grain Valley Police Department, was called as a witness to present evidence for the City
 - An examination of Captain Beale's testimony was conducted by City Attorney Cook and Attorney Halphin

-Mayor Todd Called a Recess at 8:15 p.m.-

-Mayor Todd Resumed Meeting at 8:27 p.m.-

- Officer Arends, City of Grain Valley Police Department, was called as a witness to present evidence for the City
 - An examination of Officer Arend's testimony was conducted by City Attorney Cook; Attorney Halphin had no questions
- Mr. Chad Risinger, owner of Charley's Roadhouse, was called as a witness to present evidence for Charley's Roadhouse
 - An examination of Mr. Risinger's testimony was conducted by Attorney Halphin and City Attorney Cook
 - City accepts Charley's Exhibit #2
- Ms. Cindy Nield, 37212 E. Hillside Road Oak Grove, was called as a witness to present evidence for Charley's Roadhouse
 - An examination of Ms. Nield's testimony was conducted by Attorney Halphin and City Attorney Cook
- Ms. Rebecca White was called as a witness to present evidence for Charley's Roadhouse
 - An examination of Ms. White's testimony was conducted by Attorney Halphin and City Attorney Cook
 - City accepts Charley's Exhibits #3 and #4

Elected Officials Present	Elected Officials Absent	Staff Officials Present
Mayor Mike Todd Alderman Chris Bamman Alderman Jeff Coleman Alderman Bob Headley Alderman Jayci Stratton Alderman Nancy Totton Alderman Yolanda West	None	City Attorney Jim Cook City Administrator Ryan Hunt Community Development Director Rick Arroyo Chief of Police David Starbuck City Clerk Theresa Osenbaugh



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- Attorney Halphin gave Charley’s Roadhouse Closing Remarks
- City Attorney Cook gave the City’s Closing Remarks

-Mayor Todd Closed The Hearing Regarding the Revocation Proceedings at 10:06 p.m.-

ITEM III: EXECUTIVE SESSION

- Mayor Todd stated a need to hold an Executive Session for the following item:
 - Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended
- *Alderman West moved to close the Special Meeting for items related to Section 610.021(1), RSMo. 1998, as Amended*
- *The motion was seconded by Alderman Coleman*
 - No Discussion
- *The motion was voted on with the following roll call vote:*
- *Aye: Bamman, Coleman, Headley, Stratton, Totton, West*
- *Nay: None*
- *Abstain: None*

-Motion Carried: 6-0-

-The Special Meeting Closed at 10:06 p.m.-

- *Alderman Bamman moved to open the Special Meeting*
- *The motion was seconded by Alderman Coleman*
 - No Discussion
- *The motion was voted on with the following roll call vote:*
- *Aye: Bamman, Coleman, Headley, Stratton, Totton, West*
- *Nay: None*
- *Abstain: None*

-Motion Carried: 6-0-

-The Special Meeting Opened at 11:03 p.m. -

- *Alderman Coleman made a Motion to take the matter under advisement for 60 days or sooner to allow the Board of Aldermen to consider the licensee’s stated intention to comply with the Ordinance Chapter 600*
- *The motion was seconded by Alderman Bamman*

Elected Officials Present	Elected Officials Absent	Staff Officials Present
Mayor Mike Todd Alderman Chris Bamman Alderman Jeff Coleman Alderman Bob Headley Alderman Jayci Stratton Alderman Nancy Totton Alderman Yolanda West	None	City Attorney Jim Cook City Administrator Ryan Hunt Community Development Director Rick Arroyo Chief of Police David Starbuck City Clerk Theresa Osenbaugh



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- Mayor Todd and City Administrator Hunt will contact Attorney Halphin to share the decision of the Board and let it be known that the intention of the Board is to give Charley’s Roadhouse 60 days or sooner to show they will comply with the steps presented tonight to continue to meet City Ordinances; if it is found they are not taking steps to remedy the situation then the matter will be under advisement when liquor licenses are renewed in June, or before, if necessary

- *The motion was voted on with the following roll call vote:*
- *Aye: Bamman, Coleman, Headley, Stratton, Totton, West*
- *Nay: None*
- *Abstain: None*

-Motion Carried: 6-0-

ITEM IV: ADJOURNMENT

- There being no further business, Mayor Mike Todd Adjourned the April 30, 2018 Board of Aldermen Special Meeting

-The Special Meeting Adjourned at 11:05 p.m.-

Minutes submitted by:

 Theresa Osenbaugh
City Clerk

 Date

Minutes approved by:

 Mike Todd
Mayor

 Date

Elected Officials Present	Elected Officials Absent	Staff Officials Present
Mayor Mike Todd	None	City Attorney Jim Cook
Alderman Chris Bamman		City Administrator Ryan Hunt
Alderman Jeff Coleman		Community Development Director Rick
Alderman Bob Headley		Arroyo
Alderman Jayci Stratton		Chief of Police David Starbuck
Alderman Nancy Totton		City Clerk Theresa Osenbaugh
Alderman Yolanda West		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity

I. COURT INFORMATION		Contact information same as last report <input type="checkbox"/>	
Municipality: GRAIN VALLEY		Reporting Period: April, 2018	
Mailing Address: 711 MAIN		Software Vendor: Tyler Technologies	
Physical Address: 711 MAIN		County JACKSON	Circuit: 16
Telephone Number: (816) 847-6240		Fax Number: (816) 847-6209	
Prepared By: Kari Boardman	E-mail Address: kboardman@cityofgrainvalley.org		iNotes <input type="checkbox"/>
Municipal Judge(s): JOHN JACK		Prosecuting Attorney: JAMES COOK	

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	130	1,240	253
B. Cases (citations / informations) filed	6	57	29
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	12	25	3
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	23	4
6. dismissed by court	4	14	28
7. nolle prosequi	0	0	0
8. certified for jury trial(not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	16	62	35
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	120	1,235	247
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)	IV. PARKING TICKETS
1. # Issued during reporting period	28
2. # Served/withdrawn during reporting period	22
3. # Outstanding at end of reporting period	354
<input type="checkbox"/> Court staff does not process parking tickets	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

I. COURT INFORMATION	Municipality: GRAIN VALLEY	Reporting Period: April, 2018
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$ 4,452.48	OFFICER REIMBURSEMENT DWI	\$ 276.97
Clerk Fee - Excess Revenue	\$ 456.00	EQUIPMENT REIMB DWI	\$ 89.53
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$ 14.06		\$
Bond forfeitures (paid to city) - Excess Revenue	\$ 0.00		\$
Total Excess Revenue	\$ 4,922.54		\$
Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)			\$
Fines - Other	\$ 4,895.15		\$
Clerk Fee - Other	\$ 516.00		\$
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$ 0.00		\$
Peace Officer Standard and Training (POST) Commission surcharge	\$ 82.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$ 584.66		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$ 15.91		\$
Law Enforcement Training (LET) Fund surcharge	\$ 162.00		\$
Domestic Violence Shelter surcharge	\$ 320.00		\$
Inmate Prisoner Detainee Security Fund surcharge	\$ 0.00		\$
Sheriff's Retirement Fund (SRF) surcharge	\$ 241.24		\$
Restitution	\$ 2,407.00		\$
Parking ticket revenue (including penalties)	\$ 0.00		\$
Bond forfeitures (paid to city) - Other	\$ 0.00		\$
Total Other Revenue	\$ 9,223.96	Total Other Disbursements	\$ 681.50
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$ 14,828.00
E/R INCARCERATION REIMBURSEME	\$ 90.00	Bond Refunds	\$ 2,360.00
INCARCERATION REIMBURSEMENT	\$ 225.00	Total Disbursements	\$ 17,188.00

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_		
NON-DEPARTMENTAL	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	1,860.08		
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	252.00		
		AFLAC	AFLAC AFTER TAX	64.47		
			AFLAC CRITICAL CARE	6.78		
			AFLAC PRETAX	184.69		
			AFLAC-W2 DD PRETAX	169.16		
		MIDWEST PUBLIC RISK	DENTAL	125.62		
			OPEN ACCESS	177.81		
			OPEN ACCESS	138.30		
			HSA	236.03		
			HSA	850.94		
			HSA	108.34		
			VISION	11.53		
			VISION	17.99		
			VISION	64.26		
			VISION	23.01		
		HSA BANK	HSA - GRAIN VALLEY, MO	441.49		
			HSA - GRAIN VALLEY, MO	341.98		
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2018 DISABILITY	107.01		
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	104.17		
		ICMA RC	ICMA 457 %	413.38		
			ICMA 457	349.24		
		INTERNAL REVENUE SERVICE	FEDERAL WH	5,012.91		
			SOCIAL SECURITY	3,759.80		
			MEDICARE	879.29		
			TOTAL:	15,700.28		
		HR/CITY CLERK	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	72.00
STANDARD INSURANCE CO	MAY 18 STANDARD LIFE INSUR			6.00		
MIDWEST PUBLIC RISK	DENTAL			8.46		
	HSA			110.56		
HSA BANK	HSA - GRAIN VALLEY, MO			37.50		
THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2018 DISABILITY			7.69		
INTERNAL REVENUE SERVICE	SOCIAL SECURITY			55.37		
	MEDICARE			12.95		
	TOTAL:			310.53		
INFORMATION TECH	GENERAL FUND			NETSTANDARD INC	MONTHLY IT SERVICES	1,217.61
		VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	160.04		
			CELLULAR SERVICE 04/19-05/	40.01		
			TOTAL:	1,417.66		
BLDG & GRDS	GENERAL FUND	KCP&L	600 BUCKNER TARSNEY	11.33		
			800 MAIN (FAIRGROUND)	23.91		
			CAPPELL & FRONT	11.42		
			618 JAMES ROLLO CT	114.99		
			6100 S BUCKNER TARSNEY	21.32		
			618 JAMES ROLLO CT	336.21		
			711 MAIN ST	979.64		
			JAMES ROLLO CT	260.76		
		SC REALTY SERVICES	Annual Custodial Services	1,220.18		
			TOTAL:	2,979.76		
		ADMINISTRATION	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	337.78
				STANDARD INSURANCE CO	MAY 18 STANDARD LIFE INSUR	27.00
				HAMPEL OIL INC	BULK GASOHAL/DIESEL	23.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		AFLAC	HUNT PREMIUMS	2.25
			HUNT PREMIUMS	27.96
			HUNT PREMIUMS	32.19
		PURCHASE POWER	POSTAGE METER REFILL	2,000.00
		MIDWEST PUBLIC RISK	HSA	309.56
			DENTAL	21.01
			DENTAL	13.64
			DENTAL	16.62
			OPEN ACCESS	141.13
			HSA	182.42
			HSA	67.75
			VISION	5.26
		HSA BANK	HSA - GRAIN VALLEY, MO	22.98
			HSA - GRAIN VALLEY, MO	100.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2018 DISABILITY	78.09
		FIRST UNITED TITLE AGENCY LLC	513/517 GREGG ST PURCHASE	9,450.00
		VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	58.22
		ICMA RC	EMPLOYEE DEDUCTIONS	103.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	271.53
			MEDICARE	63.52
			TOTAL:	13,355.19
ELECTED	GENERAL FUND	VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	40.01
			TOTAL:	40.01
LEGAL	GENERAL FUND	JAMES T COOK	CITY ATTORNEY	2,475.00
		DYSART TAYLOR COTTER	GENERAL LEGAL FEES	2,039.49
		LITTLER MENDELSON PC	FOP LEGAL FEES	1,420.00
			TOTAL:	5,934.49
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	185.49
		STANDARD INSURANCE CO	MAY 18 STANDARD LIFE INSUR	12.00
		MIDWEST PUBLIC RISK	DENTAL	8.46
			DENTAL	16.62
			HSA	221.12
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2018 DISABILITY	19.82
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	145.81
			MEDICARE	34.10
			TOTAL:	718.92
COURT	GENERAL FUND	JAMES T COOK	CITY PROSECUTOR	1,362.50
		JOHN R JACK	MAY 2018 JUDICIAL FEES	600.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	148.62
		STANDARD INSURANCE CO	MAY 18 STANDARD LIFE INSUR	12.00
		MIDWEST PUBLIC RISK	DENTAL	16.91
			DENTAL	3.61
			HSA	221.11
			HSA	52.13
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
			HSA - GRAIN VALLEY, MO	10.86
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2018 DISABILITY	14.55
		RAY COUNTY SHERIFFS DEPARTMENT	MARCH 2018	810.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	113.97
			MEDICARE	26.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			TOTAL:	3,467.92
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	120.12
		STANDARD INSURANCE CO	MAY 18 STANDARD LIFE INSUR	12.00
		MIDWEST PUBLIC RISK	DENTAL	33.23
		HSA BANK	HSA	479.82
		THE LINCOLN NATIONAL LIFE INSURANCE CO	HSA - GRAIN VALLEY, MO	100.00
		VERIZON WIRELESS	MAY 2018 DISABILITY	12.83
		INTERNAL REVENUE SERVICE	CELLULAR SERVICE 04/19-05/	51.78
			SOCIAL SECURITY	85.65
			MEDICARE	20.03
			TOTAL:	915.46
FLEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	67.02
		STANDARD INSURANCE CO	MAY 18 STANDARD LIFE INSUR	6.00
		MIDWEST PUBLIC RISK	DENTAL	16.62
		HSA BANK	HSA	110.56
		THE LINCOLN NATIONAL LIFE INSURANCE CO	HSA - GRAIN VALLEY, MO	37.50
		INTERNAL REVENUE SERVICE	MAY 2018 DISABILITY	7.17
			SOCIAL SECURITY	53.00
			MEDICARE	12.40
			TOTAL:	310.27
POLICE	GENERAL FUND	MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	4,046.33
			MONTHLY CONTRIBUTIONS	350.52
		SAMS CLUB/GECRB	COFFEE	56.27
		STANDARD INSURANCE CO	MAY 18 STANDARD LIFE INSUR	288.00
		HAMPEL OIL INC	BULK GASOHAL/DIESEL	814.87
			BULK GASOHAL/DIESEL	28.88
			BULK GASOHAL/DIESEL	815.31
			BULK GASOHAL/DIESEL	59.46
			BULK GASOHAL/DIESEL	1,117.33
			BULK GASOHAL/DIESEL	86.43
		CHRISTINE THOMPSON	THOMPSON: MEALS POLICE REC	69.00
		COMCAST	HIGH SPEED INTERNET	149.85
		LE UPFITTER LLC	2017 CHEVY IMPALA	2,406.19
			2018 TAHOE (K9)	7,379.18
		INSIGHT PUBLIC SECTOR	IN-CAR PRINTERS	1,733.44
		MIDWEST PUBLIC RISK	DENTAL	169.10
			DENTAL	365.53
			OPEN ACCESS	282.25
			OPEN ACCESS	612.49
			OPEN ACCESS	539.10
			HSA	729.68
			HSA	2,653.32
			HSA	2,399.10
			ROUNDING	0.23-
			ROUNDING	0.01
		HSA BANK	HSA - GRAIN VALLEY, MO	900.00
			HSA - GRAIN VALLEY, MO	700.00
		CATHY REYNOLDS	REYNOLDS: MEALS MOPS CONF	86.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2018 DISABILITY	345.95
		ROBERTS CHEVROLET BUICK	2018 CHEVY TAHOE	36,315.75
		DAVID S HEDGER	POLICE K9	5,300.00
		VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	795.14
			CELLULAR SERVICE 04/19-05/	80.02

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			CELLULAR SERVICE 04/19-05/	103.56
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	2,637.61
			MEDICARE	616.85
		MOLLE CHEVROLET INC	2018 CHEVY IMPALA	20,816.16_
			TOTAL:	95,848.45
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	93.60
		STANDARD INSURANCE CO	MAY 18 STANDARD LIFE INSUR	12.00
		HAMPEL OIL INC	BULK GASOHAL/DIESEL	26.66
		MIDWEST PUBLIC RISK	DENTAL	16.91
			HSA	422.33
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2018 DISABILITY	10.00
		VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	51.78
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	65.97
			MEDICARE	15.43_
			TOTAL:	814.68
PLANNING & ENGINEERING GENERAL FUND		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	427.40
		STANDARD INSURANCE CO	MAY 18 STANDARD LIFE INSUR	34.80
		HAMPEL OIL INC	BULK GASOHAL/DIESEL	75.76
			BULK GASOHAL/DIESEL	42.11
			BULK GASOHAL/DIESEL	25.37
		MIDWEST PUBLIC RISK	DENTAL	37.06
			DENTAL	23.26
			HSA	200.66
			HSA	517.75
		HSA BANK	HSA - GRAIN VALLEY, MO	175.62
			HSA - GRAIN VALLEY, MO	55.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2018 DISABILITY	45.88
		THE EXAMINER	HEARING PARCEL 40-310-15-1	37.05
			RFP GRASS AND DEBRIS ABATE	29.11
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	330.93
			MEDICARE	77.41_
			TOTAL:	2,135.17
NON-DEPARTMENTAL	PARK FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	320.10
		AFLAC	AFLAC CRITICAL CARE	3.48
			AFLAC PRETAX	15.38
			AFLAC-W2 DD PRETAX	18.66
		MIDWEST PUBLIC RISK	DENTAL	19.32
			HSA	162.52
			VISION	4.13
		HSA BANK	HSA - GRAIN VALLEY, MO	21.50
			HSA - GRAIN VALLEY, MO	93.54
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2018 DISABILITY	72.65
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	229.16
			FLEX PLAN	91.67
		ICMA RC	ICMA 457 %	146.43
			ICMA 457	443.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	985.95
			SOCIAL SECURITY	851.78
			MEDICARE	199.25_
			TOTAL:	3,678.52
PARK ADMIN	PARK FUND	NETSTANDARD INC	MONTHLY IT SERVICES	202.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	448.84
		AT&T	U-VERSE PARK MAINT	60.90
		STANDARD INSURANCE CO	MAY 18 STANDARD LIFE INSUR	32.40
		HAMPEL OIL INC	BULK GASOHAL/DIESEL	80.73
			BULK GASOHAL/DIESEL	268.68
			BULK GASOHAL/DIESEL	118.42
		AFLAC	HUNT PREMIUMS	0.45
			HUNT PREMIUMS	5.59
			HUNT PREMIUMS	6.44
		MIDWEST PUBLIC RISK	HSA	61.91
			DENTAL	4.20
			DENTAL	5.07
			DENTAL	73.10
			OPEN ACCESS	28.23
			HSA	766.16
			HSA	66.33
			VISION	1.05
		HSA BANK	HSA - GRAIN VALLEY, MO	22.50
			HSA - GRAIN VALLEY, MO	220.00
		STANTON STEEL INC	Picnic Table Shelters	8,750.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2018 DISABILITY	56.68
		VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	51.78
		ICMA RC	EMPLOYEE DEDUCTIONS	20.60
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	325.07
			MEDICARE	76.03_
			TOTAL:	11,754.09
PARKS STAFF	PARK FUND	FOSTER BROS WOOD PRODUCTS	Kiddie Kushion	1,795.50
			Kiddie Kushion	1,795.50
			Kiddie Kushion	1,795.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	146.44
		KCP&L	701 SW EAGLES PKWY, BALLFI	166.94
			ARMSTRONG PARK 041503	164.38
			ARMSTRONG PARK DR	44.17
			ARMSTRONG PARK 098095	109.91
			800 MAIN (FAIRGROUND)	23.91
			ARMSTRONG PARK 017576	212.48
			28605 E HWY AA #4 #3 B3 #2	128.40
			JAMES ROLLO SHELTER #2	73.09
			MAIN-ARMSTRONG SHELTER 1	23.91
			618 JAMES ROLLO CT	57.50
			ARMSTRONG PARK	36.21
			6100 S BUCKNER TARSNEY RD	99.11
			28605 E HWY AA	133.74
			618 JAMES ROLLO CT	168.18
		STANDARD INSURANCE CO	MAY 18 STANDARD LIFE INSUR	36.00
		WEST CENTRAL ELECTRIC COOP INC	03/28/18-04/27/18 BALLPARK	910.08
		MIDWEST PUBLIC RISK	DENTAL	33.82
			OPEN ACCESS	282.25
			HSA	221.11
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2018 DISABILITY	41.49
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	295.92
			MEDICARE	69.21_
			TOTAL:	8,939.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_			
RECREATION	PARK FUND	ALLIED REFRESHMENT	CONCESSION DRINKS	926.00			
			CONCESSION DRINKS	132.00			
			SAMS CLUB/GECRB	CONC PRODUCT & SUPPLIES	637.69		
			JONATHAN ESTRADA	UMPIRE 04/13-05/01	140.00		
			CHRISTOPHER SMITH II	UMPIRE 04/13-05/01	90.00		
			JOHN HODSON III	UMPIRE 04/13-05/01	60.00		
			ROBERT HAMMOND	UMPIRE 04/13-05/01	65.00		
			ERIC KREISLER	UMPIRE 04/13-05/01	170.00		
			CHRISTOPHER HOWARD	UMPIRE 04/13-05/01	70.00		
			DILLON DUNSMORE	UMPIRE 04/13-05/01	70.00		
			DERRICK JEPPESEN	UMPIRE 04/13-05/01	60.00		
			DALTON LARRY	UMPIRE 04/13-05/01	70.00		
			DYLAN LARRY	UMPIRE 04/13-05/01	60.00		
			INTERNAL REVENUE SERVICE	SOCIAL SECURITY	36.76		
				SOCIAL SECURITY	8.19		
				MEDICARE	8.63		
				MEDICARE	1.91		
				TOTAL:	2,606.18		
			COMMUNITY CENTER	PARK FUND	MISSOURI LAGERS KCP&L	MONTHLY CONTRIBUTIONS	130.02
						713 MAIN ST	1,205.37
713 MAIN #A	313.94						
SAMS CLUB/GECRB	COFFEE	9.98					
STANDARD INSURANCE CO	MAY 18 STANDARD LIFE INSUR	12.00					
MIDWEST PUBLIC RISK	DENTAL	16.91					
THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2018 DISABILITY	13.90					
VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	51.78					
INTERNAL REVENUE SERVICE	SOCIAL SECURITY	185.84					
	MEDICARE	43.47					
	TOTAL:	1,983.21					
POOL	PARK FUND	MIDWEST POOL MANAGEMENT			Pool Management	19,900.00	
					TOTAL:	19,900.00	
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE FAMILY SUPPORT PAYMENT CENTER AFLAC MIDWEST PUBLIC RISK HSA BANK THE LINCOLN NATIONAL LIFE INSURANCE CO ICMA RC INTERNAL REVENUE SERVICE	MISSOURI WITHHOLDING	98.73			
			DZEKUNSKAS CASE 41452523	45.00			
			AFLAC PRETAX	6.66			
			AFLAC-W2 DD PRETAX	13.75			
			DENTAL	12.13			
			OPEN ACCESS	19.76			
			HSA	19.35			
			HSA	108.41			
			VISION	1.86			
			VISION	0.75			
			VISION	8.18			
			HSA - GRAIN VALLEY, MO	8.00			
			HSA - GRAIN VALLEY, MO	36.48			
			MAY 2018 DISABILITY	9.28			
			ICMA 457	38.19			
			FEDERAL WH	362.71			
			SOCIAL SECURITY	226.86			
			MEDICARE	53.06			
				TOTAL:	1,069.16		
			TRANSPORTATION	TRANSPORTATION	A&A ELECTRICAL INC NETSTANDARD INC	RE-WIRING ELECTRICAL PW	244.00
MONTHLY IT SERVICES	121.77						

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	301.12
		KCP&L	655 SW EAGLES PKWY	35.61
			618 JAMES ROLLO CT	114.99
			702 SW EAGLES PKWY	12.65
			AA HWY & SNI-A-BAR	33.85
			GRAIN VALLEY ST LGHTS	12,759.78
			618 JAMES ROLLO CT	336.21
			711 MAIN ST	83.97
		STANDARD INSURANCE CO	MAY 18 STANDARD LIFE INSUR	28.20
		RED MUNICIPAL AND INDUSTRIAL EQUIPMENT	CHAIN SCRAPER KIT	1,801.77
		HAMPEL OIL INC	BULK GASOHAL/DIESEL	60.64
			BULK GASOHAL/DIESEL	132.21
			BULK GASOHAL/DIESEL	81.11
		MIDWEST PUBLIC RISK	DENTAL	15.92
			DENTAL	45.79
			OPEN ACCESS	93.15
			OPEN ACCESS	56.45
			HSA	91.21
			HSA	197.13
			HSA	373.42
		HSA BANK	HSA - GRAIN VALLEY, MO	51.87
			HSA - GRAIN VALLEY, MO	102.84
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2018 DISABILITY	31.35
		VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	60.92
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	226.86
			MEDICARE	53.06_
			TOTAL:	17,547.85
NON-DEPARTMENTAL	2011 GO BONDS	PROFESSIONAL SERVICE INDUSTRIES	CONCRETE TESTING	2,131.00_
			TOTAL:	2,131.00
NON-DEPARTMENTAL	MKTPL TIF-PR#2 SPE UMB BANK		PRO #2 1ST QTR CJC	11,055.29
			PRO #2 FEB CITY SALES	8,836.24_
			TOTAL:	19,891.53
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL UMB BANK		CID/USE	7,384.03_
			TOTAL:	7,384.03
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	704.59
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	180.00
		AFLAC	AFLAC PRETAX	40.56
			AFLAC-W2 DD PRETAX	112.50
		MISCELLANEOUS BRATTIN, NATALIE	10-900820-00	9.00
		SALLEE HOMES	20-567010-00	15.54
		SALLEE HOMES	20-567020-00	13.80
		SALLEE HOMES	20-567030-00	15.54
		SALLEE HOMES	20-567040-00	15.54
		SALLEE HOMES	20-567534-00	154.66
		SALLEE HOMES	20-567770-00	36.20
		SALLEE HOMES	20-568030-00	66.91
		CHARTWELL REALTY	20-151170-07	15.54
		CARPENTER, MARIAH	20-151400-04	40.57
		GROTE, WILLIAM	20-151741-00	15.54
		IQ CONSTRUCTION	20-260040-00	15.54
		HARMON, MARY	20-567631-01	58.64
		BENNER, LANDON	20-567840-03	50.61

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		SALLEE HOMES	20-567910-00	17.28
		LEHMAN, BRITTANY	20-568150-01	65.54
		KOCH, KENNETH	20-606510-01	33.67
		FOSHEE HOMES, INC	20-622613-00	15.54
		JONES, MELISSA	20-622780-01	0.97
		WARD DEVELOPMENT	20-680794-00	15.54
		WARD DEVELOPMENT	20-680796-00	15.54
		PATE, KEVIN	20-700490-11	31.08
		MIDWEST PUBLIC RISK	DENTAL	79.99
			OPEN ACCESS	79.02
			HSA	123.83
			HSA	572.95
			HSA	108.34
			VISION	8.93
			VISION	10.88
			VISION	32.76
			VISION	7.67
		HSA BANK	HSA - GRAIN VALLEY, MO	131.50
			HSA - GRAIN VALLEY, MO	308.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2018 DISABILITY	55.77
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	83.33
		ICMA RC	ICMA 457 %	210.21
			ICMA 457	284.57
		INTERNAL REVENUE SERVICE	FEDERAL WH	2,521.46
			SOCIAL SECURITY	1,620.41
			MEDICARE	378.96_
			TOTAL:	8,375.02
WATER	WATER/SEWER FUND	A&A ELECTRICAL INC	RE-WIRING ELECTRICAL PW	488.00
		NETSTANDARD INC	MONTHLY IT SERVICES	243.52
		PEREGRINE CORPORATION	BILL PRINT & MAIL	598.25
			BILL PRINT & MAIL	118.52
		CITY OF INDEPENDENCE UTILITIES	11744 100CUFT 03/20-04/19	18,273.20
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,062.97
		KCP&L	825 STONEBROOK DR	101.56
			1301 TYER RD UNIT A	229.34
			618 JAMES ROLLO CT	143.74
			110 SNI-A-BAR BLVD	82.90
			1301 TYER RD UNIT B	405.85
			618 JAMES ROLLO CT	420.30
			711 MAIN ST	167.94
			1012 STONEBROOK LN	129.00
		STANDARD INSURANCE CO	MAY 18 STANDARD LIFE INSUR	94.80
		HAMPEL OIL INC	BULK GASOHAL/DIESEL	121.31
			BULK GASOHAL/DIESEL	276.07
			BULK GASOHAL/DIESEL	162.24
		AFLAC	HUNT PREMIUMS	0.90
			HUNT PREMIUMS	11.18
			HUNT PREMIUMS	12.88
		MICRO-COMM INC	SCADA COMPUTER	794.00
			SCADA COMMPUTER	3,800.00
		MIDWEST PUBLIC RISK	HSA	123.82
			DENTAL	8.40
			DENTAL	48.68
			DENTAL	151.43
			OPEN ACCESS	186.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			OPEN ACCESS	169.35
			HSA	291.87
			HSA	681.07
			HSA	986.77
			HSA	211.17
			VISION	2.10
		HSA BANK	HSA - GRAIN VALLEY, MO	201.02
			HSA - GRAIN VALLEY, MO	355.65
		SC REALTY SERVICES	Annual Custodial Services	73.95
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2018 DISABILITY	129.44
		VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	121.84
		CENTRAL POWER SYSTEMS &	GENERATOR MAINT. CONTRACT	1,095.00
		ICMA RC	EMPLOYEE DEDUCTIONS	41.20
		NEPTUNE TECHNOLOGY GROUP INC	WATER METERS	9,491.52
			HYDRANT METERS	1,841.62
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	810.22
			MEDICARE	189.46
			TOTAL:	44,950.34
SEWER	WATER/SEWER FUND	A&A ELECTRICAL INC	RE-WIRING ELECTRICAL PW	488.00
		NETSTANDARD INC	MONTHLY IT SERVICES	243.52
		PEREGRINE CORPORATION	BILL PRINT & MAIL	598.25
			BILL PRINT & MAIL	118.52
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,062.89
		KCP&L	925 STONE BROOK DR	23.91
			WOODLAND DR	294.32
			405 JAMES ROLLO DR	315.09
			1326 GOLFFVIEW DR	118.17
			618 JAMES ROLLO CT	143.75
			WINDING CREEK SEWER	23.91
			618 JAMES ROLLO CT	420.31
			711 MAIN ST	167.93
			1201 SEYMOUR RD	23.91
			110 NW SNI-A-BAR	23.91
			ROCK CREEK	23.91
		STANDARD INSURANCE CO	MAY 18 STANDARD LIFE INSUR	94.80
		RED MUNICIPAL AND INDUSTRIAL EQUIPMENT	CHAIN SCRAPER KIT	1,801.77
		HAMPEL OIL INC	BULK GASOHAL/DIESEL	121.31
			BULK GASOHAL/DIESEL	276.07
			BULK GASOHAL/DIESEL	162.24
		AFLAC	HUNT PREMIUMS	0.90
			HUNT PREMIUMS	11.19
			HUNT PREMIUMS	12.87
		MICRO-COMM INC	SCADA COMPUTER	794.00
			SCADA COMPUTER	3,800.00
		MIDWEST PUBLIC RISK	HSA	123.83
			DENTAL	8.40
			DENTAL	48.72
			DENTAL	151.40
			OPEN ACCESS	186.28
			OPEN ACCESS	169.34
			HSA	291.88
			HSA	681.05
			HSA	986.78
			HSA	211.16
			VISION	2.11

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		HSA BANK	HSA - GRAIN VALLEY, MO	201.01
			HSA - GRAIN VALLEY, MO	355.65
		SC REALTY SERVICES	Annual Custodial Services	73.95
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2018 DISABILITY	129.44
		VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	121.84
		ICMA RC	EMPLOYEE DEDUCTIONS	41.20
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	810.15
			MEDICARE	189.44_
			TOTAL:	15,949.08
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	54.43
		HAMPEL OIL INC	CJC FUEL	467.65
			CJC FUEL	328.86
		JPNS CORP	LYON RESTITUTION	35.00
			LYON RESTITUTION	22.50
		SHERIFFS RETIREMENT SYSTEM	APRIL 18 SHERIFF RETIREMEN	241.24
		MARK LAMANNO	LASOSKI RETITUTION	100.00
		HOPE HOUSE	APR 18 DOMESTIC VIOLENCE	320.00
		MO DEPT OF REVENUE	APRIL 18 CVC FUNDS	584.66
		MO DEPT OF PUBLIC SAFETY	APRIL 18 TRAINING FUND	82.00_
			TOTAL:	2,236.34
HR/CITY CLERK	GENERAL FUND	VALIDITY SCREENING SOLUTIONS	SCREENINGS	135.00
		US HEALTHWORKS	VALENTIK SCREENING	86.00
		WAGEWORKS	APR 18 MONTHLY ADMIN/COMP	63.50
		STEVEN SMITH	100) PRESENTATION FOLDERS	125.00
			100) PRESENTATION FOLDERS	125.00_
			TOTAL:	534.50
BLDG & GRDS	GENERAL FUND	AAA DISPOSAL SERVICE INC	APRIL 18 FACILITIES MAINT	125.50
		BATTS COMMUNICATIONS SERVICES INC	SERVICE CALL 04/16/18	160.00
		ORKIN	12/18/2017 SERVICE	66.64
		GENERAL ELEVATOR	MAY SERVICE	138.00_
			TOTAL:	490.14
ADMINISTRATION	GENERAL FUND	SAMS CLUB/GEGRB	KITCHEN SUPPLIES	32.58
			2018 MEMBERSHIP RENEWAL	127.50
		HERC RENTALS INC	LIGHT TOWER RENTAL	464.97
		LAUBER MUNICIPAL LAW LLC	MAR 18 ECON DEV	146.25_
			TOTAL:	771.30
ELECTED	GENERAL FUND	RECOGNITION PLUS	NAME BADGE: STRATTON	12.50
		STEVEN SMITH	100) PRESENTATION FOLDERS	125.00
		MVP AWARDS & MORE	ALDERMAN PLATES	27.50
			PLAQUE FOR PENNY KRUSE	36.00_
			TOTAL:	201.00
LEGAL	GENERAL FUND	LITTLER MENDELSON PC	FOP LEGAL SERVICES	426.00_
			TOTAL:	426.00
FINANCE	GENERAL FUND	TROUTT BEEMAN & CO PC	2017 AUDIT	17,000.00
			2017 AUDIT	5,000.00
		OFFICE DEPOT	SHARPIES/MARKERS/PAPER	20.79_
			TOTAL:	22,020.79
COURT	GENERAL FUND	CITY OF BLUE SPRINGS	PRISONER HOUSING MAR 2018	455.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		JACQUE LANDERS	LANDERS: MEALS MACA SPRING	136.00
		KARI BOARDMAN	BOARDMAN: MEALS MACA SPRIN	136.00
		TAN-TAR-A RESORT	BOARDMAN: LODGING	432.00
			LANDERS: LODGING	432.00_
			TOTAL:	1,591.00
FLEET	GENERAL FUND	CLARKS TOOL & EQUIPMENT	HEAT GUN BARE TOOL/29PC BU	353.35
			MICROTORCH	23.95
		OREILLY AUTOMOTIVE INC	WHEEL CHOCK	34.18
			NITRILE GLV	28.98
			MULTI CABLE	106.00
			THREAD KIT	36.99
			WIRE LOOM	92.00
		FASTENAL COMPANY	7/16-14X1.5 HCS S/S	12.63
			BLK SUPER 33 3/4X66'	30.50
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	9.76
			PW/WOLTZ UNIFORMS	9.76
			PW/ WOLTZ UNIFORMS	9.76_
			TOTAL:	747.86
POLICE	GENERAL FUND	GALLS LLC	IIAMS: UA VALSETZ RTS SIDE	124.99
			ARENDS: TACTICAL PATROL JA	243.80
			ARENDS: L/S CLASS ACT SHIR	191.40
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	29.91
		ADVANCE AUTO PARTS	CTRL ARM W/BALL JNT	170.00
			SERP BELT/IDLER PULLEY	117.13
		OFFICE DEPOT	SHARPIES/MARKERS/PAPER	24.16
		EAGLE VALLEY AUTOMOTIVE LLC	11 FORD: STRUT REPLACEMENT	89.80
			09 FORD 4 WHEEL ALIGNMENT	69.95
			08 DODGE: INSPECTION	12.00
		STEVEN SMITH	250) 9X12 BOOKLET ENVELOPE	90.00
			BUSINESS CARDS:ARENDS/VAND	108.00
		LE UPFITTER LLC	2018 TAHOE RUMBLER	490.88
		METRO FORD	KIT	17.36
		REJIS COMMISSION	APRIL 2018 LEWEB SUBSCRIPT	304.95_
			TOTAL:	2,084.33
PLANNING & ENGINEERING	GENERAL FUND	SAMS CLUB/GEGRB	KITCHEN SUPPLIES	66.16_
			TOTAL:	66.16
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	17.71
		MISCELLANEOUS	CHERYL ODELL:	50.00_
			TOTAL:	67.71
PARK ADMIN	PARK FUND	PETTY CASH	FUEL FOR BUCKET TRUCK	20.00
		SAMS CLUB/GEGRB	2018 MEMBERSHIP RENEWAL	212.50
		OFFICE DEPOT	SHARPIES/MARKERS/PAPER	17.06_
			TOTAL:	249.56
PARKS STAFF	PARK FUND	A&A ELECTRICAL INC	OUTLETS IN PAVILION	108.00
		AAA DISPOSAL SERVICE INC	APRIL 18 MONKEY MT SPORTS	77.00
		GUIER FENCE INC	MM FENCE REPAIR	18.91
		K C BOBCAT	AUGER BIT RENTAL SHELTER F	35.00
		ADVANCE AUTO PARTS	OIL/SPARK PLUG	7.17
		SITEONE LANDSCAPE SUPPLY LLC	BUTTERFLY TRAIL POND CHEMI	305.73
		HOME DEPOT CREDIT SERVICES	SHELTER CONCRETE/SUPPLIES	179.17

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			SHELTER CONCRETE/SUPPLIES	42.28
			ARMSTRONG GUGOUT POSTS	13.40
			PAINT SPRAYER/SUPPLIES	149.00
			RETURNS	116.37-
			CONCRETE FORMS/SUPPLIES	462.96
		PPG ARCHITECTURAL COATINGS	SHELTER PAINT	71.68
		ANDERSON RENTALS & SALES	CONCRETE MIXING TRAILERS	330.00
		GREGS LOCK & KEY SERVICE INC	MM DOOR CLOSURE	39.85
		KAT NURSERIES LLC	EAGLE PROJECT MONKEY MOUNT	210.00
		MEYER LABORATORY INC	SUPPLIES	484.90
		MURPHY TRACTOR & EQUIPMENT CO.	OIL FILTER	92.64_
			TOTAL:	2,511.32
RECREATION	PARK FUND	WALMART COMMUNITY	CONCESSION PRODUCTS	16.00
			CONCESSION PRODUCTS	35.42
		MISCELLANEOUS	STEVE HALL:	200.00
		HD GRAPHICS & APPAREL	PRESCHOOL SOCCER SHIRTS	423.00
			PRESCHOOL SOCCER SHIRT ADD	10.00_
			TOTAL:	684.42
COMMUNITY CENTER	PARK FUND	A&A ELECTRICAL INC	ADD OUTLETS IN COMM CENTER	217.80
		AAA DISPOSAL SERVICE INC	APRIL 18 COMM CENTER	58.00
		MELODY TAYLOR	04/13-05/02 SILVERSNEAKERS	225.00
			04/16-04/30 SILVERSNEAKERS	75.00
		UNIFIRST CORPORATION	JANITORIAL SUPPLIES	97.86
		HELTS TURF FARMS LLC	COMM CENTER SOD	324.00
		OFFICE DEPOT	SHARPIES/MARKERS/PAPER	9.09
		KORNIS ELECTRIC SUPPLY INC	OFFICE LIGHT	25.95
		HOME DEPOT CREDIT SERVICES	TAX REFUNDED	10.30-
			CC HANDICAP SIGN REPLACEME	45.83
			MISC TOOLS/SCREWS	117.61
		HABIB, MELYNDA	02/10-06/09 SAT ZUMBA	142.80
		MEYER LABORATORY INC	JANITORIAL SUPPLIES	107.90
			JANITORIAL SUPPLIES	243.17
		FREDAH JOHNSTON	04/12-05/01 LINE DANCING	208.00_
			TOTAL:	1,887.71
POOL	PARK FUND	ODESSA WINSUPPLY CO	POOL BATHROOM REPAIRS	444.42
		FASTENAL COMPANY	DIVING BOARD SUPPLIES	45.38
		HOME DEPOT CREDIT SERVICES	SHELTER CONCRETE/SUPPLIES	68.58
		PPG ARCHITECTURAL COATINGS	DIVING BOARD PAINT AND SUP	59.13
			DIVING BOARD PAINT	110.26
		TNEMEC COMPANY INC	POOL PAINT	417.44
			POOL PAINT	323.72_
			TOTAL:	1,468.93
TRANSPORTATION	TRANSPORTATION	A&A ELECTRICAL INC	INSTALL CIRCUIT AND OUTLET	28.53
		CARTER WATERS	BULK TYPE F	154.00
			BULK TYPE F	154.00
		FELDMANS FARM & HOME	FARM CLEVIS/CABLE CLAMPS	9.05
			STRAIGHT CLEVIS/CABLE CLAM	7.48
		AMERICAN TRAFFIC SAFETY	24"X50YD EC FILM GREEN PRL	384.00
			24"X50YD EC FILM GREEN PRL	384.00
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	9.18
		ADVANCE AUTO PARTS	HOOK LOOP TAPE	1.58
			ENG UNIVERSAL BLACK	7.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			POWER STEERING	65.79
			SPARK PLUG/OIL 10W30	20.96
			OIL FILTER	2.80
			AIR 1 EA CQBLU	16.10-
			PWR STEERING	72.64
			SERP BELT-POLY	6.02
		OFFICE DEPOT	SHARPIES/MARKERS/PAPER	5.61
			CARDHOLDER	6.60
		EQUIPMENT TECHNOLOGY LLC	INSPECTION	73.00
		RED MUNICIPAL AND INDUSTRIAL EQUIPMENT	POLE ASSY, RETRIEVA, DOWNH	69.91
		OREILLY AUTOMOTIVE INC	BATTERY	50.78
			HYD FILTER	1.39
		ORKIN	12/18/2017 SERVICE	5.72
			04/23/18 SERVICE	10.92
		BLUE SPRINGS WINWATER CO	12) AT-1-H CARBIDE TIP HOL	93.60
		CONTINENTAL RESEARCH CORP	GUARD/PATCH	81.94
		HOME DEPOT CREDIT SERVICES	SPECTRACIDE ACCUSHOT WS CR	25.65
		GOODYEAR COMMERCIAL TIRE	FLAT REPAIR - MRT - LOOSE	10.62
		FOUR STATE INTERNATIONAL TRUCKS, INC	ROAD WATCH SENSOR MOUNTIN	125.96
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	21.50
			PW/WOLTZ UNIFORMS	21.50
			PW/ WOLTZ UNIFORMS	21.50
		KLEINSCHMIDTS WESTERN STORE	DZEKUNSKAS WORK BOOTS	23.99
		MOLLE CHEVROLET INC	SENSOR	11.66_
			TOTAL:	1,953.07
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	TROUTT BEEMAN & CO PC	2017 CID AUDIT	2,750.00_
			TOTAL:	2,750.00
NON DEPARTMENTAL	MKT PL CID-PROJECT	LAUBER MUNICIPAL LAW LLC	MAR 18 VILLAGE OF GV	846.25_
			TOTAL:	846.25
NON-DEPARTMENTAL	WATER/SEWER FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	8.34
		MO DEPT OF REVENUE	APR 2018 SALES TAX	3,364.79
			APR 2018 SALES TAX	67.30-
		GILA LLC	APRIL COLLECTIONS	15.37_
			TOTAL:	3,321.20
WATER	WATER/SEWER FUND	A&A ELECTRICAL INC	INSTALL CIRCUIT AND OUTLET	57.06
		AAA DISPOSAL SERVICE INC	APRIL 18 FACILITIES MAINT	62.75
		FELDMANS FARM & HOME	FARM CLEVIS/CABLE CLAMPS	18.10
			STRAIGHT CLEVIS/CABLE CLAM	14.98
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	18.36
		ADVANCE AUTO PARTS	HOOK LOOP TAPE	3.16
			POWER STEERING	131.60
			SPARK PLUG/OIL 10W30	41.92
			OIL FILTER	5.58
			AIR 1 EA CQBLU	32.18-
			PWR STEERING	145.30
			SERP BELT-POLY	12.02
		VANCO SERVICES LLC	APR 18 GATEWAY ES20605	72.89
		OFFICE DEPOT	SHARPIES/MARKERS/PAPER	11.24
			CARDHOLDER	13.19
		EQUIPMENT TECHNOLOGY LLC	INSPECTION	146.00
		OREILLY AUTOMOTIVE INC	BATTERY	101.58
			HYD FILTER	2.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		ORKIN	12/18/2017 SERVICE	11.42
			04/23/18 SERVICE	21.84
		MISSOURI ONE CALL SYSTEM INC	MARCH 197 LOCATES	256.10
		BLUE SPRINGS WINWATER CO	15) VALVE BOX RISER	415.00
			12) AT-1-H CARBIDE TIP HOL	187.20
			5) VALVE BOX RISER	75.00
		CONTINENTAL RESEARCH CORP	GUARD/PATCH	163.89
		GOODYEAR COMMERCIAL TIRE	FLAT REPAIR - MRT - LOOSE	21.25
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	43.00
			PW/WOLTZ UNIFORMS	43.00
			PW/ WOLTZ UNIFORMS	43.00
		TYLER TECHNOLOGIES INC	UTILITY BILLING NOTIFICATI	73.05
			MAY 18 MONTHLY FEES	97.00
		UMB BANK NA	GV WW & SS RFDG SRS 2013 A	159.00
		KLEINSCHMIDTS WESTERN STORE	DZEKUNSKAS WORK BOOTS	47.98
		MOLLE CHEVROLET INC	SENSOR	23.32
			TOTAL:	2,507.37
SEWER	WATER/SEWER FUND	A&A ELECTRICAL INC	INSTALL CIRCUIT AND OUTLET	57.06
		AAA DISPOSAL SERVICE INC	APRIL 18 FACILITIES MAINT	62.75
		CITY OF BLUE SPRINGS	1ST QTR SEWER USAGE JAN-MA	117,748.47
		FELDMANS FARM & HOME	FARM CLEVIS/CABLE CLAMPS	18.10
			STRAIGHT CLEVIS/CABLE CLAM	14.98
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	18.35
		ADVANCE AUTO PARTS	HOOK LOOP TAPE	3.16
			POWER STEERING	131.60
			SPARK PLUG/OIL 10W30	41.92
			OIL FILTER	5.58
			AIR 1 EA CQBLU	32.18
			PWR STEERING	145.30
			SERP BELT-POLY	12.02
		VANCO SERVICES LLC	APR 18 GATEWAY ES20605	72.89
		OFFICE DEPOT	SHARPIES/MARKERS/PAPER	11.24
			CARDHOLDER	13.19
		EQUIPMENT TECHNOLOGY LLC	INSPECTION	146.00
		RED MUNICIPAL AND INDUSTRIAL EQUIPMENT	POLE ASSY, RETRIEVA, DOWNH	209.71
		OREILLY AUTOMOTIVE INC	BATTERY	101.58
			BATTERY	253.94
			14OZ BRAKE CLEANER/PLASTIC	16.57
			HYD FILTER	2.77
		ORKIN	12/18/2017 SERVICE	11.42
			04/23/18 SERVICE	21.85
		BLUE SPRINGS WINWATER CO	12) AT-1-H CARBIDE TIP HOL	187.20
		CONTINENTAL RESEARCH CORP	GUARD/PATCH	163.89
		GOODYEAR COMMERCIAL TIRE	FLAT REPAIR - MRT - LOOSE	21.25
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	43.00
			PW/WOLTZ UNIFORMS	43.00
			PW/ WOLTZ UNIFORMS	43.00
		TYLER TECHNOLOGIES INC	UTILITY BILLING NOTIFICATI	73.05
			MAY 18 MONTHLY FEES	97.00
		UMB BANK NA	GV WW & SS RFDG SRS 2013 A	159.00
		KLEINSCHMIDTS WESTERN STORE	DZEKUNSKAS WORK BOOTS	47.98
		MOLLE CHEVROLET INC	SENSOR	23.32
			TOTAL:	119,989.96

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
===== FUND TOTALS =====				
	100	GENERAL FUND		175,118.21
	200	PARK FUND		55,731.40
	210	TRANSPORTATION		20,570.08
	295	2011 GO BONDS		2,131.00
	302	MKTPL TIF-PR#2 SPEC ALLOC		19,891.53
	321	MKT PL CID-PR2 SALES/USE		10,134.03
	323	MKT PL CID-PROJECT #3		846.25
	600	WATER/SEWER FUND		195,092.97

		GRAND TOTAL:		479,515.47

TOTAL PAGES: 15

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 4/14/2018 THRU 5/04/2018
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM: YES

Ordinances

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**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	05/14/18	
BILL NUMBER	B18-08	
AGENDA TITLE	AN ORDINANCE AMENDING CHAPTER 700 OF THE CODE OF ORDINANCES OF THE CITY OF GRAIN VALLEY, MISSOURI, PERTAINING TO THE BANNING OF LEAD IN THE PUBLIC DRINKING WATER SYSTEM	
REQUESTING DEPARTMENT	Community Development	
PRESENTER	Rick Arroyo, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available:	Not Applicable
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide safety measures which protect residents from lead contamination	
BACKGROUND	After an annual inspection with Missouri Department of Natural Resources it was discovered that the definition of "lead-free" needed to be updated in the Code of Ordinances	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	None	
BOARD OR COMMISSION RECOMMENDATION	None	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	

REFERENCE DOCUMENTS ATTACHED	Ordinance
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**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B18-08

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

INTRODUCED BY:
ALDERMAN TOTTON

**AN ORDINANCE AMENDING CHAPTER 700 OF THE CODE OF
ORDINANCES OF THE CITY OF GRAIN VALLEY, MISSOURI, PERTAINING TO THE
BANNING OF LEAD IN THE PUBLIC DRINKING WATER SYSTEM**

WHEREAS, it is the desire of the City to protect City residents from lead contamination in the City's public drinking water system and their own private plumbing systems; and

WHEREAS, banning the use of lead materials in the public drinking water system and private plumbing connected to the public drinking water system is necessary to achieve safety; and

WHEREAS, the Board of Aldermen of the City of the City of Grain Valley has determined it to be in the best interest of the citizens of the City to amend Chapter 700 to reflect changes to Section 700.120 Lead Ban Policy

NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

CHAPTER 700: Water Article II. Lead Ban Policy

A. General Policy.

1. *Purpose.* The purpose of this Section is:

a. To ban the use of lead materials in the public drinking water system and private plumbing connected to the public drinking water system; and

b. To protect City residents from lead contamination in the City's public drinking water system and their own private plumbing systems.

2. *Application.* This Section shall apply to all premises served by the public drinking water system of the City of Grain Valley.

3. *Policy.*

a. This Section will be reasonably interpreted by the water purveyor. It is the purveyor's intent to ban the use of lead based material in the construction or modification of the City's drinking water system or private plumbing connected to the City system. The cooperation of all consumers is required to implement the lead ban.

b. If, in the judgment of the water purveyor or his/her authorized representative, lead based materials have been used in new construction or modifications after February 1, 1998, due notice shall be given to the consumer. The consumer shall immediately

comply by having the lead based materials removed from the plumbing system and replaced with lead free materials. If the lead based materials are not removed from the plumbing system, the water purveyor shall have the right to discontinue water service to the premises.

B. *Definitions.* The following definitions shall apply in the interpretation and enforcement of this Section:

CONSUMER

The owner or person in control of any premises supplied by or in any manner connected to a public water system.

LEAD BASED MATERIALS

Any material containing lead in excess of the quantities specified in this Subsection, see definition of "*LEAD-FREE*".

LEAD FREE

Means

1. When used with respect to solder and flux, refers to solders and flux containing not more than two tenths of one percent (0.2%) lead; and
2. When used with respect to pipes and pipe fittings, refers to pipes and pipe fittings containing not more than eight percent (.25%) lead.

PUBLIC DRINKING WATER SYSTEM

Any publicly or privately owned water system supplying water to the general public which is satisfactory for drinking, culinary and domestic purposes and meets the requirements of the Missouri Department of Natural Resources.

WATER PURVEYOR

The owner, operator or individual in responsible charge of a public water system.

C. *Lead Banned From Drinking Water Plumbing.*

1. No water service connection shall be installed or maintained to any premises where lead based materials were used in new construction or modifications of the drinking water plumbing after February 1, 1998.
2. If a premises is found to be in violation of Subsection (C)(1) herein, water service shall be discontinued until such time that the drinking water plumbing is lead free.

Read two times and PASSED by the Board of Aldermen this _____ day of _____, 2018, the aye and nay votes being recorded as follows:

ALDERMAN BAMMAN _____
ALDERMAN HEADLEY _____
ALDERMAN TOTTON _____

ALDERMAN COLEMAN _____
ALDERMAN STRATTON _____
ALDERMAN WEST _____

MAYOR _____
(in the event of a tie only)

Approved as to form:

Jim Cook
City Attorney

Mike Todd
Mayor

ATTEST:

Theresa Osenbaugh
City Clerk

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Resolutions

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**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	05/14/2018	
BILL NUMBER	R18-20	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH SPRINGSTED, INC. FOR A CLASSIFICATION, COMPENSATION AND BENEFIT STUDY	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ryan Hunt, City Administrator	
FISCAL INFORMATION	Cost as recommended:	\$17,800
	Budget Line Item:	100-07-72000 (50%) 200-22-72000 (10%) 210-55-72000 (10%) 600-60-72000 (15%) 600-65-72000 (15%)
	Balance Available:	\$20,000
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To approve an agreement with Springsted, Inc. to provide job classification, compensation and benefit study services	
BACKGROUND	Throughout the last several years there have been several changes in position classifications and compensation schedule adjustments. In addition, there is growing concern that Grain Valley may not be appropriately placed in the market. As such, there is a need to have the entire job Classification, Compensation plan and Benefits reviewed by an outside professional consultant.	

SPECIAL NOTES	Three proposals were received. Springsted, Inc. \$17,800 Paypoint HR \$30,000 Newport Group \$35,810
ANALYSIS	None
PUBLIC INFORMATION PROCESS	RFP #2018-03 was advertised in the Examiner on April 7, 2018
BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution & Springsted RFP

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**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

RESOLUTION NUMBER
R18-20

SPONSORED BY
ALDERMAN WEST

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN
VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER
INTO AN AGREEMENT WITH SPRINGSTED, INC. FOR A CLASSIFICATION,
COMPENSATION AND BENEFIT STUDY**

WHEREAS, the City of Grain Valley deems it necessary to have an existing job classification, compensation and benefit study for the guidance and future planning of positions, salary and benefit package; and

WHEREAS, the Board of Aldermen understands the importance of planning for current and future employment needs; and

WHEREAS, Springsted, Inc. has the experience and resources necessary to provide the City with a document to guide future planning.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

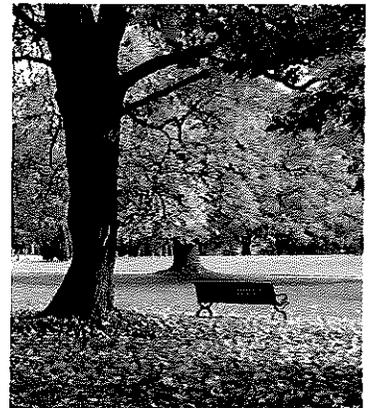
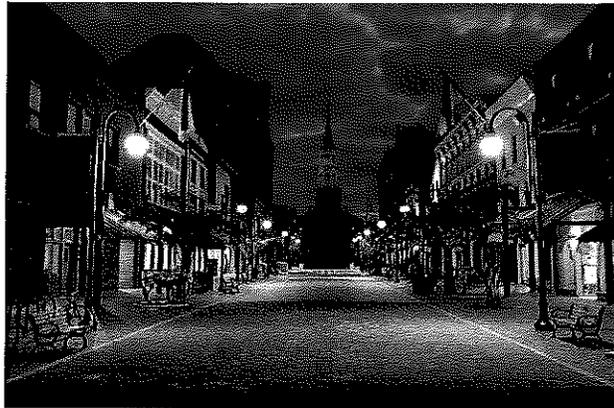
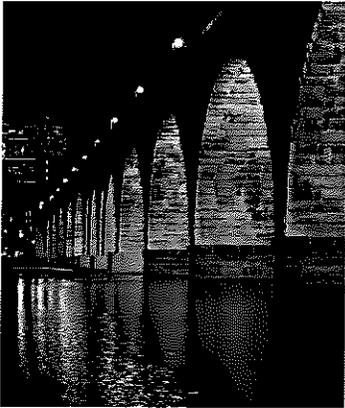
SECTION 1: The City Administrator is hereby authorized to enter into an agreement with Springsted, Inc for professional services to review all position classifications, analyze fringe benefits and create an updated compensation plan based on the findings of said review.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2018.

Mike Todd
Mayor

ATTEST:

Theresa Osenbaugh
City Clerk



Proposal

City of Grain Valley, Missouri

Proposal to Provide a Classification, Compensation and Benefits Study, RFP 2018-03

April 30, 2018

Springsted Human Capital Advisors
9229 Ward Parkway, Suite 104
Kansas City, Missouri 64114-3311

Julie Urell, Assistant Vice President
jurell@springsted.com
651-223-3041





CITY OF GRAIN VALLEY

711 MAIN ST.
GRAIN VALLEY, MO 64029
816-847-6292 Phone 816-847-6202 Fax

**2018 REQUEST FOR PROPOSALS FOR CLASSIFICATION, COMPENSATION AND
BENEFIT STUDY
RFP #2018-03**

The City of Grain valley and will accept sealed proposals from qualified firms interested in providing the following:

**SIX (6) SIGNED COPIES
MUST BE RECEIVED BY:
3:00 P.M. April 30, 2018**

**PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL – PROPOSAL-CLASSIFICATION,
COMPENSATION AND BENEFIT STUDY 2018" AND SEND IT TO:**

**City of Grain Valley
Attention: Khalilah Holland, Executive Administrative Assistant
711 Main St.
Grain Valley, Missouri 64029
816-847-6292**

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(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.

Springsted Human Capital Advisors

Company Name

9229 Ward Parkway, Suite 104

Address

Kansas City, Missouri 64114-3311

City/State/Zip

(651) 223-3041

(816) 333-6899

Telephone #

Fax #

jurell@springsted.com

E-mail

Authorized Person (Print)

Julie A. Wren

Signature

Assistant Vice President

Title

April 26, 2018

Date

47-1064404

Tax ID #

Corporation

Entity Type

STATE OF MISSOURI Minnesota
CITY/COUNTY OF Washington

Bonnie C. Matson

_____ being first duly sworn, deposes and says that he is

Principal

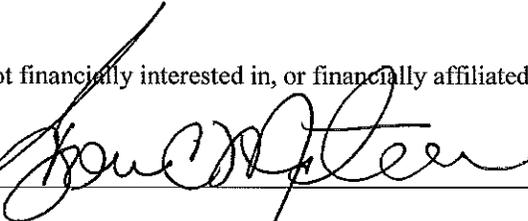
_____ Title of Person Signing

of Springsted Human Capital Advisors

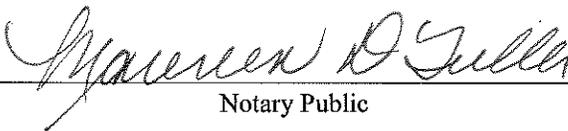
_____ Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY 
BY Bonnie C. Matson
BY Principal

SWORN to before me this 26th day of April 20 18.


Notary Public

My Commission Expires 1/31/2020



GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Grain Valley, MO

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Mission Statement

The Springsted Group provides high quality, independent financial and management advisory services to public and non-profit organizations, and works with them in the long-term process of building their communities on a fiscally sound and well-managed basis.



Springsted Incorporated
9229 Ward Parkway, Suite 104
Kansas City, MO 64114

Tel: 816.333.7200
Fax: 816.333.7299
www.springsted.com

COVER LETTER

April 30, 2018

Ms. Khalilah Holland
Executive Administrative Assistant
City of Grain Valley
711 Main Street
Grain Valley, Missouri 64029

**Re: Request for Proposal to Provide a Classification, Compensation and Benefits Study,
RFP 2018-03**

Dear Ms. Holland:

In accordance with the City of Grain Valley's request for proposals, Springsted Human Capital Advisors is pleased to submit our qualifications to conduct a classification, compensation and benefits study and other related services.

Our firm has assisted numerous jurisdictions throughout the United States in addressing human resources and compensation issues, as well as performing specialized management studies. We have created an extensive management consulting services practice that provides in-depth study and analysis on a variety of management topics. Springsted has the staff, capabilities and experience required for the study the City has outlined.

Springsted has a successful track record working with public sector organizations in Missouri on their classification and compensation needs. In the past few years we have completed projects for Saint Joseph, Daniel Boone Regional Library, St. Charles City-County Library District, and Richmond Heights, and Lee's Summit, and we are currently working on completing a project for Branson.

Included in this proposal are the qualifications of our firm, a detailed scope of services, our study methodology and a list of client references. The project time frame is also provided, along with the resumes of the consulting team.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Julie A. Urell", is written over a large, loopy scribble.

Julie A. Urell, Assistant Vice President
Consultant

sml

A. References

The Springsted Group is an umbrella of three companies: Springsted Incorporated, Springsted Investment Advisors and Springsted | Waters. This structure was created to both delineate our service areas and to ensure compliance with new federal regulatory requirements. Springsted Incorporated (SI) provides Municipal Advisor and Human Capital and Organizational Consulting Services. Springsted Investment Advisors (SIA) provides Municipal Investment Advisor Services. Springsted | Waters (S|W) provides Executive Recruitment Services.

Springsted is one of the largest and longest established independent public sector advisory firms in the United States. For over 60 years, we have continually grown in the range of our client relationships, the comprehensiveness of our services and our prominence within the industry. Our managed growth is focused on providing clients with a balance of national perspective and local expertise.

Springsted is a privately held corporation and a women-owned business. Our headquarters are located in Saint Paul, Minnesota, with offices strategically located throughout the United States. Specifically, our regional offices include Milwaukee, Wisconsin; Des Moines, Iowa; Kansas City, Missouri; Richmond, Virginia; Denver, Colorado and Dallas, Texas. Saint Paul has been our corporate home since the firm first opened its doors in the early 1950s.

Currently, we have a staff of more than 70 professionals, including client representatives, consultants, analytical professionals and support personnel. Our size provides both subject matter expertise and contingency in the case of unforeseen circumstances.

Public entities are under a great amount of pressure to deliver high quality services in a fiscally constrained environment. Traditional methods and means don't necessarily work anymore and this scenario is not likely to change at any time in the future. To that end, elected officials and public administrators are under pressure to employ new and innovative solutions that require progressive leadership, creative partnerships, cautious risk taking and an investment in their personnel and organizational foundation. Success in the public sector is hard to define, but those public entities that enhance and enrich their people, their process and their systems are more likely to deliver more value by maximizing the use of public resources, thus achieving more success in the marketplace of public opinion.

Springsted's staff has been advising our clients in organizational development for over 25 years. We have a strong staff with direct experience in managing and leading local city and county governments. Our team of professionals brings practical, realistic and creative solutions to the challenges faced by public entities.

Our Human Resource focus is in the area of position classification, compensation and performance evaluation. Our work is competitive, current, court tested and copyrighted to deliver pragmatic outcomes. Our Organizational Management focus ranges from executive recruitment, group facilitation, strategic planning, budget analysis, resource sharing and building collaborations to organizational improvement and efficiency studies.

The following references will attest to Springsted's ability to leverage our proven classification and compensation methodologies, tailor them to fit specific needs and concerns, and provide actionable implementation plans that consider the current and future financial situation of our clients.

City of Lee's Summit, Missouri

Ms. Jackie McCormick Heanue, *Director of Human Resources*

816-969-1403

Jackie.McCormickHeanue@cityofls.net

Project: 2017 Comprehensive classification and compensation study

Consultant: TL Cox

City of Richmond Heights, Missouri

Ms. Pam Hylton, *Assistant City Manager*

314-655-3501

phylton@richmondheights.org

Project: 2016 Comprehensive classification and compensation study

Consultant: TL Cox

City of Cambridge, Minnesota

Ms. Linda Woulfe, *City Administrator*

763-552-3260

lwoulfe@ci.cambridge.mn.us

Project: 2017 Classification and Compensation Study

Consultant: Julie Urell

Grant County, Minnesota

Ms. Ashley Hokanson, *Human Resources Director*

218-685-8323

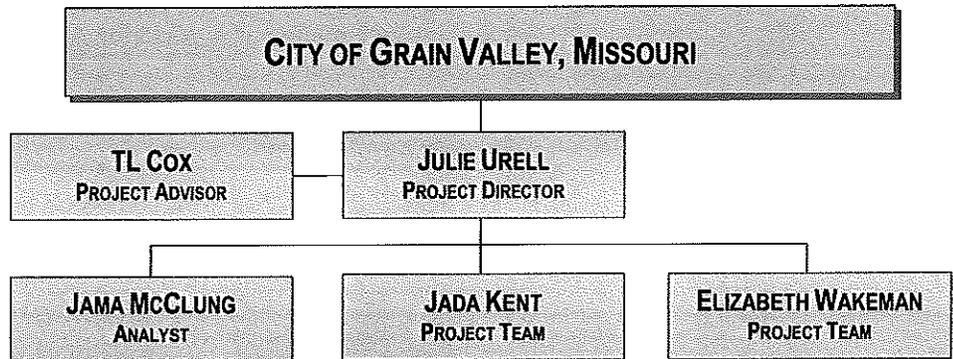
ashley.hokanson@co.grant.mn.us

Project: 2016 Employee Classification and Compensation Study & on-going HR Services

Consultant: Julie Urell

B. Assigned Personnel

The project team will consist of four primary members with extensive experience serving local governments.



Julie Urell, Assistant Vice President and Consultant (**Project Lead**)

Office: 651-223-3041

Fax 651-223-3002

jurell@springsted.com



Ms. Julie Urell has served in senior manager, director and consulting human resources roles for non-profit, affordable housing and global manufacturing organizations. In these capacities, she has direct application experience as well as tactical and strategic insight across a variety of human resources functions. Areas of interest and specialization include employment practices and benefit/retirement

plan development and compliance, human resource systems optimization and deployment and classification and compensation systems. Ms. Urell holds a Master of Business Administration from the University of St. Thomas and a bachelor's degree in human resources management from the University of Iowa. She previously served as Board Director - Website Development for Leading Edge Human Resources Network (LEHRN), a regional HR information systems organization. She also is a certified Senior Professional, Human Resources with the Human Resource Certification Institute (HRCI) and is a Senior Certified Professional with the Society for Human Resource Management (SHRM).

T.L. Cox

Executive Vice President and Consultant



Mr. TL Cox is an executive vice president and consultant with an extensive background in classification and compensation, information technology, program/project management, procurement, process re-engineering and organizational transformation. Mr. Cox previously served the roles of Chief Information Officer (CIO), Director of Consulting Services and Solutions, Program Manager and

Systems Administrator / Analyst for various public and private organizations. As Director of Consulting Services and Solutions for a nationally recognized

HR Consulting firm, Mr. Cox completed classification and compensation studies for cities, counties, special districts, non-profit organizations and institutions of higher education. Additionally, he directed the company's total compensation solutions, pay structure design and modification platforms and online salary and benefit surveys for various municipalities as well as national and state municipal associations.

Jada Kent

Project Manager



Ms. Jada Kent is a Project Manager with a background in public sector human resources and previously worked as a Project Manager for Springsted | Waters. Prior to joining Springsted, Ms. Kent served in both the Army and the Air Force National Guard, respectively, as a Public Affairs Specialist. Ms. Kent completed Bachelor of Arts degree in U.S. History, with a minor in Political Science from the University of North Texas. As an undergrad, she represented UNT in Moot Court competition and was the recipient of multiple oral litigation awards. Ms. Kent also completed a Master of Arts in Public Administration from the University of Texas at Dallas where she focused on Human Resources Management and Government Financial Management.

Jama McClung

Analyst



Ms. Jama McClung joined Springsted's Management Consulting Group in 2010 supporting Mid-Atlantic executive recruitment work. Her specialty focus is classification and compensation studies, performance evaluations and benefits review. Ms. McClung has performed prior consulting support work as a Capital Project Assistant for healthcare IT financial system conversions and IT infrastructure upgrades, and has served as a Public Finance Assistant supporting senior living and healthcare public finance bankers. She attended Glenville State College and is currently completing course work towards a Bachelor's degree in Business Administration.

Elizabeth Wakeman

Analyst



Ms. Elizabeth Wakeman joined Springsted's Human Capital Advisors Group in January 2018 as a Compensation Analyst. Her specialty focus is classification and compensation studies. Ms. Wakeman has several years' experience in the private sector across a broad spectrum of organizations, including family-owned firms, third-party administrator firms and larger corporate organizations.

Ms. Wakeman has held the titles of Benefits Administrator, Retirement Plan

Administrator, and Payroll Specialist, and most recently, helped a private sector company create its first formal classification and compensation system. She holds a Bachelor's Degree in Business Administration from the University of Wisconsin – River Falls.

Full Project Team Resumes can be found in Appendix I.

C. Approach to Development of the System

Delineated on the following pages is the proposed project approach and study methodology. The scope of services, tasks and staffing necessary to complete this project successfully are discussed in subsequent sections of this proposal. The project approach was developed to include significant employee involvement and is subject to adjustment if it is determined that more employee involvement is necessary or desirable.

1. Project Initiation – Data Collection

The Springsted Project Director will meet with the Project Liaison and key leadership staff to establish working relationships and to finalize a comprehensive work plan and timetable. All current classification, compensation and benefit data will be assembled and evaluated to determine the status of existing human resource management programs and to identify apparent issues and opportunities.

The purposes of the meeting are to:

1. Introduce the Project Director
2. Discuss the background and experience of Springsted Incorporated and the consulting team
3. Discuss, in detail, the methodology to be used in conducting the study, the role of the consultant and the employees and the amount and type of employee participation
4. Ascertain the major issues the City wants the study to address
5. Review the project schedule and determine significant milestones
6. Determine the frequency and content of status reports
7. Discuss methods of communicating the status of the study to employees
8. Discuss how information and data about each employee's job will be obtained
9. Review Springsted's copyrighted *Systematic Analysis and Factor Evaluation* (SAFE®) system of job evaluation

After meeting with the Project Liaison and other stakeholders, it is proposed that individual interviews be conducted with each department director to review organizational structure, mission, goals and objectives and to determine what challenges, if any, they are experiencing with the existing classification and compensation system.

Springsted is sensitive to the human relations aspects of studies of this type. In accordance with this sensitivity, the consulting team proposes that they conduct orientation and information sessions for all employees, including department directors and supervisors, to discuss the project objectives and procedures. During the meeting the consultant team will review and explain the use of

Position Analysis Questionnaires (provided by Springsted), schedule their distribution, and discuss the collection, review and verification process. During these sessions, questions will be answered and comments and suggestions solicited.

2. Development of Classification System

Development of the classification system begins with the distribution of *Position Analysis Questionnaires* (PAQs) to employees. The questionnaire allows employees to describe their job duties, responsibilities and essential functions in detail. The questionnaire also provides an opportunity for each employee's supervisor to review and comment on the data supplied by the employee and provide specific comments concerning various job factors that affect the position.

Springsted has developed an innovative and proprietary *online* PAQ. Any employee who is comfortable using a smartphone, tablet or computer will find the online instrument very user-friendly and efficient. We find most organizations have at least 95% of their workforce positioned to utilize the online PAQ, and its use adds great value and efficiency to our studies. For a small subsection of employees, we can accommodate handwritten hardcopies (forwarded electronically) when necessary.

Upon receipt of the PAQ data, the consulting team will review and analyze the content of all questionnaires and make preliminary classification decisions. Any questionnaires that require clarification and/or verification will be noted and the consulting team will determine if it is necessary and appropriate to conduct individual telephone job audits and interviews with select employees, to ensure our complete understanding of each position.

Based on the information collected through the PAQs and any job audits, a consistent program of job classification will be developed. This will include the assignment of each employee to the appropriate class with respect to duties and responsibilities, skills and abilities, and minimum education and experience requirements. Springsted will use of the organization's existing up-to-date job descriptions in the study process.

The consulting team will consolidate specific job classes, where appropriate, in order to significantly reduce the number of job titles and job descriptions. Consolidating job titles and descriptions will facilitate efficient administration of the classification plan.

3. Review of Preliminary Classifications and Class Description Terminology

The consulting team will perform a compliance review of existing updated job descriptions and make high level change recommendations. Detailed job description revisions will not be performed. Our pricing level assumes that City administrative staff will insert job evaluation system terminology provided by Springsted into existing job descriptions (at the City's option), as well as narrative automatically generated by our system for certain aspects of the job description, such as minimum physical requirements.

4. Job Evaluation and Development of Pay Plan

Upon receipt of the completed *PAQs*, the consulting team will review and conduct a task analysis of the content of all questionnaires and make preliminary classification decisions. This will be used to develop a consistent program of job classification. The consulting team will attempt to consolidate classifications where feasible, in order to facilitate plan administration.

Springsted has developed and copyrighted a job evaluation system known as the Systematic Analysis and Factor Evaluation (SAFE®). It is important to note that the Systematic Analysis and Factor Evaluation system is a unique method of job evaluation. The SAFE® system was designed to measure job factors that apply specifically to public sector organizations.

The system rates and ranks jobs based on skill levels and work factors. The result is an equitable and consistent method of evaluating jobs and relating classes to the compensation plan. The system facilitates proper and equitable cross comparisons between and among classes and minimizes the appearance of favoritism in evaluating, rating and ranking jobs.

Each position, or group of positions, will be evaluated and assigned to an appropriate grade based on the classification system. The elements considered in determining the relative value of classifications are:

- Training and Ability
- Level of Work
- Physical Demands
- Independence of Actions
- Supervision Exercised
- Experience Required
- Human Relations Skills
- Working Conditions/Hazards
- Impact on End Results

The purpose of Springsted's SAFE® job evaluation process is to establish the relative internal value of positions using a quantifiable, objective process. This is what enables Grain Valley to a) ensure consistency and fairness in the assignment of positions to the appropriate pay grades and b) defensibly allocate positions for which comparable matches do not exist in the market or that were not identified as benchmark jobs.

Our experience has shown that this is one area where Springsted's recommended methodology differs significantly from that of our competitors and would be pleased to discuss with the City why we believe our approach to be a superior choice.

5. Salary, Benefits and Pay Practices Survey and Development of Pay Plan

In order to determine appropriate salary levels of positions in the workforce, Springsted will conduct a salary, benefits, and pay practices survey to compare City positions with analogous positions in the City's competitive market. There may be different labor markets for different positions. Some positions are recruited from the local area, while others may be recruited regionally and/or nationally. Our prior experience in comparable initiatives, particularly

our strong knowledge of the Missouri market, provides us a strong understanding of the challenges each organization faces in the recruitment, retention and continuous motivation of qualified employees, though the consulting team will work closely with the staff in determining the appropriate sources for survey data, including to what extent data from published sources may be included in the analysis.

Appropriate benchmark positions will be identified to be included in the survey. It is proposed that the benchmark positions be selected according to the following criteria:

- Encompass the full range of positions in the study
- Pertain to positions that are experiencing a high rate of turnover
- Relate to a review of requests for reclassifications
- Conform to information obtained from discussions with department directors

Based on the wage data analysis and the classification system developed, Springsted will develop an appropriate salary schedule. It will reflect the final alignment of positions as determined through the SAFE® evaluation, the market data collected, and the City's policy decisions and compensation philosophy.

6. Implementation Strategy and Staff Training

At the conclusion of the study, Springsted will work with City staff to develop a plan for implementing the study recommendations. The plan will coincide with the needs of the City and the employees, while maintaining the City's financial integrity. Springsted will train members of the staff as to the methodology used to develop, maintain and update the classification and pay plan. The web-based training program will include the development and/or revision of class descriptions along with rating, ranking and salary grade assignments of positions. Instruction manuals pertaining to the job evaluation system will be prepared and presented. The Springsted team will remain available to the staff for additional consultation after the study has been completed.

7. Final Report

The final report will be a document that contains the following:

- Detailed study methodology
- Discussion of the consulting team's findings, conclusions and recommendations regarding employee classification, salary structure, compensation plan, estimated cost and implementation plan
- Schematic list of classes and the assignment of each class to a salary grade
- A Salary Survey Summary
- Job evaluation factor analysis for each position

A manual on the use of the SAFE® job evaluation system will be provided.

D. Approach to Employee Involvement

The following approaches and philosophies guide our classification and compensation study engagements:

- Success in a classification and compensation review requires meaningful employee involvement and transparency. The initiation phase provides an opportunity for City's leadership to get "on the same page" regarding the study and these employee sessions allow everyone from mid-level management to frontline employees the opportunity to learn about the project. Immediately following the initial planning meetings, Springsted will conduct informative presentations for employees that will explain the engagement: what is included, what is not included and the approach that will be taken to achieve the desired deliverables. Engaged ambassadors are created at this stage - employees who build confidence in the process at all levels in the organization.
- As classification and compensation systems are a fundamental aspect of all other human capital / human resources (HR) programs, it is essential that they be strategically structured to achieve the City's HR and operational goals.
- Position classification should be a fair, objective process. The assignment of positions into pay grades should be based on a quantifiable system of job evaluation. We therefore recommend the use of our proprietary, legally-validated system of classifying positions (SAFE®).
- Compensation surveys should include relevant benchmark organizations. Who does the City compete with for talent? Are the demographic characteristics similar? Is there consistency in the services provided? What is the appropriate competitive position?

Adhering to these principles will ensure the City of Grain Valley conducts a study that meets its stated goals and best practices, is defensible and faces the least resistance during and after implementation.

E. Timeline

Springsted takes pride in meeting its time commitments. The schedule to commence this project coincides with Springsted's completion of other studies. This will ensure that the proposed staff members will be available to concentrate on this study. Springsted is prepared to initiate the study within 10 days after receiving the official notice to proceed and will complete the study within an approximately 6-month window following study initiation, contingent upon the City's timely completion of its assigned tasks.

We understand that the City desires to complete this study much more quickly. Our experience has shown that such a schedule is far too aggressive for a comprehensive project that includes: the implementation of a compensation philosophy; significant employee input; and a custom salary, benefits, and pay practices survey. Springsted, therefore, is prepared to complete the study as discussed above. We would strongly encourage the City to re-evaluate its schedule and, furthermore, to verify with its peer organizations (or perhaps through the reference check process) the timelines experienced by comparable agencies for similar scopes of work.

F. Scope of Services

Springsted has reviewed the Scope of Services Requested within the City's Request for Proposal and will conduct a comprehensive classification and compensation study and analysis for the City's approximately 46 job classes. Springsted will assist the City in the review and analysis of the current job classification and compensation systems; utilize a custom Total Compensation Survey to ascertain market position; evaluate internal equity and make recommendations for improvements to the existing system or development of a new system; and ensure the system meets the goals established by the City and can be maintained by the City of Grain Valley. The City can be assured the proposed system will be understandable and explainable to administration, elected officials, employees and citizens. The system will allow the City to recruit and retain talented, qualified employees and will be competitive with comparable organizations. Springsted's proposed system will provide the following value to the City:

- Establish fair and equitable compensation relationships between positions within the City.
- Reflect relevant market conditions outside the organization.
- Apply to all City positions professionally, consistently and objectively.
- Include employee input and participation as an integral part of the study process.
- Provide a strategic plan for implementation and ongoing maintenance in accordance with best practices.

Springsted has otherwise detailed the services to be provided in Section C of this proposal, which are consistent with Section II Scope of Work in the RFP. We have noted an exception to the RFP's 90-day period of performance in Section E of this proposal.

The manner in which we approach a project takes into consideration two key variables: *process credibility* and *outcome credibility*. Process credibility is the realization to all involved - in particular the staff - that the methodology used is credible, reasonable and fair to all concerned. In addition, the information and communication must be transparent, honest and timely. Outcome credibility is the realization that the information and data used to develop the findings and conclusions is comprehensive, complete and applied consistently and appropriately without bias or preference to any particular person, persons or individual agenda. If these two objectives are realized, the recommendations, outcomes and future implementation are based on a strong foundation. This distinction is unique in our business and is a contributing factor to the strength of the Springsted team. In the context of these credibility objectives, the City can be assured Springsted's findings will represent a thorough and complete understanding of all positions.

Springsted has been providing classification, compensation and benefits consulting services for approximately 25 years. During that time, we have developed significant and specialized expertise in performing classification and compensation studies consistent with the scope of services requested by the City of Grain Valley. Our clients range from those who have as few as five employees to those who have over 3,000 employees. We have completed hundreds of similar classification and compensation studies nationally in the last five year period.

Springsted works specifically for local government entities including villages, cities, counties, towns, public agencies and some non-profit organizations. The project team for this study has significant experience working on similar projects throughout the United States. The lead consultant and Project Director for this study, Julie Urell, has been conducting comparable compensation studies for six years, leveraged by an HR leadership background spanning over 20 years. Julie and her colleagues bring practical, realistic and creative solutions to the challenges faced by public entities just like the City of Grain Valley.

G. Additional Services and/or Reimbursable Costs

Section I. Cost Estimates includes information related to proposed scope of project, lump sum professional fee estimate for the referenced scope, an estimate for out-of-pocket expenses (the PAQ vendor fee is \$1,250) and standard hourly fees for additional work.

H. Lump Sum Fee Protection

Section I. Cost Estimates includes information related to the proposed scope of project and a lump sum professional “not to exceed” fee estimate for the referenced scope.

I. Cost Estimates

Professional Fee

Springsted Incorporated will perform all the tasks delineated as described in this proposal for a professional fee not to exceed \$17,800. This fee includes approximately 70 employees who are classified in approximately 46 job classifications.

Project costs are itemized in the following schedule:

Process Step	Hours	Fee	Cumulative Percentage Invoiced
<u>Completion of Project Initiation (Kick Off)</u> Assumes: <ul style="list-style-type: none"> One on-site visit Two (2) employee orientation meetings including online PAQ demo One (1) Project Team meeting Up to five (5) individual Department Head meetings 	8	\$1,600	9%
<u>Classification Analysis and Job Evaluation</u> Assumes: <ul style="list-style-type: none"> Minimum 95% online PAQ participation rate Internal equity analysis using the SAFE® System The City's existing, updated job descriptions will be utilized Client/employee-requested job audits or appeals¹ fall under Additional Work 	40	\$8,000	54%
<u>External Market Comparison</u> Assumes: <ul style="list-style-type: none"> Custom Total Compensation Survey for approximately forty-six (46) benchmark positions, from a maximum of fifteen (15) peer group employers Includes subscription-based private sector data source if appropriate (ERI) 	25	\$5,000	82%
<u>Compensation System Development</u> Assumes: <ul style="list-style-type: none"> Up to three (3) standard implementation options Recommended grade assignments for each job class One (1) electronic draft final report 	10	\$2,000	93%
<u>Presentation of Study Findings and Final Report</u> Assumes: <ul style="list-style-type: none"> One (1) on-site visit and presentation to City Council and/or Project Team One (1) final report Web-based SAFE® System training and materials 	6	\$1,200	100%
Total Not-To-Exceed Professional Fee Estimate	89	\$17,800	

As indicated above, it is anticipated that the project will take approximately 89 hours to complete, allocated between consultants, project managers, analysts and administrative professionals.

Out-of-Pocket Expenses

Springsted would charge the City of Grain Valley, at cost, for actual out-of-pocket expenses. Out-of-pocket expenses include, but are not limited to, travel

¹ Springsted has a standard appeals procedure available. Because the number of appeals is unknown, this item is generally included at an hourly rate.

and sustenance, overnight or messenger deliveries, conference calling beyond our internal capabilities, online PAQ vendor fees, photocopying and mailing costs. Direct out-of-pocket expenses are not expected to exceed \$1,900 for the project.

Additional Work

Should the City of Grain Valley request and authorize additional work, we would invoice the City at an agreed upon fee or our standard hourly fees. Additional customized implementation options will be billed at a \$160/hour. In addition, we would charge, at cost, for any related out-of-pocket expenses

Title	Hourly Rate
Principal & Senior Officer	\$260
Senior Professional Staff	\$215
Professional Staff	\$160
HR Analyst/Project Coordinator	\$100
Associates	\$75

Additional work would include work outside the scope of services as agreed to including, but not limited to:

- Detailed position description creation or revision
- Job audits, interviews or appeals requested by the City
- Additional on-site meetings
- Additional reports
- Work related to a special request

Pricing Note

Our experience has shown that the greatest risk in a study of this nature is the City’s ability to conduct an “apples to apples” comparison of the services recommended by different vendors. This is especially true for procurements where such a significant portion of the evaluation criteria is pricing. For example, various job evaluation / classification approaches, from the “slotting” of positions based on perceived internal equity considerations (whole job), to the development and implementation of quantifiable systems of job evaluation (which Springsted has included with our SAFE® process), have been used successfully in local government. The City, therefore, will no doubt be faced with the challenge of evaluating the various proposed methodologies, fee structures and timelines received as part of your procurement process.

Springsted’s staff has an understanding of the impact these differences have on project deliverables and would welcome the opportunity to discuss the advantages and disadvantages of each approach so the City can make an informed decision for this study. Finally, if Springsted is identified as the most responsive provider, but our professional fees or timeline exceed those of other submittals, we would be pleased to review the competing scope of services and prepare a best and final offer relative to those modified deliverable expectations.

APPENDIX I
Project Team Resumes

Julie A. Urell
SPHR, SHRM-SCP
Assistant Vice President
Consultant

As Assistant Vice President and Consultant with the Human Capital Advisors Group, Julie Urell provides project leadership, oversight and consultancy in a number of service areas including compliance and policy, organizational management and compensation and classification plans. Her experience creates additional opportunities to assist clients in areas such as employee relations, complex investigations, Affirmative Action/EEO compliance, benefit plan design and HR technology efficiencies. Prior to joining Springsted, Ms. Urell directed the human resources and diversity compliance function for a 6,000-unit affordable housing provider, and has provided compliance and policy consulting services in the global corporate sector.

Since joining Springsted in 2012, Ms. Urell has provided project and consulting services for clients in Minnesota, Kansas, Wisconsin, Illinois, New Jersey, North Carolina, North Dakota, Virginia and Missouri.

Education

University of St. Thomas, Saint Paul, Minnesota

Master of Business Administration

University of Iowa, Iowa City, Iowa

Bachelor of Business Administration - Management Sciences, Industrial Relations and Human Resources

Professional Affiliations

Society for Human Resource Management

Human Resource Certification Institute

Board of Directors, Leading Edge Human Resources Network – affiliate of the International Association for Human Resource Information Management

International Public Management Association in Human Resources (IPMA)

Professional Certifications

Senior Professional, Human Resources - HRCI

Senior Certified Professional - SHRM

T.L. Cox
Executive Vice President
Consultant

Mr. Cox is an Executive Vice President and Consultant in Springsted's Human Capital Advisors Group, where he specializes in classification and compensation services. He also oversees Springsted's E-Solutions division which provides and supports a comprehensive array of web-based HR Management Tools. He has an extensive background in classification and compensation, information technology, program/project management, procurement, process re-engineering and organizational transformation.

Mr. Cox previously served the roles of Chief Information Officer (CIO), Director of Consulting Services and Solutions, Program Manager and Systems Administrator/Analyst for various public and private organizations including the City of Tulsa, the Chickasaw Nation Division of Commerce and a nationally recognized HR consulting firm. As CIO for the City of Tulsa, Mr. Cox managed 142 employees and an approximately \$24M budget. While leading the Information Technology Department, he stabilized a number of enterprise projects; procured and negotiated contracts for replacement CRM and IVR solutions; and reduced the department's operating budget by approximately \$1.6M in slightly over one fiscal year.

As Director of Consulting Services and Solutions for a major human resources consulting company, Mr. Cox completed classification and compensation studies for cities, counties, special districts, non-profit organizations, and institutions of higher education. Additionally, he directed the company's total compensation solutions, pay structure design and modification platforms and online salary and benefit surveys for various municipalities as well as the Texas Municipal League (TML), International City/County Management Association (ICMA), Pennsylvania League of Cities and Municipalities (PLCM), League of Minnesota Cities (LMC), Louisiana Municipal Association (LMA) and American Chamber of Commerce Executives (ACCE).

Education

University of Texas, Arlington, Texas
Master of Public Administration

Southeastern Oklahoma State University, Durant, Oklahoma
Bachelor of Arts, Political Science/Communication

Jada Kent
Project Manager

Ms. Jada Kent is a Project Manager with a background in public sector human resources and previously worked as a Project Manager for Springsted | Waters. Prior to joining Springsted, Ms. Kent served in both the Army and the Air Force National Guard, respectively, as a Public Affairs Specialist.

Education

University of Texas at Dallas- Richardson, Texas
Master's in Public Administration

University of North Texas- Denton, Texas
Bachelor of Arts in United States History with a
minor in Political Science

Professional Certifications

Certified Compensation Professional (CCP) – *in progress*
Society for Human Resource Management (SHRM-CP) – *in progress*

Jama McClung
Analyst

Ms. McClung joined Springsted's Management Consulting Group in 2010 supporting Mid-Atlantic executive recruitment work. Her specialty focus is classification and compensation studies, performance evaluations and benefits review. Ms. McClung has performed prior consulting support work as a Capital Project Assistant for healthcare IT financial system conversions and IT infrastructure upgrades and has served as a Public Finance Assistant supporting senior living and healthcare public finance bankers. She attended Glenville State College and is currently completing course work towards a bachelor's degree in Business Administration.

Education

Currently completing course work towards a Bachelor's degree in Business Administration

Elizabeth Wakeman
Analyst

Ms. Wakeman is a Compensation Analyst within Springsted's Human Capital Management Group. She has a background in private sector Human Resources administration. Prior to joining Springsted, Ms. Wakeman held various positions administering employee benefits, retirement plans, payroll, and compensation analysis where she assisted in market pricing jobs and salary structure development.

Education

University of Wisconsin, River Falls, Wisconsin
Bachelor of Science in Business Administration

APPENDIX II
Missouri Project Experience

List of Relevant Projects: 2013 – Present

Year	Client	State	Project	Population
2013	Alexandria	MN	Class & Comp Study	11,580
2013	Arden Hills	MN	Class & Comp Study	9,750
2013	Beltrami County	MN	Class & Comp Study	44,442
2013	Brainerd	MN	Class Job Eval Study	13,487
2013	Carver	MN	Comp Study	4,147
2013	Fosston	MN	Class & Comp Study	1,508
2013	Hawley	MN	Class & Comp Study	2,070
2013	Hermantown	MN	Class & Comp Study	9,603
2013	Lake City	MN	Class & Comp Study	4,980
2013	Mahtomedi	MN	Comp Study	8,013
2013	Melrose	MN	Class & Comp Study	3,601
2013	Moorhead Public Housing Agency	MN	Class & Comp Study	
2013	Mounds View	MN	Class & Comp Update	12,407
2013	New Prague	MN	Comp Study & Perf Eval System	7,502
2013	Swift County	MN	Class & Comp Study	9,594
2013	Todd County	MN	Class & Comp Study	24,509
2013	Traverse County	MN	Class & Comp Study	3,451
2013	Warroad	MN	Class & Comp Study	1,770
2014	Big Lake	MN	Class & Comp Study	5,200
2014	Elko New Market	MN	Comp Update	4,513
2014	Oakdale	MN	Comp Study	27,780
2014	Pope County	MN	Class & Comp Update	10,892
2014	SW & West Central Service Coop	MN	Comp Plan	
2014	St. James	MN	Sal & Benes Surv & Rev Pay Equity Sys	4,553
2014	Stacy	MN	Comp Plan	1,426
2014	Stevens County	MN	Class & Comp Study	9,735
2014	Wayzata	MN	Comp Study	4,217
2015	Cass Lake	MN	Comp Study	747
2015	Clarkfield	MN	Class & Comp Study	832
2015	Hutchinson Utilities Commission	MN	Job Eval and Comp System	
2015	Independent School District No. 0206	MN	Salary Study	
2015	Le Sueur	MN	Comp Study	4,041
2015	Maple Lake	MN	Class & Comp Study	2,093
2015	New Ulm	MN	Comp Study	13,210
2015	Newport	MN	Class & Comp Study	3,461
2015	Otsego	MN	Class & Comp Study	14,254
2015	Pine County	MN	Class & Comp Study	29,104
2015	Plymouth	MN	Class Study	73,987
2015	Red Lake Falls	MN	Comp Study	1,410
2015	Scott County CDA	MN	Class & Comp Study	
2015	Sherburne County	MN	Class & Comp Study	90,158
2016	Belle Plaine	MN	Comp Plan	6,838
2016	Cannon Falls	MN	Class & Comp Study	4,078
2016	Cologne	MN	Comp Study	1,564
2016	Crosslake	MN	Class & Comp Study	2,193
2016	Eagan	MN	Class & Comp Study	65,453
2016	Grant County	MN	Class & Comp Study	5,989
2016	Hibbing HRA	MN	Class & Comp Study	
2016	Moorhead Public Housing Agency	MN	Salary Study	

List of Relevant Projects: 2013 – Present

Year	Client	State	Project	Population
2016	Nisswa	MN	Class & Comp Study	2,004
2016	St. Cloud HRA	MN	Comp Study	
2016	Washington County CDA	MN	Class & Comp Update	
2016	Willmar	MN	Comp Study	19,680
2017	Aitkin	MN	Class & Comp Study	2,087
2017	Baudette	MN	Market Survey	1,073
2017	Baxter	MN	Comp Study	7,781
2017	Cambridge	MN	Comp Study	8,677
2017	Independent School District No. 0013	MN	Job Desc/Pointing Agree	19,674
2017	Le Sueur County	MN	Market Survey	27,810
2017	Meeker McLeod Sibley CHS	MN	Class & Comp Study	
2017	Mendota Heights	MN	Class & Comp Study	11,222
2017	New Brighton	MN	Market Survey	21,867
2017	New Hope	MN	Market Survey	20,877
2017	North Mankato	MN	Anal of Comp System Structure	13,439
2017	Osseo	MN	Class & Comp Study	2,476
2017	Pine Island	MN	Class & Comp Study	3,318
2017	Polk County	MN	Market Survey	31,569
2017	RC Hospital and Clinics	MN	Class & Comp Study	
2017	Robbinsdale	MN	Comp Study	14,302
2017	Stacy	MN	Comp Plan	1,426
2017	Wyoming	MN	Market Survey	
2017	Yellow Medicine County	MN	Market Survey	9,875
Current	Elko New Market	MN	Pay Equity Report	4,513
Current	Lakeville	MN	Class & Comp Study	58,562
Current	Minnehaha Creek Watershed District	MN	Pay Equity Report	
Current	Minnetonka	MN	Class & Comp Study	51,638
Current	Scott County	MN	Pay Equity Report	137,232
Current	Wabasha Soil & Water Cons Dist	MN	Class Study	

APPENDIX III
Sample Documents

Components of the SAFE® Job Evaluation System

The Systematic Analysis and Factor Evaluation (SAFE®) System ensures a consistent and equitable method of evaluating jobs. The basis for the system is an arrangement of job groupings predicated on Characteristics of Work. A series of job factors are then applied to the work characteristics in order to determine a numerical value for each position. The system ensures that each element of job responsibility and each work characteristic is given proper consideration. The total of the points assigned represents the rank of the position in relation to all other positions within the organization.

Characteristics of Work

Characteristics of work can be defined as the general character of the scope of the work performed by a position or class of positions that distinguishes it from other positions. There are 16 work characteristics that are grouped by skill level that, when used in conjunction with job factors, determine the value of a position as it relates to other positions within the organization. There are 6 skill levels. Following are the sixteen work characteristics (grouped by characteristic not skill level):

Manual	Human Support	Administrative Support
Semiskilled	Skilled Human Support	Skilled Administrative Support
Skilled Trades	Advanced Human Support	Administrative
Technical	Protective Services	Professional
Skilled Technical	Advanced Protective Services	Executive
Advanced Technical		

Job Factors

There are 9 job factors which detail components of work that are present in most job classes. These factors are:

Training and Ability:	includes education and specialized training, licenses, certifications, and registrations which are required of the position.
Experience:	the time usually required for a person with the required training and ability to develop the necessary skills and abilities to perform the job.
Level of Work:	is the position entry level of the type of work performed, intermediate level, advanced/supervisory level, or a mastery/managerial level.
Human Relations:	the responsibility of working with or through other people, and the extent, frequency, and purpose of the contacts.
Physical Demands:	the job requirements which induce physical fatigue through exertion or strain.
Working Conditions and Hazards:	the extent of disagreeable or hazardous environmental or physical conditions or mental effort and/or stress and the frequency and duration of the undesirable conditions.
Independence of Actions:	how much freedom or independence is allowed or required of the position.
Impact of End Results:	the extent to which the job directly influences and affects actions impacting the end results, i.e. how much do the decisions or actions of the employee impact the organization and what are the consequences.
Supervision:	the responsibility for oversight or supervision over other employees.

The following factors are **not** considered in evaluating positions:

- Job performance
- Length of service
- Education or Degree unless it is a requirement of the job
- Current job evaluation rating
- Current rate of pay
- Market rates



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MEMORANDUM

TO: Employees of <ENTITY>
FROM: <CONSULTANT>, Springsted
DATE: <DATE>
SUBJECT: **Instructions for Completing Your Position Analysis Questionnaire**

Please read these instructions before completing your Position Analysis Questionnaire (PAQ). This form is used to obtain information about your position and will be used to develop a class description. The questionnaire consists of multiple-choice and fill-in-the-blank questions; please be clear, accurate and complete. For multiple-choice questions, please check only the appropriate box on the left-hand side of the document; the right-hand box is for your supervisor or department/division head to complete; **check only one box per question, except for question 20 and the American with Disabilities Act section. Please complete and return the PAQ to your supervisor.**

Tips for Completing Your PAQ

- Spell out acronyms – acronyms may be exclusive to your department and mean something else nationally or to another part of the organization
- Minimum Requirements – Answer the questions based on the minimum requirements needed to perform the duties of the position (you may have 10 years of experience, but would a new hire need that to do the job?).
- Priority/Description of Duties – Question number nine (9) is the most important question, which requests the priority and description of your duties. This question provides you the opportunity to explain your day-to-day duties in your words.
 - Give this question extra thought and provide your response as clearly and completely as possible, so that someone who has never met you or performed your duties may understand what your job entails.
 - Think about your day, week, month and even year on the job; some major duties are performed annually.
 - Begin with your most important duty and continue on down to the least important duty.
 - Try to keep the description to one-line or short phrases; begin each statement with a verb. Avoid paragraphs.
 - As a percentage, indicate the amount of time that it takes for you to complete each of the described tasks. Please keep in mind that the most important duty may not take the highest percentage of time.
 - Percentages should total 100%; it is strongly recommended that these percentages should be no smaller than 5%.

TO: Supervisors and/or Division/Department Heads
SUBJECT: **Instructions for Completing Position Analysis Questionnaire**

After the employee or group of employees under your day-to-day supervision has completed a PAQ, they should return them to you for your review and verification. You will want to check the appropriate boxes on the right-hand side of every page, either agreeing or disagreeing with the boxes the employee has checked on the left-hand side. There is a section on Page 5 where you can comment on the accuracy and completeness of the employee's response. Please note any comments in this section and do not make any changes to employee responses.

10. Education and Experience - Please indicate the minimum education and minimum experience level needed to complete the normal, day-to-day tasks:

Employee (check one)

Supervisor (check one)

- Less than High School Diploma or GED.....
- High School Diploma or GED.....
- Associates Degree.....
- Bachelors Degree.....
- Masters Degree.....
- PhD.....
- Other.....

Major/Coursework: _____

Type of Experience: _____

Years of Experience

- No experience.....
- Less than one year (minimal).....
- One to three years (moderate).....
- Three through five years (considerable).....
- Six or more years (extensive).....

11. Licenses, Certificates and Registrations - Please indicate if there are any licenses, certificates and/or registrations required to perform your job (e.g. driver's license) (Supervisor's comments regarding this information may be provided in the Supervisor's Comments section)

Are these required: Upon Hire Within 6 months Within 1 year Within 2 years

If requirement is specific to the license, certification or registration, please indicate timeframe by each one individually.

12. Special Training - Please indicate if there is any special training required to perform your job. (Supervisor's comments regarding this information may be provided in the Supervisor's Comments section)

Are these required: Upon Hire Within 6 months Within 1 year Within 2 years

If requirement is specific to the training, please indicate timeframe by each one individually.

13. Work Level - Level of work required to complete your normal, day-to-day duties satisfactorily.

- Handles everyday, reoccurring basic assignments and problems.....
- Handles a variety of typical assignments and problems independently.....
- Senior or supervisory level; handles all advanced assignments and problems except those requiring policy or procedural change.....
- Managerial in nature; directs all assignments and deals with all problems.....

14. Work Complexity - Complexity and difficulty level associated with the tasks necessary to complete your work. Consider the level of judgment, analytical ability and creativity required and whether there are standards, policies and procedures that guide your actions.

- Regular and repetitive tasks, processes or operations requiring the selection and execution of actions based on defined procedures.....
- Fairly standard procedures and tasks where basic analytical ability is required, such as comparison of numbers and facts to select the correct actions. Detailed guidelines and procedures are generally used to make decisions or determine actions.....
- Requires the application of a variety of procedures, policies and/or precedents and moderate analytic ability in adapting standard methods to fit facts and conditions.....
- Considerable analytical ability is needed to select, evaluate and interpret data from several sources; interpretation of guidelines, policies and procedures is required.....
- Widely varied and involving many complex and significant variables, requiring analytical ability and inductive thinking in adapting policies, procedures and methods to fit unusual and complex situations.....

15. Working Conditions - Conditions you are subjected to during your day-to-day duties:

- Absence of disagreeable conditions
- Involves occasional exposure to some disagreeable elements (*dust, heat, fumes, cold, noise, vibration or wetness*) and accidents are improbable other than minor injuries
- One or more elements above; involves frequent exposure to hazards where lost-time accidents are definitely possible
- Several elements above are occasionally present to the extent of being objectionable or regular exposure to work situations that could result in incapacitating accidents or, on occasion, loss of life
- One or more of the above elements are regularly present and objectionable, or continuing exposure to work situations that could result in incapacitating accidents or periodic exposure to situations involving hazards that could result in total disability, critical illness or loss of life
- Continuous exposure to work situations involving hazards that could result in total disability, critical illness or loss of life, despite the provision and/or implementation of available safety measures.

16. Mental Stress and/or Effort - Conditions you are subjected to during your day-to-day duties:

- Limited mental effort and/or stress.....
- Some mental effort and stress involved resulting in inconvenience and frustration
- Considerable mental effort and stress
- Serious mental stress involved that could, over a period of time, result in temporary nervous disorder and severe mental anguish.
- Severe mental stress involved that could result in permanent nervous disorder/mental instability

17. Interpersonal Skills and Communication Skills - Skills required during your day-to-day duties:

- Little or no contact required except with immediate associates and direct supervisor.
- Regular contact within the department and periodic contacts with other departments, outside agencies and the general public
- Regular contact within the department and other departments, outside agencies and general public (supplying or seeking information) on specialized matters.....
- Outside and inside contacts to carry out organization programs or occasional contacts with officials at higher levels on matters requiring cooperation, explanation and persuasion, or work requiring enforcement of laws, ordinances, policies and procedures
- Regular contact with persons of importance and influence involving considerable tact, discretion and persuasion.
- Continuing contact involving difficult negotiations calling for well-developed sense of timing and strategy; representing department or organization in policy settings.....

Please list people or groups with whom you must interact and/or communicate in the performance of your job. (e.g.: citizens, customers, clients, elected officials, supervisors, subordinates, consultants, engineers, etc.)

18. Level of Responsibility - How much freedom or independence is required or allowed in the performance of your normal duties:

- Close supervision, or tasks are so routine and standardized that they do not require supervision.
- Moderate supervision within standard operating procedures; supervisor or senior workers are generally nearby to answer questions, make "judgment calls" and/or prioritize work
- Limited supervision with general autonomy in determining how objectives are achieved; supervisors generally set operating benchmarks, goals and objectives.....
- General direction, based on broad goals and policies
- Involves setting policies and goals for the department or organization operation

19. Organizational Impact and Consequences - How your daily duties impact the organization and the consequences of those duties:

- Supportive, informational, recording or other services to assist others in producing correct and effective results; minor consequences.....
- Assisting and supporting others or individually providing data or facilitating services for use by others; minor to moderate consequences.....
- Daily actions or services affect individual clients/citizens; activity has moderate impact on specific cases in service area....
- Participating with others (within and/or outside of community/agency) in program development, service delivery and supervision of subordinate staff; moderate to serious impact.
- Major individual impact on and accountability for end results affecting organizational unit or total community/agency

20. **Supervision and/or Oversight** - The scope and type of responsibility that you exercise as a supervisor or lead worker of other employees. (Supervisor's comments regarding this information may be provided in the Supervisor's Comments section)

Do you supervise or have oversight of other positions: Yes, continue in this box No, continue to next section

Please check all that apply:

N/A Work Group/Team Unit/Section Department Division Organization

List the positions by title, along with number of individuals within the position, that you have responsibility for:

_____	_____
_____	_____
_____	_____
_____	_____

For the positions listed above, do you effectively recommend or take action on the following:

Effectively Recommend	Take Action		Effectively Recommend	Take Action	
<input type="checkbox"/>	<input type="checkbox"/>	Hire	<input type="checkbox"/>	<input type="checkbox"/>	Suspend
<input type="checkbox"/>	<input type="checkbox"/>	Assign Work	<input type="checkbox"/>	<input type="checkbox"/>	Terminate
<input type="checkbox"/>	<input type="checkbox"/>	Direct Work	<input type="checkbox"/>	<input type="checkbox"/>	Discipline (Oral Reprimand)
<input type="checkbox"/>	<input type="checkbox"/>	Reward	<input type="checkbox"/>	<input type="checkbox"/>	Discipline (Written Reprimand)
<input type="checkbox"/>	<input type="checkbox"/>	Transfer	<input type="checkbox"/>	<input type="checkbox"/>	Evaluate Performance
<input type="checkbox"/>	<input type="checkbox"/>	Promote	<input type="checkbox"/>	<input type="checkbox"/>	Demote
<input type="checkbox"/>	<input type="checkbox"/>	Adjust Grievances	<input type="checkbox"/>	<input type="checkbox"/>	Coach and/or Counsel
<input type="checkbox"/>	<input type="checkbox"/>	Train	<input type="checkbox"/>	<input type="checkbox"/>	Develop Staff Schedules
<input type="checkbox"/>	<input type="checkbox"/>	Inspect Work	<input type="checkbox"/>	<input type="checkbox"/>	Other

Americans with Disabilities Act Supplemental Information Form

In order to assist in developing class descriptions which recognize and accommodate the requirements of the Act, each employee is requested to complete the attached ADA supplemental information form. Please check only those physical requirements or activities and sensory requirements that are **absolutely necessary** to perform the essential functions of your job and those environmental conditions which apply. **If options provided are not applicable, please do not check the corresponding box.**

The employee should check the appropriate box on the left side of the form. Supervisors should review information provided by the employee and verify the requirements of the position by checking the appropriate box on the right side of the form.

1. The physical requirements of this position.

Does this job require that weight be lifted or force be exerted? If so, how much and how often? Check the appropriate boxes below.

	Employee Amount of Time				Supervisor's Input			
	None	up to 1/3	1/3 to 2/3	2/3 & up	None	up to 1/3	1/3 to 2/3	2/3 & up
Up to 10 pounds of force	<input type="checkbox"/>							
Up to 25 pounds of force	<input type="checkbox"/>							
Up to 50 pounds of force	<input type="checkbox"/>							
Up to 100 pounds of force	<input type="checkbox"/>							
In excess of 100 pounds of force	<input type="checkbox"/>							

What is being lifted: _____

2. The physical activity of this position.

How much on-the-job time is spent in the following physical activities? Show the amount of time by checking the appropriate boxes below.

	Employee Amount of Time				Supervisor's Input			
	None	up to 1/3	1/3 to 2/3	2/3 & up	None	up to 1/3	1/3 to 2/3	2/3 & up
Stand	<input type="checkbox"/>							
Walk	<input type="checkbox"/>							
Sit	<input type="checkbox"/>							
Speak or hear	<input type="checkbox"/>							
Use hands to finger, handle or feel	<input type="checkbox"/>							
Climb or balance	<input type="checkbox"/>							
Stoop, kneel, crouch or crawl	<input type="checkbox"/>							
Reach with hands and arms	<input type="checkbox"/>							
Taste or smell	<input type="checkbox"/>							
Push or pull	<input type="checkbox"/>							
Lifting	<input type="checkbox"/>							
Repetitive Motions	<input type="checkbox"/>							

3. The sensory requirements of the position are:

Visual Acuity

- Standard vision requirements.....
- Close vision.....
- Distance vision.....
- Ability to adjust focus.....
- Depth perception.....
- Color perception.....
- Night vision.....
- Peripheral vision.....

Vocal Communication

- Expressing or exchanging ideas by means of the spoken word.....
- Detailed or loud talking to convey detailed or important spoken instructions to others accurately, loudly or quickly.....

Hearing Perception

- Ability to recognize information at normal spoken word levels.....
- Ability to receive detailed information through oral communications and/or to make fine distinctions in sound.....

Sensory Utilization

- Preparing and analyzing written or computer data.....
- Visual inspection involving small defects and/or small parts.....
- Use of measuring devices.....
- Assembly or fabrication of parts within arms length.....
- Operating machines.....
- Operating motor vehicles or equipment.....
- Observing general surroundings and activities.....

4. The environmental conditions the worker will be subject to in this position.

How much exposure to the following environmental conditions does this job require? Show the amount of time by checking the appropriate boxes below.

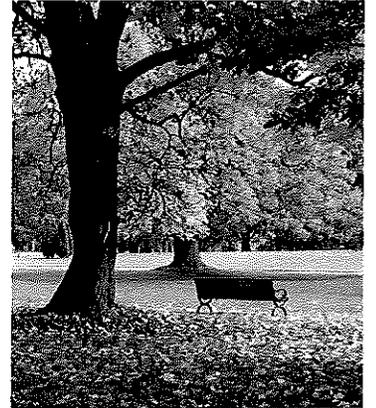
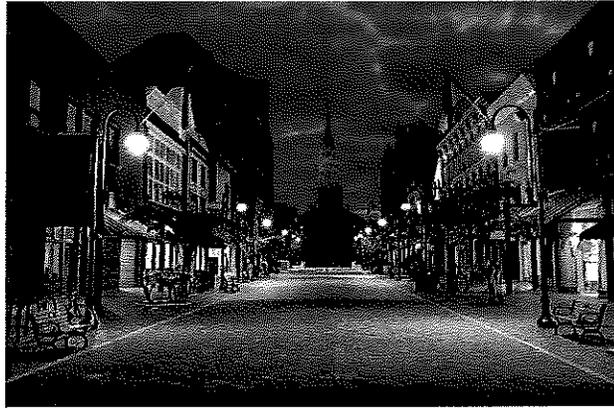
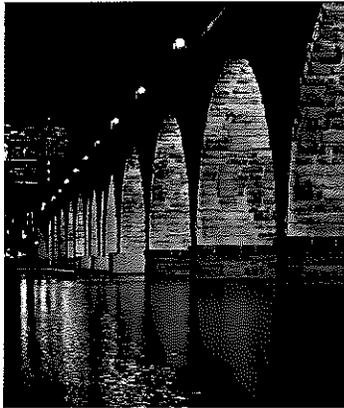
	Employee Amount of Time				Supervisor's Input			
	None	up to 1/3	1/3 to 2/3	2/3 & up	None	up to 1/3	1/3 to 2/3	2/3 & up
Wet, humid conditions (non-weather)	<input type="checkbox"/>							
Work near moving mechanical parts	<input type="checkbox"/>							
Work in high, precarious places	<input type="checkbox"/>							
Fumes or airborne particles	<input type="checkbox"/>							
Toxic or caustic chemicals	<input type="checkbox"/>							
Outdoor weather conditions	<input type="checkbox"/>							
Extreme cold (non-weather)	<input type="checkbox"/>							
Extreme heat (non-weather)	<input type="checkbox"/>							
Risk of electrical shock	<input type="checkbox"/>							
Work with explosives	<input type="checkbox"/>							
Vibration	<input type="checkbox"/>							
Breathing apparatus	<input type="checkbox"/>							
Exposure to blood borne pathogens	<input type="checkbox"/>							
Other:	<input type="checkbox"/>							
Other:	<input type="checkbox"/>							
Other:	<input type="checkbox"/>							

5. Typical Noise Level

Employee (check only one)

Supervisor (verify job requirement)

- Very Quiet (e.g. park trail, storage or file room).....
- Quiet (e.g. library, private offices).....
- Moderate Noise (e.g. business office with typewriters and/or computer printers, light traffic).....
- Loud Noise (e.g. heavy traffic, large earth-moving equipment).....
- Very Loud Noise (e.g. jack hammer work, garbage recycle plant).....



Final Report

Village of [REDACTED]

Classification and Compensation Study

August, 2017

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Mission Statement

Springsted provides high quality, independent financial and management advisory services to public and non-profit organizations, and works with them in the long-term process of building their communities on a fiscally sound and well-managed basis.

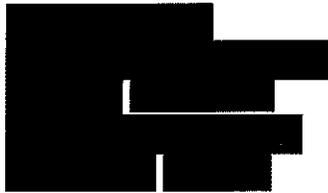


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LETTER OF TRANSMITTAL

August 21, 2017



Re: Classification and Compensation Study Final Report

Dear [REDACTED]

Springsted Incorporated is pleased to provide the Village of [REDACTED] (the Village) with the completed Classification and Compensation Study. This study provides an overview of the Village's current compensation and classification system in the context of our final report, including the methodology used to revise position descriptions, job evaluation results, the compensation plan and options for implementation of the new program.

This study represents a thorough and comprehensive review of all aspects of the Village's classification and compensation system. The recommendations offered in this study will increase the market competitiveness of the Village's compensation program for its employees within the regional marketplace, and provide increased internal equity among positions. Implementation of these recommendations will help the Village attract new employees and assist in retaining current employees needed to meet the Village's service demands.

Springsted expresses its thanks to the Village of [REDACTED] staff who completed Position Analysis Questionnaires, and to the Management Team for providing information and feedback throughout the phases of the study. We appreciate the privilege of serving the Village of [REDACTED] and hope that we may be of assistance to you in the future.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Julie Urell", written over a circular stamp or seal.

Julie Urell
Assistant Vice President, Consultant

1. Introduction

The Village of [REDACTED] (the Village) retained Springsted Incorporated to conduct a Classification and Compensation Study of all Village positions in the Summer of 2016. The Study represents a comprehensive review of the components that affect an organization’s compensation program – position descriptions, current compensation structure, the Village’s pay philosophy, regional market competitiveness of Village salaries, the internal equity of salaries paid to comparable Village positions, fringe benefits, and ongoing maintenance and administration of the compensation system. A classification and compensation system provides the framework for determining how employees will be paid. As a general rule, most organizations conduct classification and compensation studies every five to seven years to ensure their ability to hire and retain qualified employees and to maintain equitable internal pay relationships. Conducting a classification and compensation study provides an opportunity to review and update position descriptions, taking into account technology changes, new work processes and tools, and other factors that can affect job responsibilities. As these changes are reflected in new job descriptions, jobs should be evaluated to determine the internal relationships of positions within the organization. A classification and compensation study also involves a review of market salaries for similar positions found in comparable organizations. The resulting analysis of data obtained from the market salary survey and job evaluations provides the basis for a revised salary schedule.

The purpose of this study is to ensure that the Village’s compensation plan is adequate to attract new employees and retain existing employees. If compensation levels fall below market, the organization will experience difficulty hiring people and increased employee turnover as employees seek jobs with other organizations that will pay market rates for their skills.

Springsted developed and administered a salary and benefits survey for the Village, to obtain information about comparable positions and the characteristics of compensation plans used by responding agencies. Sixteen entities were chosen to participate in the survey:

- Village of [REDACTED]
- City of [REDACTED]
- Village of [REDACTED]

Springsted either obtained data from agency websites or received a direct response to the survey from fourteen agencies, as indicated in bold. We did not receive responses from the remaining organizations.

This report explains the results of the Classification and Compensation Study. It reflects the involvement of Village staff, who attended orientation sessions at the outset of the study and completed Position Analysis Questionnaires.

2. Methodology

Springsted Incorporated used the following methodology to develop the Village's classification and compensation plan:

1. Springsted met with the Village Manager and Human Resources Manager to establish working relationships, review current policies and practices relating to the Village's existing pay practices and obtain background information.
2. Springsted met with all Department Heads to discuss department structure, recruitment and turnover issues, succession planning and any study-related concerns they may have.
3. Employees attended an orientation session conducted by Springsted to learn about the study process. During this session, Springsted encouraged employees to ask questions, to voice concerns, and to offer input into the study.
4. Employees received Position Analysis Questionnaires (PAQs) and were encouraged to participate in the study by completing the online survey. The PAQ allows employees to provide information about required education and experience; knowledge, skills and abilities and characteristics and factors applicable to their position. Each employee's supervisor completed the online PAQ as well; reviewing the employee's responses for accuracy and completeness and providing any additional information they felt was relevant to the position. The online system prevents supervisors from changing any employee-provided information.
5. We analyzed the completed PAQs and prepared updated job descriptions for each position. We also reviewed the designation for each position under the federal Fair Labor Standards Act.
6. The initial job evaluation was conducted using the SAFE® (Systematic Analysis and Factor Evaluation) system. The SAFE system provides a consistent and objective approach to evaluating jobs by applying standard criteria to the training and experience needed to perform the job, the level of complexity in the work performed, working conditions, the impact of end results and the consequences of error.
7. Springsted exchanged multiple versions of job descriptions with Village leadership to verify our understanding of various job classes, the essential functions performed, supervisory responsibilities and minimum job qualifications. Employee feedback regarding the draft job descriptions was encouraged throughout this process.
8. A total compensation survey instrument was created for the Village. The survey requested information from comparable organizations on the salary ranges and the actual salaries of benchmark positions comparable to Village positions. Recognizing that survey respondents often find job titles insufficient in determining comparable positions that most closely correspond to the Village's positions, we included the general description and minimum requirements established for each Village position. The survey

results reflect the responses of 14 entities that responded directly to the survey or had current compensation data available via their website.

9. Using the salary survey data and the results of the SAFE job evaluation system, Springsted developed a 2017 proposed pay schedule and assigned each position to the appropriate salary grade.
10. A draft report was prepared and reviewed with the Village Manager and Human Resources Manager prior to issuance of a final report.

3. Findings and Recommendations

Evaluation of Current Compensation Plan

The Village's existing salary schedule is based on a structure developed in 2009. The current pay plan assigns jobs in four levels to 17 pay grades. Depending upon the job level, the pay plan structure can be described as "defined merit increment" or "open range." Over the past eight years, the average cost of living adjustment for Village employees has been 2% per year.

Pay Philosophy

A pay philosophy guides the design of a compensation system and answers key questions regarding pay strategy. It generally takes a comprehensive, long-term focus and explains the compensation program's goals and how the program supports the employer's long-range strategic goals. Without a pay philosophy, compensation decisions tend to be viewed from a short-term tactical standpoint apart from the organization's overall goals.

Market competitiveness and internal equity are among the most important areas addressed in a pay philosophy. An organization's desired market position involves defining the market and identifying where the organization wants to be positioned in comparison with that market. Market position should balance what it takes to attract new employees and to retain skilled employees with the organization's financial resources. Internal equity expresses an organization's desire to provide comparable pay to positions with comparable duties and responsibilities. *Of significance, the Village has determined that all Department Heads will reside in the same pay grade, as an element of its pay philosophy.*

General concepts that represent best practices with regard to pay philosophy include:

- Providing fair and equitable rates of pay to employees
- Defining the Village's market area
- Developing a system that establishes a "market rate" for each position and states the minimum and maximum rates that the Village will pay for that position
- Establishing rates of pay that allow the Village to compete successfully for new employees within its market area
- Establishing a market position that is fiscally responsible with public resources
- Ensuring that pay rates for existing employees are based on individual performance that meets or exceeds expectations and reflects changing economic conditions
- Developing a pay system that allows employees to progress through the pay range as long as their performance consistently meets expectations

- Developing pay administration policies and procedures that ensure consistent application between departments
- Ensuring that the compensation program is understandable to employees, managers, the Village Board, and taxpayers

Defining and Evaluating Job Classes (PAQs).

Village employees completed individual Position Analysis Questionnaires. Supervisors reviewed their employees' PAQs and provided information for each position. Employees and supervisors both responded to questions regarding essential duties and responsibilities, education and experience requirements, various job factors affecting positions, working conditions and the physical requirements of each job in compliance with the Americans with Disabilities Act (ADA).

We examined the PAQs carefully to review the type of work performed and the qualifications of positions. If the work performed was essentially the same, positions were consolidated into one job class. Consolidating job titles, if practicable, can be beneficial for an organization as it promotes internal equity, particularly with comparable positions that exist in different departments. It also gives greater flexibility to supervisors in assigning work and supports employee cross-training and professional development.

Recommendations for changes to job titles or new job titles can be found in Appendix I.

All job classes were reviewed to determine those positions that can be exempted from the overtime provisions of the federal Fair Labor Standards Act (FLSA) consistent with the regulations which took effect on August 23, 2004. The recommended FLSA designation is included on the final job descriptions provided to the Village, and a summary can be found in Appendix II.

With the completion of the review of job descriptions, we utilized the SAFE job evaluation system to review and rate each position. The factors considered in determining the relative value of classifications are:

- Training and Ability
- Level of Work
- Physical Demands
- Independence of Actions
- Supervision Exercised
- Experience Required
- Human Relations Skills
- Working Conditions/Hazards
- Impact on End Results

Development of a Salary Schedule

The process of developing a salary schedule draws substantially from market data. This data is obtained by conducting a survey of other comparable employers within the Village’s defined market. Respondents are asked to provide information about the structure of their pay plans, the minimum, maximum and actual salary rates of positions, and information on additional compensation if relevant.

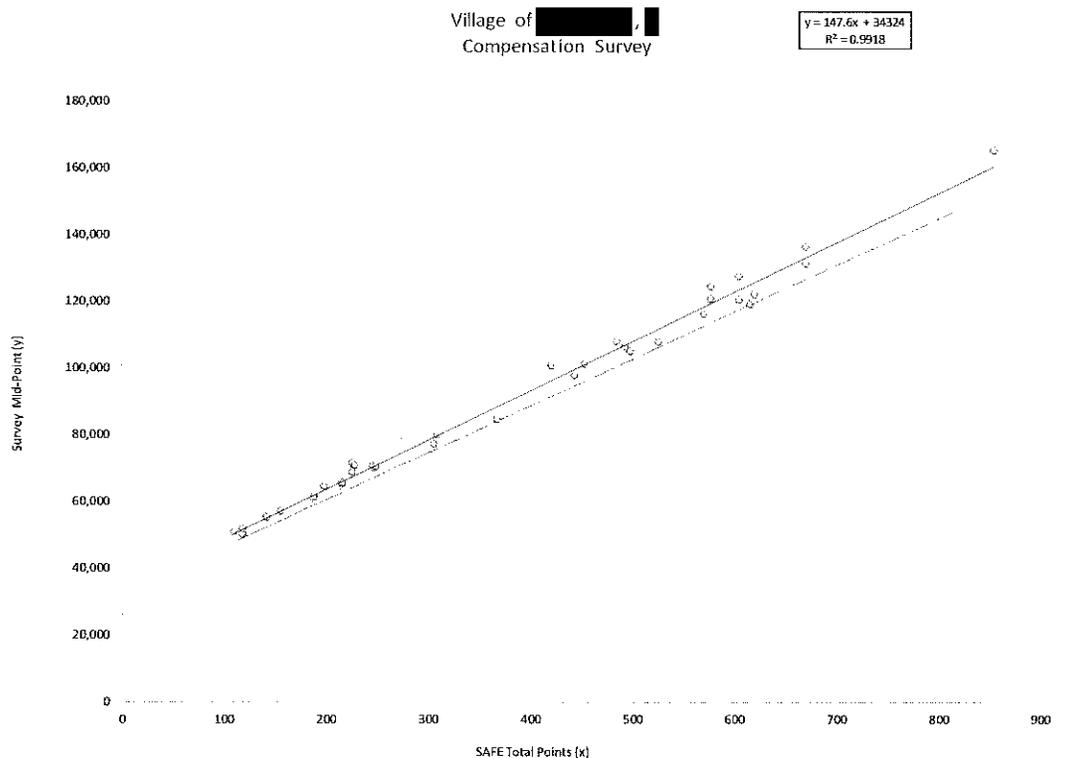
Survey Results

The salary survey included a series of questions designed to obtain information on a variety of pay practices. This survey was conducted using data from comparable employers in the region. Of the 39 positions included in the survey, information for 34 positions was used in analyzing the salary data. Five positions were not used in the overall analysis, as there was either incomplete or inconsistent information provided by the responding organizations. Springsted did not receive sufficient information as to current pay grades per position to offer an analysis of current pay rates to the average market minimum, midpoint and maximum.

Designing the Pay Plan

The first step in designing a compensation plan is to create a salary curve using the salary survey data for the Village’s positions and the corresponding job evaluation point factors for each position. This data produced the salary curve shown below. Any given point on the salary curve identifies where the market salary rate and the job evaluation point factors intersect.

The recommended compensation plan was designed by establishing 20 pay grades with a 6 percent spread between pay grades. The midpoint of each pay grade generally corresponds with the market as defined by the salary survey. The spread between the minimum and maximum rates of each grade is 34.39%. The proposed 2017 pay schedule can be found in Appendix III.



Each position was then assigned to the appropriate salary grade based on the points it received as a result of the job evaluation. Title and Grade Assignments for full time positions are shown in Appendix IV.

For the most part, the Village's general pay practices are consistent with market rates.

- 82%, or 42 of the Village's 51 non-union full time employees have existing salaries that fall within their assigned pay grades and are within market.
- 12%, or 5 non-union full time employees have an existing salary that is below the minimum rate for the employee's assigned pay grade.
- 6%, or 3 full time non-union employees had salaries above the maximum rate for their assigned pay grade.

Implementation

The timeline for bargaining contracts did not coincide with the pace of the compensation and classification study. As a result, implementation of the proposed pay plan is confined to non-union full time job classes at this time. The Village has been provided with job evaluation and market comparison information that can be utilized when contracts are set for renegotiation, for the represented job classes. Updating the Village's compensation plan carries some necessary costs. The magnitude of these costs can be controlled to some extent by the decisions the Village makes about how aggressively to make changes to its current system. To estimate implementation costs, we used current (effective 5/1/2017) employee salaries supplied by the Village for all departments.

Implementation - Option 1

The first option for implementation of the study results involves moving employees whose current wage falls below the minimum of the proposed range for their position to the minimum of the range. As discussed, six non-union full time employees are currently compensated at a level that is below the proposed wage scale for the employee's position.¹ The annual cost to bring these employees to the minimum is \$59,302, or 1.28% of the Village's total payroll.

Option 1 - Move to Min

	# of Staff	Current Salary	Proposed Salary	Difference	% Increase
Totals	50	\$ 4,619,753.36	\$ 4,679,055.47	\$ 59,302.10	1.28%
Employee Below Min	5	\$ 331,247.53	\$ 390,549.63	\$ 59,302.10	17.90%
Employee Within Range	42	\$ 4,032,173.33	\$ 4,032,173.33	\$ -	
Employee Above Max	3	\$ 256,332.51	\$ 256,332.51	\$ -	

¹ The incumbent in the Accountant position does not meet the minimum requirements for the position, so will remain compensated at 90% of the pay grade minimum. The calculation for Option 1 accounts for this exception.

Implementation - Option 2

The second option for implementation of the study results involves moving full time non-union employees whose current wage falls below or within the proposed range for their position to the midpoint of the range (100% of the market) or awarding a 2% cost of living adjustment, whichever is more. Forty-eight non-union full time employees are currently compensated below or within the proposed wage scale for the employee's position. The annual cost to implement Option 2 is \$263,229, or 5.70% of the Village's total payroll.

**Option 2 - Move to Mid or 2%

	# of Staff	Current Salary	Proposed Salary	Difference	% Increase
Totals	50	\$ 4,619,753.36	\$ 4,882,982.55	\$ 263,229.18	5.70%
Employee Below Min	5	\$ 331,247.53	\$ 462,161.35	\$ 130,913.83	39.52%
Employee Within Range	42	\$ 4,032,173.33	\$ 4,164,488.68	\$ 132,315.36	3.28%
Employee Above Max	3	\$ 256,332.51	\$ 256,332.51	\$ -	

On-Going Administration

Generally, an open range pay plan is administered so that employees with satisfactory performance progress over time from the range minimum to the midpoint or market rate and towards the range maximum rate. Employee movement within a pay grade has two components – market and merit adjustments. Market adjustments occur as the result of an annual review, to ensure that the Village's pay plan is keeping pace with the market. When the plan is adjusted, employee salaries are adjusted by the same amount. Merit adjustments are based on individual employee performance. Employees who meet or exceed performance expectations receive a merit adjustment.

It is important for the Village to maintain a process to ensure that employees who meet or exceed performance standards do not get “stuck” in the range. Employees who receive *only* annual market adjustments intended to keep pace with the market are likely to find that they do not move closer to or reach the midpoint of the range. Similarly, employees who receive *only* a performance increase but no market increase will likely not move closer to or reach the midpoint over time, either. Several consequences can occur from this situation. First, it may be difficult to retain employees who believe that they must leave the organization to be paid at a market rate. Second, the Village may find that it has to pay new hires a higher wage rate than it already pays experienced Village employees in the same position. Finally, the Village may experience increased requests for reclassifications as a way to achieve a higher rate of pay. Such pressure to reclassify positions can result in increased administrative costs and create internal inequities if the reclassifications are not based on actual changes in job factors. The most effectively administered pay plans are those that facilitate progression toward market pay rates for employees over time, utilizing **both** an annual market adjustment and an annual merit adjustment. Encouraging longevity and performance involves progressing good performers toward the midpoint of a competitive range, over a reasonable tenure with the organization. We encourage the Village to consider implementing a performance management system with annual performance scores that can be incorporated into an annual merit increase calculation as a component of this pay plan.

To that end, ongoing administration of the classification and compensation program should include:

1. **Annual review of the salary schedule.** The salary schedule should be reviewed annually to determine if an economic adjustment is needed to ensure that pay grades correspond to general market conditions. From a procedural standpoint, we recommend that the Village review changing market conditions annually to determine the need for pay plan adjustments. The adjustment should be based on factors such as an increase in the cost of living, the rate by which comparable organizations are adjusting their salary schedules, and the Village's ability to pay. Failure to evaluate the need for annual adjustments can cause an employer to fall behind the labor market and eventually experience difficulty attracting and retaining employees. It is generally easier for an employer to keep pace with market changes than to fall behind and come up with the funding needed to catch up to the market.
2. **Maintaining the classification system.** The SAFE job evaluation system can be used to determine the pay grade to which new positions should be assigned. The SAFE system can also help the Village assess if the reclassification of a position is warranted, and serve to maintain internal equity among the Village's positions.
3. **Periodically conducting salary studies.** We recommend that the Village consider conducting a study of its salary plan every five years or more often, as needed. During a five-year period, the essential functions and requirements of some Village positions will change. Economic conditions will also change. Conducting a salary study at regular intervals will help the Village stay abreast of market changes and will help it to attract and retain employees.

Recommendations

The following recommendations are presented for the Village's consideration:

1. Maintain a pay philosophy that guides the Village's compensation practices subject to periodic review.
2. Determine the date the proposed pay plan (if adopted) will go into effect.
3. Review the need for annual adjustments to the Village salary schedule in accordance with economic conditions, the Village's ability to pay and other relevant factors. Organizations generally consider the percentage adjustment by which comparable organizations are increasing their pay scales as well as general economic conditions.
4. Use the SAFE job evaluation system to determine the appropriate range assignment for newly created positions or when a substantial change occurs in assigned functions.
5. Conduct salary surveys every five years (or more often if necessary), to ensure that the Village's pay scale is keeping pace with the market.
6. Implement formal performance review and pay-for-performance practices. Re-evaluate the performance management program annually for continuous process improvement.

APPENDIX I
Recommended Job Title Adjustments

Recommended Job Title Adjustments

Current Title	New Title
Park and Recreation Supervisor	Recreation Supervisor
-	Management Assistant
Building Supervisor	Building Official
-	Assistant Public Works Director
Recreation Manager	Recreation Director
Human Resources Manager	Human Resources Director
Community Services Director	Community Development Director
Director of Innovation	Innovation Director
Superintendent - Utilities	Utilities Superintendent
Superintendent - General Services	General Services Superintendent
Supervisor - Environmental Quality	Environmental Quality Supervisor
Supervisor - General Services	General Services Supervisor

APPENDIX II
Recommended Full Time FLSA Classification

Recommended Full-Time FLSA Classifications

Title	FLSA
Receptionist	Non-Exempt
Accounts Receivable/Billing Clerk	Non-Exempt
Records Clerk	Non-Exempt
Community Service Officer	Non-Exempt
Maintenance Worker I - Public Works	Non-Exempt
Maintenance Worker I - Utilities	Non-Exempt
Permit Coordinator	Non-Exempt
Purchasing Coordinator	Non-Exempt
Office Manager	Non-Exempt
Maintenance Worker II - Public Works	Non-Exempt
Maintenance Worker II - Utilities	Non-Exempt
Recreation Supervisor	Exempt
Telecommunicator	Non-Exempt
Associate Planner	Exempt
Fire Inspector	Non-Exempt
Municipal Forester	Non-Exempt
Building Inspector	Non-Exempt
Mechanic II	Non-Exempt
Water Works Operator	Non-Exempt
Management Assistant	Non-Exempt
Accountant	Non-Exempt
Assistant to the Village Manager	Exempt
Records Supervisor	Non-Exempt
Building Official	Exempt
Telecom Supervisor	Exempt
Accounting Supervisor	Exempt
General Services Supervisor	Non-Exempt
Utilities Supervisor	Non-Exempt
Environmental Quality Supervisor	Non-Exempt
Police Officer	Non-Exempt
Firefighter/Paramedic	Non-Exempt
Deputy Fire Marshal	Exempt
General Services Superintendent	Exempt
Vehicles Superintendent	Exempt
Utilities Superintendent	Exempt
Lieutenant/Paramedic	Non-Exempt
Police Sergeant	Non-Exempt
Telecom Director	Exempt
Police Commander	Exempt
Fire Captain	Exempt
Assistant Public Works Director	Exempt
Assistant Village Manager	Exempt
Deputy Fire Chief	Exempt
Deputy Police Chief	Exempt
Recreation Director	Exempt
Human Resources Director	Exempt
Innovation Director	Exempt
Finance Director	Exempt
Community Development Director	Exempt
Public Works Director	Exempt
Fire Chief	Exempt
Police Chief	Exempt

APPENDIX III
2017 Compensation Plan

2017 Compensation Plan

% Between Grades:	6%
Starting midpoint:	43,000
Range:	34.39%

	MINIMUM	MIDPOINT	MAXIMUM
	Step		
Grade			
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

APPENDIX IV
Proposed Title and Grade Assignment – Full Time

Proposed Title and Grade Assignment – Full Time

Department	Division	Title	Grade	Proposed		
				Minimum	Midpoint	Maximum
Multi-Department	N/A	Receptionist	3			
Finance	N/A	Accounts Receivable/Billing Clerk	4			
Police	N/A	Records Clerk	4			
Police	N/A	Community Service Officer	5			
Public Works	N/A	Maintenance Worker I - Public Works	6			
Water & Sewer	N/A	Maintenance Worker I - Utilities	6			
Community Development	N/A	Permit Coordinator	6			
Finance	N/A	Purchasing Coordinator	6			
Multi-Department	N/A	Office Manager	6			
Public Works	N/A	Maintenance Worker II - Public Works	7			
Water & Sewer	N/A	Maintenance Worker II - Utilities	7			
Parks & Recreation	N/A	Recreation Supervisor	8			
Police	N/A	Telecommunicator	8			
Community Development	N/A	Associate Planner	8			
Fire	N/A	Fire Inspector	8			
Public Works	N/A	Municipal Forester	8			
Community Development	N/A	Building Inspector	9			
Public Works	N/A	Mechanic II	9			
Water & Sewer	N/A	Water Works Operator	9			
Police	N/A	Management Assistant	9			
Finance	N/A	Accountant	9			
Village Administration	N/A	Assistant to the Village Manager	10			
Police	N/A	Records Supervisor	10			
Community Development	N/A	Building Official	11			
Police	N/A	Telecom Supervisor	11			
Finance	N/A	Accounting Supervisor	11			
Public Works	N/A	General Services Supervisor	11			
Water & Sewer	N/A	Utilities Supervisor	11			
Water & Sewer	N/A	Environmental Quality Supervisor	11			

Proposed Title and Grade Assignment – Full Time (continued)

Department	Division	Title	Grade	Proposed		
				Minimum	Midpoint	Maximum
Police	N/A	Police Officer	12			
Fire	N/A	Firefighter/Paramedic	12			
Fire	N/A	Deputy Fire Marshal	12			
Public Works	N/A	General Services Superintendent	13			
Public Works	N/A	Vehicles Superintendent	13			
Water & Sewer	N/A	Utilities Superintendent	15			
Fire	N/A	Lieutenant/Paramedic	15			
Police	N/A	Police Sergeant	16			
Police	N/A	Telecom Director	16			
Police	N/A	Police Commander	17			
Fire	N/A	Fire Captain	17			
Public Works	N/A	Assistant Public Works Director	18			
Village Administration	N/A	Assistant Village Manager	18			
Fire	N/A	Deputy Fire Chief	18			
Police	N/A	Deputy Police Chief	18			
Parks & Recreation	N/A	Recreation Director	20			
Village Administration	N/A	Human Resources Director	20			
Village Administration	Technology	Innovation Director	20			
Finance	N/A	Finance Director	20			
Community Development	N/A	Community Development Director	20			
Public Works	N/A	Public Works Director	20			
Fire	N/A	Fire Chief	20			
Police	N/A	Police Chief	20			

APPENDIX V

Fringe Benefit Comparison

Fringe Benefit Comparison

		Least Reported	Most Reported	Average Reported
1	1a Holidays (Days/Year)			
	1b Floating Holidays			
	If yes, how many?			
	1c Holiday on Regular Days Off			
	1d Comp on Holidays Worked			
	Time and a ½			
	Double Time			
	Double Time and a ½			
	1e Other			
2	Annual Leave (Days/Year)			
	2a Vacation/Sick or PTO	PTO ()	Vac-Sick ()	Vac-Sick
	2b Vacation - DAYS			
	6 months			
	1 year			
	2 years			
	3 years			
	4 years			
	5 years			
	6 years			
	7 years			
	8 years			
	9 years			
	10 years			
	11 years			
	12 years			
	13 years			
	14 years			
	15 years			
	16 years			
	17 years			
	18 years			
	19 years			
	20 years			
	20+ years			
	2c Carried into Next Year			
	2d Max Accumulation			
	2e Comp after Max Accumulation	Yes ()	No ()	
	2f If yes, explain			
3	3a Sick Leave (Days/Year)			
	3b Carried into Next Year			
	3c Max. Accumulation			
	3d Paid at Termination/Retirement	Yes ()	No ()	
	3e Sick Leave Bank	No ()	Yes ()	
5	Life & Disability Insurance			
	5a Life Insurance	No ()	Yes ()	
	Employer Paid			
	5b AD&D	Yes/No ()	Yes/No ()	
	AD&D Double Indemnity	Yes ()	No ()	
	Employer Paid			
	5c Short Term Disability	No ()	Yes ()	
	Employer Paid			
	5d Long Term Disability	Yes ()	No ()	
	Employer Paid			

Fringe Benefit Comparison (continued)

		Least Reported	Most Reported	Average Reported
6	6a	Health Insurance		
	6b	No ()	Yes ()	
	6c	Different Types of Coverage?	No ()	Yes ()
	6c	100% FTE participation required	Yes ()	No ()
	6d	Not participating	Yes ()	No ()
HEALTH INSURANCE TYPE 1 - PPO				
6e	Employee Only	\$	\$	\$
	Employer Paid	%	%	%
	Employee Paid	%	%	%
	Max out of pocket	\$	\$	\$
	Standard Office Visit Co-pay	\$	\$	\$
6f	Employee/Spouse	\$	\$	\$
	Employer Paid	%	%	%
	Employee Paid	%	%	%
	Max out of pocket	\$	\$	\$
	Standard Office Visit Co-pay	\$	\$	\$
6g	Employee/Child	\$	\$	\$
	Employer Paid	%	%	%
	Employee Paid	%	%	%
	Max out of pocket	\$	\$	\$
	Standard Office Visit Co-pay	\$	\$	\$
6h	Employee/Family	\$	\$	\$
	Employer Paid	%	%	%
	Employee Paid	%	%	%
	Max out of pocket	\$	\$	\$
	Standard Office Visit Co-pay	\$	\$	\$
HEALTH INSURANCE TYPE 2 - HDHP				
6i	Employee Only	\$	\$	\$
	Employer Paid	%	%	%
	Employee Paid	%	%	%
	Annual Deductible	\$	\$	\$
	Annual Maximum Out-of-Pocket	\$	\$	\$
6j	Employee/Spouse	\$	\$	\$
	Employer Paid	%	%	%
	Employee Paid	%	%	%
	Annual Deductible	\$	\$	\$
	Annual Maximum Out-of-Pocket	\$	\$	\$
6k	Employee/Child	\$	\$	\$
	Employer Paid	%	%	%
	Employee Paid	%	%	%
	Annual Deductible	\$	\$	\$
	Annual Maximum Out-of-Pocket	\$	\$	\$
6l	Employee/Family	\$	\$	\$
	Employer Paid	%	%	%
	Employee Paid	%	%	%
	Annual Deductible	\$	\$	\$
	Annual Maximum Out-of-Pocket	\$	\$	\$
6m	Supplemental program for HDHP?	Yes ()	No ()	
6n	Type of Program			
6o	Employer Paid	%	%	%
6p	Retirees	No ()	Yes ()	
	Employer Paid	%	%	%

Fringe Benefit Comparison (continued)

		Least Reported	Most Reported	Average Reported
6q	Dental Insurance	No ()	Yes ()	
	Part of Health Plan	Yes ()	No ()	
	Employee Only	\$ █	\$ █	\$ █
	Employer Paid	% █	% █	% █
	Employee/Family	\$ █	\$ █	\$ █
	Employer Paid	% █	% █	% █
6r	Vision Insurance	No ()	Yes ()	
	Part of Health Plan	Yes ()	No ()	
	Employee Only	Yes/No ()	Yes/No ()	
	Employer Paid	% █	% █	% █
	Employee/Family	\$ █	\$ █	\$ █
	Employer Paid	% █	% █	% █
7	7a Deferred Compensation	No ()	Yes ()	
	7b Available to all Employees	No ()	Yes ()	
	Type of Plan			Varies
	7c			
	7d Employer Contribution	Yes ()	No ()	
	If yes, explain.			
8	Other Benefits Program			
	8a Other Benefits	No ()	Yes ()	
	8b Post Retirement Hlth Care Svcs	Yes ()	No ()	
	8c Call Back Pay	No ()	Yes ()	
	8d On Call/Stand By Pay	Yes/No ()	Yes/No ()	
	8e Clothing Allowance	No ()	Yes ()	
9	Mgr/Administrator Compensation			
	9a Included in Pay Plan	Yes/No ()	Yes/No ()	
	9b Car or Vehicle Allowance	No ()	Yes ()	
	9c Accrues Leave Differently	Yes ()	No ()	
	9d Retirement Plan Differ	Yes ()	No ()	
	9e Additional Benefits	No ()	Yes ()	

**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	05/14/2018	
BILL NUMBER	R18-21	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH EARL MADISON COMPANY LLC FOR ABATEMENT SERVICES	
REQUESTING DEPARTMENT	Community Development	
PRESENTER	Rick Arroyo – Community Development Director	
FISCAL INFORMATION	Cost as recommended:	Not to exceed \$50.00 per man hour for weed and grass abatement and junk/trash/debris removal
	Budget Line Item:	100-31-78060
	Balance Available	\$2,500.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide a high level of service to the residents, business owners and visitors of Grain Valley by maintaining un-kept properties in the community	
BACKGROUND	Service provided will include general mowing services and junk/trash/debris removal from residential and commercial lots to full tracts within 48 hours after a work order is generated. These services are necessary in order to comply with code.	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	None	

BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Memo, and Service Agreement

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

May 14, 2018

RESOLUTION NO:
R18-21

SPONSORED BY:
ALDERMAN HEADLEY

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN
VALLEY**

WHEREAS, the Board of Aldermen of the City of Grain Valley desires to have professional abatement mowing and junk/trash/debris removal services, as needed, when City code is violated; and

WHEREAS, Earl Madison Company LLC has the ability to provide these services within a guaranteed timeframe of 48 hours; and

WHEREAS, the City desires to use Earl Madison Company LLC to perform abatement services as contractually outlined to provide a high level of service to the residents, business owners and visitors of Grain Valley; and

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: The City Administrator is hereby authorized to enter into an agreement with Earl Madison Company LLC for abatement services.

PASSED and APPROVED, via voice vote, (-) this _____ day of _____, 2018.

Mike Todd
Mayor

ATTEST:

Theresa Osenbaugh
City Clerk

[R18-21]

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Memorandum

To: Rick Arroyo, Community Development Director

CC: Ray Draper, Codes Enforcement Officer

From: Glenn McIntire, CBO

Date: 04/23/2018

Re: Abatement Services

Attachments: Affidavit of Publication (RFB advertisement)

Planning and Development staff recently put out a request for bid for abatement services and received only one bid. After reviewing the bid we have concluded that the bid is adequate and will meet the City abatement needs.

This decision was made after considering Earl Madison Company LLC has been providing excellent abatement services for the City for the previous two years.

Earl Madison Company LLC comes highly recommended by the City of Blue Springs and all references provided.

It is therefore the recommendation of staff that the City enter into an agreement for abatement services with Earl Madison Company LLC.

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SERVICE AGREEMENT

The City of Grain Valley, Missouri

This Agreement is made this ____ day of _____ 2018, between the City of Grain Valley, Missouri, (hereafter; City), and Earl Madison Company LLC, (hereafter, “Service Provider”).

WHEREAS, the City desires to have professional weed and grass abatement and junk/trash/debris removal services as needed; and,

WHEREAS, Earl Madison Company LLC has the ability to provide these services within 48 hours of a generated work order; and,

WHEREAS, the City desires to use service provider to perform services outlined below to provide a high level of service to the residents, business owners and visitors of Grain Valley; and,

NOW, THEREFORE, IT IS MUTUALLY AGREED BY and between the parties as follows:

1. DESCRIPTION OF SERVICES TO BE PERFORMED BY SERVICE PROVIDER.

Service Provider will provide weed and grass abatement services and junk/trash/debris removal from properties (residential and commercial lots to full tracts) as requested in City Work Orders.

2. TERM AND LOCATION FOR SERVICES.

Service Provider will provide the services described above at the following locations:

Locations will vary depending on the immediate needs of the City of Grain Valley.

Name of Department: City of Grain Valley, Community Development. Contact Person: Ray Draper. Telephone Number: 816-847-6227. Email: rdraper@cityofgrainvalley.org .

Services under this agreement shall commence after May 19, 2018, and shall be completed prior to May 18, 2020, with a possible two, one year extensions.

3. COMPENSATION

Service Provider shall be paid for services described in this agreement and service shall not exceed \$50.00 per man-hour for mowing services and \$50.00 per man-hour for junk/trash/debris removal with all receipts of dump fees provided to City for payment unless prior authorization is provided by City. Service Provider shall not bill or charge the City for service calls to complete work from a previously issued Work Order whose original service request was incomplete or unsatisfactory.

4. DUTIES OF CITY OF GRAIN VALLEY

The City will provide payment to Service Provider within thirty (30) days of its receipt of any invoice showing the dates of services, description of services provided; charges for those services; quantity and unit costs of materials provided.

5. DUTIES OF SERVICE PROVIDER

- a.** The Service Provider will exercise exclusive control over the manner and method for performance of the job description outlined in Paragraph one (1) of this Agreement.
- b.** Service Provider will provide tools, equipment and/or supplies necessary to perform the duties described herein.
- c.** Service Provider will perform the services outlined in Paragraph one (1) of this Agreement.
- d.** Service Provider will carry minimum insurance on their companies as follows:
 - 1)** Personal Liability: \$100,000 per person and \$300,000 for additional persons
 - 2)** Property Damage: \$100,000 per event
 - 3)** Automobile Liability: \$100,000 per vehicle
- e.** Service Provider will carry a rider on the insurance policy, insuring the City for the same coverage as the above-mentioned amounts.
- f.** Service Provider will provide a current copy of the Certificate of Insurance and a copy of the insurance rider to the City.
- g.** Service Provider agrees to the following compensation regulations:

This Agreement shall be based upon payment by the Contractor and his subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workman engaged on the Work as determined by the Labor and Industrial Relations Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, RSMo. §§ 290.210 to 290.340, including the latest amendments thereto. The Contractor and each subcontractor shall keep an accurate record showing the names, occupations, and crafts of all workmen employed, together with the number of hours worked by each workman and actual wages paid to each workman. At all reasonable hours, such records shall be open to inspection by the representatives of the Labor and Industrial Relations Commission of Missouri and Owner. The payroll records shall not be destroyed or removed from the state for at least two (2) years after completion of the work.
- h.** Service Provider will complete all specified work within 48 hours of the Work Order being issued. If the Service Provider cannot meet this requirement due to rain or another unforeseen reason, the Service Provider shall contact Community Development Codes Enforcement Department immediately to make alternate arrangements.

- i. If the Service Provider is ordered off a property or is denied entry to a property, the Service Provider shall immediately remove his/her equipment, leave the property and immediately contact the Codes Enforcement Department. The Service Provider is entitled to one (1) man-hour of compensation at the contracted rate in accordance with the type of work that was scheduled to be performed if ordered off a property.
- j. Service Provider agrees that any documents, reports, or other work product developed pursuant to this contract are the exclusive property of the City.
- k. Service Provider agrees to refrain from discrimination in terms and condition of employment on the basis of race, color, religion, sex or national origin.
- l. Service Provider agrees to fully and completely indemnify City against any loss or damage arising out of Service Provider's work or any of the Service Provider's employees.
- m. Service Provider agrees to send all invoices, forms and any other documents to:

City of Grain Valley
Community Development, Codes Enforcement Department
Attention: Ray Draper
711 Main Street
Grain Valley, Missouri 64029

- n. Service Provider will abide by all provisions set forth in this agreement as well as all requirements set forth in the document titled: "Request for Sealed Proposal for Abatement Services (RFP 2018-02)."

6. RELATIONSHIP BETWEEN THE PARTIES

Service Provider is retained for the purposes and to the extent set forth in this Agreement and its relationship to the City shall be that of a Service Provider. The parties understand and agree that the Service Provider shall **NOT** be considered to be an agent or employee of City. Neither party has the general authority to enter into any contract, assume any obligation or make any warranties or representations on behalf of the other. Service Provider is not entitled to any retirement, life insurance, vacation, health care or similar benefits available to employees.

7. TERMINATION

This Agreement may be terminated by the City at any time by providing a thirty (30) day written notice to Service Provider. The Service Provider is entitled to payment for only those services or materials provided prior to notice of termination.

8. AMENDMENTS

Any amendments to this Agreement must be made in writing and signed by both parties.

9. GOVERNING LAW

The Laws of the State of Missouri will govern the interpretation and enforcement of the contract in all respects.

10. HEADINGS

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

11. SEVERABILITY

If one or more of the contract clauses are found to be unenforceable, illegal, or contrary to public policy, the contract remains in full force and effect except for the unenforceable clause or clauses.

12. TIME OF ESSENCE

Time is of the essence in all provisions in the Agreement.

13. AUTHORITY

THE INTENT OF THIS DOCUMENT IS TO PROVIDE THE NATURE AND SCOPE OF WORK ISSUED.

The undersigned state they have authority to enter into and be bound by the provisions of this Agreement.

INWITNESS THEREOF, the parties have executed this Agreement as of the day and year first written above.

EARL MADISON COMPANY, LLC
REPRESENTATIVE

CITY OF GRAIN VALLEY
CITY ADMINISTRATOR

Signature: _____

Signature: _____

Print/Type Name: _____

Print/Type Name: _____

Title: _____

Title: _____

**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	05/14/2018	
BILL NUMBER	R18-22	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH NETSTANDARD FOR INFORMATION TECHNOLOGY MANAGEMENT SERVICES	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ken Murphy – Assistant City Administrator	
FISCAL INFORMATION	Cost as recommended:	2018 (remaining)- \$66,310 Yearly - \$103,500 (approx.)
	Budget Line Item:	100-08-74600, 600-60-74600, 600-65-74600, 210-55-74600, 200-22-74600, 100-08-78530
	Balance Available	\$74,129.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide management, support and security to the City's network	
BACKGROUND	See Attached Memo	
SPECIAL NOTES	See Attached Memo	
ANALYSIS	See Attached Memo	
PUBLIC INFORMATION PROCESS	None	
BOARD OR COMMISSION RECOMMENDATION	None	

DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Memo & Service Agreements

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

May 14, 2018

RESOLUTION NO:
R18-22

SPONSORED BY:
ALDERMAN COLEMAN

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH NETSTANDARD, INC FOR INFORMATION TECHNOLOGY MANAGEMENT SERVICES

WHEREAS, the Board of Aldermen of the City of Grain Valley is committed to administering the highest level of system security and service to its citizens; and acknowledge that that service begins with security of City systems; and

WHEREAS, the City's network and desktop systems require the evaluation, oversight, management and support of IT managed services to ensure the safety and security of system data; and

WHEREAS, the Board of Aldermen understand that as daily functions rely more on IT infrastructure the need for professional management is paramount; and

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: The City Administrator is hereby authorized to enter into an agreement with NetStandard, Inc for Information Technology Management Services.

PASSED and APPROVED, via voice vote, (___-___) this ___ day of May, 2018.

Mike Todd
Mayor

ATTEST:

Theresa Osenbaugh
City Clerk

[R18-22]

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Memorandum

To: Ryan Hunt, City Administrator
From: Ken Murphy, Assistant City Administrator
Date: 5/7/2018
Re: IT Managed Services

The City has used NetStandard, Inc. for the last eight years in an IT management capacity. We've been happy with the service provided by NetStandard but our agreement was fairly limited in nature and still requires a lot of staff time to deal with IT issues as they arise. The current agreement basically just allows us a certain number of hours per month to address any issues that arise. In its current form anything that goes above and beyond those allowable hours has to be handled on a project basis which means additional cost.

Over the last couple of budget cycles staff has heard from the Board a desire to make sure we are taking all the necessary steps to ensure our network is as secure as possible and to make sure we stay in front of possible issues. The Board approved items in the 2018 budget that would help with these issues. They approved a switch to the Microsoft 365 platform as well as off-site backup storage of our data. As staff began looking into the best way to implement these things we began having discussions with NetStandard and learned that there was an option to incorporate all of these things with an upgrade to our existing agreement. NetStandard has a full service management programs called Clarity and also offers off-site storage through DataSafe as well as management of Office 365. As staff looked at the cost of this upgraded agreement we discovered that there were funds budgeted for 2018 to cover this. Between our existing agreement with NetStandard, Office 365 and an off-site data backup program we were already looking at making a substantial investment but it would've been a piece meal approach and wouldn't have condensed everything to a central management point.

Benefits of going with the Clarity option include having a dedicated technology manager assigned to us, environment monitoring, security services, online backups, maintenance of warranties & licenses, vendor/hardware/application management, automated reporting, 24/7/365 service desk and ongoing strategic planning. As IT needs continue to grow it has put a stress on current staff to keep up. Ed Parkison, our IT/GIS specialist has been asked to be a full time IT person and still handle all GIS issues. With more and more dependence on network systems there is a need to have more resources at our disposal. There are constant changes in the IT industry and we need to have a professional service

to ensure we stay on top of those changes. This will also allow us to plan for IT infrastructure needs much in the way we do with vehicles and equipment.

Internal customer service will also improve with the Clarity program. Ed does a good job of trying to handle issues when they come up but he's only one person and if he happens to be out of the office there can be delays in trying to find the best way to address the issue. With the Clarity program we can send everything through NetStandard and not have to worry about going over our allotted number of hours per month. This is a 24 hour a day service so there will always be someone there.

Our current "off-site" data backups are at the public works maintenance facility which leave us very vulnerable in the event of a natural disaster or catastrophic event. NetStandard has a secure off-site facility that would allow us to know our data backups are safe. This is very important because we are required by law to keep a large amount of digital data.

The Office 365 upgrade will be beneficial because it will mean all of our employees are using the same programs. Right now we have multiple versions of Office running on our computers which make it difficult to help employees who are having issues. Office 365 will have everyone running on the same program and will mean that we constantly have the latest version and updates without having to physically install them on the computers.

These are all issues that need to be dealt with as the City continues to grow and we depend more and more on network services and digital materials. We've enjoyed our partnership with NetStandard and feel that the best way to meet our needs is to expand our current agreement with NetStandard. They know our system and know what we need as we move forward. To try to bring in someone new would likely cause extended delays in getting these programs implemented.

This Information Technology Services Agreement (“Agreement”) is made this 15th day of May 2018 (“Effective Date”) between NetStandard, Inc. (“NSI”), with a principle office at 2000 Merriam Lane, Kansas City, KS 66106 (NSI may also be referred to as “Company”), and City of Grain Valley (“ ”) with a principle office at 711 Main Street Grain Valley, MO 64029 may also be referred to as “Customer”) (“Company” and “Customer” are collectively referred to as the “Parties”).

WHEREAS, Company is engaged in the business of providing a range of information technology services; and

WHEREAS, Customer desires to retain Company to perform information technology services and functions; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the Parties have agreed and do agree as follows:

AGREEMENT

1. **Contracted Services.** This Agreement shall apply to the delivery of information technology services, support, functions and/or products as further described in one or more Service Attachment(s), Statement(s) of Work or Product Order(s) that may be proposed and approved in writing by the Parties. Any such approved Service Attachment(s), Statement(s) of Work or Product Order(s) shall be attached hereto and incorporated herein by reference (the services and functions described in any Service Attachment and/or Statement of Work shall be referred to as the “Services;” the products described in any Product Order shall be referred to as the “Products”). The term “Agreement” shall include this Master Service Agreement as well as any and all Service Attachment(s), Statement(s) of Work, and Product Order(s) incorporated herein by reference. Absent the execution of a Service Attachment, Statement of Work or Product Order, this Agreement does not, in and of itself, represent a commitment by Company to provide any Services or Products to Customer or a requirement that Customer pay any fees to Company.

2. **Term of Agreement**
 - (a) This Agreement shall commence on the Effective Date set forth above and will continue in full force and effect until terminated by either party as provided herein, or until Company is no longer obligated to provide any Services or Products to Customer pursuant to an attached Service Attachment, Statement of Work or Product Order. In the event that a Service Attachment provides for a different term, the Service Attachment term will control for that specific Service Attachment only.

 - (b) In the event that there is a continuing need for the provision of any Services or Products identified in a Service Attachment, Statement of Work or Product Order after the expiration or termination of this Agreement, and Customer requests in writing to have Company complete the Services or provide Product, this Agreement will automatically renew for the period of time that it takes for the completion of such Services or delivery of such Products. Customer acknowledges that it will be responsible for all fees, costs, and expenses incurred by Company for Services rendered or Products delivered after expiration or termination of this Agreement.

 - (c) The Agreement can be terminated for cause, as defined in paragraph 14(a) herein, at any time provided: (1) the alleged breaching party is notified in writing and given an opportunity to cure the alleged breach in the manner set forth in paragraph 14(a) below; and (2) the alleged breach was not caused by a condition described in paragraph 18(e).

3. **Fees and Payment Terms**
 - (a) In exchange for the Services performed or Products delivered by Company, as set forth in any Service Attachment(s), Statement(s) of Work or Product Order(s), Customer agrees to compensate Company at the rates identified in the fee schedule set forth in the Service Attachment(s), Statement(s) of Work or Product Order(s). Customer shall also be responsible for payment of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with, any of the Services or Products provided pursuant to this Agreement. Customer will pay all invoices within fifteen (15) days of receipt thereof. Customer’s failure to remit payment due within fifteen (15) days of receipt of an invoice shall be considered a material breach of this Agreement subject to accelerated termination pursuant to

paragraph 14(a) of this Agreement. Customer shall be responsible for reimbursing Company for any actual costs, including attorney's fees, related to resolving any unpaid balance.

- (b) Company reserves the right to charge a late payment fee of one and one-half percent (1.5%) per month on all unpaid balances.
- (c) In addition, Customer shall reimburse Company its actual out-of-pocket expenses as reasonably incurred by Company in connection with performance of Services or delivery of Products. Additional expenses for materials, services, training and hardware may only be incurred by Company and charged to Customer if prior written approval from Customer has been obtained.

4. **Additional Products and Services**

- (a) NetStandard shall perform the Services set forth in the Service Attachment(s) in accordance with the Service Level Agreements identified in the respective Service Attachment(s) and other terms and conditions of this Agreement and any attached Service Attachment(s).
- (b) Company and Customer may from time to time mutually agree to additional products and/or services not covered by an existing Service Attachment, Statement of Work or Product Order. In the event Customer desires to add products or services not covered by an existing Service Attachment, Statement of Work or Product Order, Company and Customer shall execute a new Service Attachment, Statement of Work or Product Order regarding the desired additional products and/or services. Such Service Attachment Statement of Work or Product Order shall be attached hereto and incorporated fully herein by reference.
- (c) In the event Customer desires to make changes to Services provided pursuant to an existing Service Attachment, Customer shall notify Company in writing of its proposed changes. Company shall have five (5) days from the receipt of Customer's request to either accept or reject the proposed changes. If Company accepts Customer's proposed changes to a Service Attachment, Company shall notify Customer in writing of the acceptance, and the proposed changes shall automatically become an addendum to the affected Service Attachment. If Company rejects Customer's proposed changes, this Agreement and any attached Service Attachment shall remain unchanged.
- (d) Customer acknowledges that Company may, from time to time and without notice, make nominal or incidental changes to the Services provided in order to conform to Customer's use of the Services.

5. **Products.** Company may from time to time, in connection with the provision of Services to Customer, offer certain Products for sale to Customer. This paragraph 5 shall set forth the terms and conditions for the purchase of any Products by Customer.

- (a) **Invoicing and Payment.** Products will be invoiced to Customer upon Company's acceptance of a Product Order. Company's invoice will include all Products available at the time of order acceptance. Back ordered items will be separately invoiced on the date shipped. Shipping, handling and insurance charges will be added to the invoice amount. If Customer has entered into an agreement for Services to be provided by Company, those Services will be separately invoiced to Customer. Payment is due fifteen (15) days from invoice date. In no event shall the due date of a Product invoice be extended on account of back ordered items or status of Service completion. Company reserves the right to charge a late payment fee of one and one-half percent (1.5%) per month on all unpaid balances.
- (b) **Title.** Company shall retain title and ownership in and to Products sold to Customer until full payment of the purchase price is received by Company, whereupon both shall automatically pass to Customer. Until title and ownership passes to Customer, Customer agrees to maintain Products in good operating condition.
- (c) **Delivery.** Shipping dates are approximate and deliveries are subject to unavoidable delays. Company shall not be liable for damages caused by delay in delivery, installation or furnishing of Services.
- (d) **Returns.** All returns must be accompanied by a Company assigned Return Merchandise Authorization (RMA) number. Customer must provide Company with an invoice number and Product serial number when requesting an RMA number. No returns on memory after 15 days from date of invoice; no returns on other Products after 30 days from date of invoice. All returns subject to a 15% restocking fee. Returned Products must be in new and working condition in original package, including all manuals. Special ordered items will not be accepted for return. No returns on software or memory that has been opened. All returns are subject to the terms and conditions of the manufacturer's return policy.

- (e) **Taxes.** Customer shall pay all federal, state and local sales, use, property, excise, or other taxes imposed on or with respect to the purchase price of the Products.
- (f) **Risk of Loss.** Risk of loss or damage to Product(s) purchased by Customer shall pass to Customer upon signed acceptance of delivery.
- (g) **Warranty Disclaimer.** CUSTOMER ACKNOWLEDGES THAT ANY PRODUCTS PURCHASED FROM COMPANY ARE SUBJECT ONLY TO THE MANUFACTURER’S ORIGINAL WARRANTY. ALL PRODUCTS ARE PURCHASED “AS IS” AND “WITH ALL FAULTS.” SOFTWARE IS SUBJECT TO SUCH WARRANTIES AS THE MANUFACTURER MAY MAKE UNDER THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT ALL ITS DATA FILES ARE ADEQUATELY DUPLICATED AND DOCUMENTED. COMPANY WILL NOT BE RESPONSIBLE FOR CUSTOMER’S FAILURE TO DO SO, NOR FOR THE COST OF RECONSTRUCTING DATA STORED ON FIXED DISKS, MAGNETIC TAPES, MEMORIES, OR ANY OTHER STORAGE MEDIA AND/OR DEVICES. COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF FITNESS FOR A PARTICULAR USE OR MERCHANTABILITY. COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONJUNCTION WITH THE SALE OF PRODUCTS TO CUSTOMER. THE PRICES AND DISCOUNTS APPLICABLE UNDER THIS AGREEMENT TAKE INTO ACCOUNT THIS LIMITED WARRANTY AND LIMITATION OF LIABILITY.

6. Protection of Rights

- (a) Customer acknowledges that, pursuant to this Agreement, no right, title, or interest in or to any copyrights, trademarks, or other proprietary or intellectual property rights owned or held by NSI are transferred to Customer. Further, NSI acknowledges that, pursuant to this Agreement, no right, title, or interest in or to any copyrights, trademarks, or other proprietary or intellectual property rights owned or held by Customer are transferred to NSI.
- (b) Unless otherwise agreed in writing by the Parties, any hardware or software optionally purchased by Customer shall be the sole property of Customer. Customer agrees to be bound by all vendor-specific software licenses and/or end user license agreements for all software modules sold, installed and/or managed by NSI. NetStandard is not responsible for any damages to Customer resulting from Customer’s violation of or failure to comply with any vendor-specific licenses or end user license agreements. Customer may not grant to any third party a sub-license, lease, or sub-lease of equipment, hardware, or software serviced by NSI without the express written consent of NSI.
- (c) NSI provides some of its Services under this Agreement via the Internet. Customer acknowledges that the Internet is not owned, operated, managed by, or in any way affiliated with NSI, but is instead a separate network of computers independent of NSI. Customer’s use of the internet is solely at Customer’s own risk and is subject to all applicable local, state, national and international laws and regulations. Customer’s ability to access the Internet or NSI Services via the Internet is beyond NSI’s control. Unless agreed otherwise in writing by the Parties, Customer assumes all risk and responsibility for the content of information transferred across the Internet by Customer.

7. Independent Contractor. The Parties enter into this Agreement, including any attached Service Attachment(s), Statement(s) of Work or Product Orders, as independent contractors and nothing within this Agreement shall be construed to create a joint venture, partnership, agency, or other employment relationship between the Parties. All Company employees who are assigned to perform services at any Customer owned or leased facility shall be considered to be an employee of Company only and will not be considered an agent or employee of Customer for any purpose. Company will be solely responsible for payment of all compensation owed to its employees, including all applicable federal, state and local employment taxes and will make deductions for all taxes and withholdings required by law. In no event will any Company employee be eligible for or entitled to any benefits of Customer.

8. Confidential Information

- (a) Customer understands and acknowledges that Company may, from time to time, disclose “Confidential Information” to Customer. For purposes of this Agreement, the term “Confidential Information” shall include but not be limited to any nonpublic and/or proprietary information or materials relating to Company’s promotional and/or marketing strategy and activity, Company’s pricing information (including but not limited to rates, margins, and budgets), Company’s financial

and budget information, Company’s customer lists, information about the education, background, experience, and/or skills possessed by Company employees, Company employee compensation information, Company’s service and/or sales concepts, Company’s service and/or sales methodology, Company’s service and/or sales techniques, Company’s customer satisfaction data or sales information, or any information which Company marks or identifies as “confidential” at the time of disclosure or confirms in writing as confidential within a reasonable time (not to exceed thirty (30) days) after disclosure. Customer will not disclose Company’s Confidential Information to any third party at any time without the prior written consent of Company and shall take reasonable measures to prevent any unauthorized disclosure of Company’s Confidential Information by its employees, agents, contractors, or consultants. Further, Company’s Confidential Information shall include the terms set forth in this Agreement, all of which shall remain the property of Company and shall in no event be transferred, conveyed, or assigned to Customer as a result of the services provided pursuant to this Agreement. The foregoing duty shall survive for a period of three (3) years following the termination or expiration of this Agreement.

- (b) Company also understands and acknowledges that Customer may, from time to time, disclose to Company proprietary ideas, concepts, expertise, and technologies developed by Customer relating to computer application programming, installation, and operation (collectively “Customer’s Confidential Information”). Customer may further provide to Company documentation, reports, memoranda, notes, drawings, plans, papers, recordings, data, designs, materials, or other forms of records or information relating to Customer’s business operations (collectively “Confidential Trade Information”). Company agrees (i) not to use any Customer Confidential Information or Confidential Trade Information for its own use or for any purpose other than the specific purpose of completing the Services; (ii) not to voluntarily disclose any Customer Confidential Information or Confidential Trade Information to any other person or entity; and (iii) to take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Customer Confidential Information and/or Confidential Trade Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized by this Agreement to have such Customer Confidential Information and/or Confidential Trade Information. The foregoing duty shall survive for a period of three (3) years following the termination or expiration of this Agreement.
- (c) The following shall not be considered Confidential Information for purposes of this Agreement: (a) Information which is or becomes in the public domain through no fault or act of the receiving party; (b) Information which was independently developed by the receiving party without the use of or reliance on the disclosing party’s Confidential Information; (c) Information which was provided to the receiving party by a third party under no duty of confidentiality to the disclosing party; or (d) Information which is required to be disclosed by law with no further obligation of confidentiality, provided, however, prompt prior notice thereof shall be given to the party whose Confidential Information is involved.
- (d) The Parties agree that the disclosure of any of the foregoing Confidential Information by either party shall give rise to irreparable injury to the owner of the Confidential Information, inadequately compensable in monetary damages. Accordingly, the non-disclosing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available.

9. **Nonsolicitation**

- (a) **Nonsolicitation of Company Personnel.** Customer may not, either directly or indirectly, solicit, hire, contract with or endeavor to entice away any Company employee during the Term of this Agreement and for a one (1) year period following its termination (the “Nonsolicitation Term”). If Customer hires a Company employee without first obtaining the written consent of Company, Customer shall pay Company as liquidated damages an amount equal to 100% of the employee’s annual fair market salary, as determined by Company in its sole discretion. This provision is considered a material term that allows for accelerated termination rights under paragraph 14 of this Agreement.
- (b) **Nonsolicitation of Company Clients.** During the Term of this Agreement and for a one (1) year period following its termination, Customer shall not solicit, interfere with, endeavor to entice away, or enter into a contract with any existing or prospective client of NSI for the purposes of supplanting services provided by or to be provided by NSI. For purposes of this Agreement, “existing client” is defined as any client of NSI to whom Customer was introduced or made aware of by virtue of Customer’s business relationship with NSI. For the purposes of this Agreement, “prospective client” is defined as any business prospect NSI has actively pursued and to whom Customer was introduced during the course of Customer’s relationship with NSI. Customer acknowledges that a violation of this paragraph 9(b) may give rise to irreparable injury to Company, inadequately compensable in monetary damages. Accordingly, Company may seek and obtain injunctive relief against Customer’s breach of this paragraph 9(b).

10. **Limited Warranty.** Any warranty offered by Company for Services provided herein shall be set forth in the Service Attachment. In the absence of any warranty language in the Service Attachment, Company warrants that all Services performed pursuant to this Agreement will be performed in accordance with the general standards and practices of the information technology industry in existence at the time the Services are being performed. Security services performed will not guarantee a level of security for the system being assessed. IN THE EVENT THAT THERE IS NO WARRANTY SET FORTH IN THE SERVICE ATTACHMENT(S), THE FOREGOING EXPRESS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT APPLICABLE.
11. **Limitation of Liability.** CUSTOMER AGREES THAT COMPANY SHALL NOT BE LIABLE TO CUSTOMER, OR ANY THIRD PARTY, FOR: (1) ANY LIABILITY CLAIMS, LOSS, DAMAGES OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY OUT OF SERVICES PROVIDED HEREIN; (2) ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND CUSTOMER AGREES TO INDEMNIFY AND HOLD COMPANY HARMLESS AGAINST SUCH LIABILITIES, CLAIMS, LOSSES, DAMAGES (CONSEQUENTIAL OR OTHERWISE) OR EXPENSES, OR ACTIONS IN RESPECT THEREOF, ASSERTED OR BROUGHT AGAINST COMPANY BY OR IN RIGHT OF THIRD PARTIES; OR (3) ANY PUNITIVE DAMAGES. FOR PURPOSES OF THIS AGREEMENT, INCIDENTAL OR CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED REVENUES, INCOME, PROFITS OR SAVINGS; LOSS OF OR DAMAGE TO BUSINESS REPUTATION OR GOOD WILL; LOSS OF CUSTOMERS; LOSS OF BUSINESS OR FINANCIAL OPPORTUNITY; OR ANY OTHER INDIRECT OR SPECIAL DAMAGES OF ANY KIND CATEGORIZED AS CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THE LAW OF THE STATE OF KANSAS. CUSTOMER'S SOLE REMEDY FOR COMPANY'S NON-CONFORMING PERFORMANCE OF SERVICES OR DELIVERY OF PRODUCTS SHALL BE, IN COMPANY'S ABSOLUTE DISCRETION, RE-PERFORMANCE OF THE NON-CONFORMING SERVICES OR A REFUND OF THE AMOUNT PAID BY CUSTOMER FOR THE NON-CONFORMING SERVICE OR PRODUCTS. COMPANY'S LIABILITY FOR ANY DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT BILLED OR BILLABLE TO CUSTOMER FOR SERVICES PROVIDED BY COMPANY DURING THE PRECEDING TWO (2) MONTHS FROM THE DATE THE ALLEGED DAMAGES WERE INCURRED.
12. **Equal Opportunity Employer.** Company is an Equal Opportunity Employer and does not discriminate in recruitment, hiring, transfer, promotion, compensation, development, or termination of its employees on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable federal, state and local laws. Customer likewise represents that it will not discriminate in the referral or acceptance of Company employees hereunder on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable federal, state and local laws.
13. **Indemnification.** Each party shall indemnify, defend and hold harmless the other, its employees, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, from and against any third party claims, demands, loss, damage or expense relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused solely by the negligence or willful conduct of the indemnifying party, its personnel or agents in connection with the performance of the Services hereunder. To the extent that such claim arises from the concurrent conduct of Customer, Company and/or any third party, it is expressly agreed that Company's liability shall be limited by the terms and provisions of paragraph 11 herein and that, with respect to any remaining obligations to pay any third party claims, demands, losses, damages or expenses that are not limited by the terms and provisions of paragraph 11 herein, each party's obligations of indemnity under this paragraph shall be effective only to the extent of each party's pro rata share of liability. To receive the foregoing indemnities, the party seeking indemnification must promptly notify the other in writing of a claim or suit and provide reasonable cooperation (at the indemnifying party's expense) and full authority to defend or settle the claim or suit. The indemnifying party shall have no obligation to indemnify the party seeking indemnification under any settlement made without the indemnifying party's written consent.
14. **Termination**
- (a) **Termination for Material Breach.** If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement (including any Service Attachment(s), Statement of Work or Product Order attached hereto), then the non-breaching party shall provide written notice to the other party's representative identified in Exhibit I attached hereto describing the alleged breach in reasonable detail. If the alleged breach relates to Customer's failure to pay any sum due and owing under this Agreement, or if Customer makes an unauthorized solicitation of a Company employee

under the provisions of paragraph 9 herein, Customer shall have ten (10) business days after notice of such failure to cure the breach. If Customer fails to cure the breach within ten (10) business days, then Company may immediately terminate this Agreement, in whole or in part, for cause, by providing written notice to Customer. With respect to all other breaches of this Agreement, the non-breaching party must provide the breaching party notice in writing clearly identifying the breach. Unless the Parties agree in writing to a longer time, the breaching party shall have fifteen (15) days from its receipt of the written notice of breach to cure the breach. If the breaching party fails to cure the breach within fifteen (15) days of receipt of the written notice of breach, then the non-breaching party may terminate this Agreement, in whole or in part, for cause by providing written notice to the authorized contact identified in Exhibit 1 attached hereto and fully incorporated herein. If the breach is one that cannot reasonably be cured within fifteen (15) days of receiving notice, the parties shall mutually agree in writing to a time schedule and plan for curing the breach. If the breach is not cured by the mutually agreed upon deadline, the non-breaching party may terminate this Agreement, in whole or in part, for cause by providing written notice to the authorized contact identified in Exhibit 1 to this Agreement.

- (b) **Termination of Individual Services.** If Customer is receiving Services under multiple Service Attachments, the Termination of one Service Attachment does not affect any other Service Attachment or this Agreement. If Company terminates any Service Attachment due to Customer’s material breach, Customer shall not be relieved of its obligation to remit payment for any unpaid, undisputed balance, or compensate Company its actual costs incurred as a result of Company’s reasonable reliance upon Customer’s promise to honor its obligations under the Service Attachment.
- (c) **Termination for Bankruptcy.** Company shall have the immediate right to terminate this Agreement, by providing written notice to Customer, in the event that (i) Customer becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of Customer’s property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
- (d) **Payments Due.** The termination of this Agreement shall not release Customer from the obligation to make payment of all amounts then or thereafter due and payable.
- (e) **License Fees.** Upon termination of this Agreement or any Service Attachment for any reason, Customer shall be responsible for the unpaid balance of any license fees or similar use fees incurred by Company on behalf of Customer.
- (f) **Discontinued Services.** Company reserves the right, in its absolute discretion, to discontinue offering any Service(s) identified in any Service Attachment or Statement of Work, in whole or in part, upon sixty (60) days written notice to Customer. Company shall not be in breach of this paragraph 14(f) or any other provision of this Agreement if one or any of Company’s vendors provides less than thirty (30) days notice to Company that a particular service will no longer be available to its customers.
- (g) **Termination due to Inactivity** – Paragraph 2.(a) notwithstanding, in the event that no Service Attachments, Product Orders or Statements of Work are in effect, Company shall have the option to terminate this Agreement, without cause, by providing thirty (30) days notice of its intent to terminate the Agreement without cause.

15. **Acceptable Use Policy.** Customer, its employees and agents, and any person or entity authorized by Customer to utilize Company’s network shall be bound by Company’s Acceptable Use Policy (the “Use Policy”) published on its website, available at <http://www.netstandard.com/acceptable-use-policy/>. Violations of this Use Policy may result in a demand for immediate removal of offending material, immediate temporary or permanent filtering, blocked access, suspension or termination of service, or other action appropriate to the violation, as determined by Company in its sole discretion. When feasible, Company shall give notice of the violations and allow reasonable time for them to be cured, not to exceed 10 days; however, Company reserves the right to act without notice when necessary, as determined by Company in its sole discretion. Company may involve, and will cooperate with, law enforcement if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of this Use Policy.

16. **Exigent Circumstances.** When exigent circumstances arise which threaten violation of existing laws, Company’s Acceptable Use Policy or Privacy Policy, compromise of Company’s network, or compromise of Customer’s network, Company reserves the right, in its sole and absolute discretion, to take appropriate action without Customer consent. In such circumstances, Company will make reasonable efforts to contact Customer and to resolve the exigency. Examples of exigent circumstances include, but are not limited to, denial of service attacks, hijacking of a Customer website or application for unlawful use by an unauthorized third party, or infection of a resource within Customer’s network by harmful malware.

17. **Customer Responsibilities**

- (a) Customer shall promptly notify Company of any changes to the information contained in Exhibit 1, attached hereto and fully incorporated herein. Company is not responsible for any incorrect or inaccurate information provided on Exhibit 1.
- (b) During the Initiation of Services Period, as this term is further defined in the attached Service Attachment(s), Customer will provide Company reasonable access to Customer’s network and Customer’s facilities in order for Company to timely complete its initiation of services. Customer’s failure to provide reasonable access to Company may result in delays in completing the initiation of services. Any such delay described in this paragraph 17(b) shall not be grounds for termination by Customer. In the event Company terminates this Agreement due to a delay described in this paragraph 17(b), Customer shall be responsible for all actual costs and expenses incurred by Company in reliance on this Agreement.

18. **Miscellaneous Provisions**

- (a) **Non-Restrictive Relationship.** Company may provide the same or similar services to other customers.
- (b) **Waiver.** The rights and remedies provided to each of the Parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either party of its right to terminate this Agreement or to enforce any provision of this Agreement for default or violation by the other party shall not prejudice such party’s rights of termination or enforcement for any further or other’s default or violation or be deemed a waiver or forfeiture of those rights.
- (c) **Privacy.** Company is committed to protecting the privacy of all of its customers, and Company has enacted policies to protect certain information from disclosure to third parties (the “Privacy Policy”). A copy of Company’s Privacy Policy may be accessed via Company’s website at <http://www.netstandard.com/privacy/>.
- (d) **Attorney’s Fees.** In the event Company is forced to take legal action against Customer to enforce any of the terms of this Agreement or any attached Service Attachment(s), Company shall be entitled to recover from Customer its reasonable costs, necessary disbursements, and attorney’s fees incurred in enforcing this Agreement.
- (e) **Force Majeure.** Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including and without limitation: strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.
- (f) **Notices.** All notices required under or regarding this Agreement, including any Service Attachments, must be in writing and will be considered if delivered personally, mailed via registered or certified mail (return receipt requested and postage prepaid), given by facsimile (confirmed by certification of receipt), sent by e-mail (confirmed by read receipt) or sent by courier (confirmed by receipt) addressed to the following designated parties:

If to NetStandard, Inc.:
NetStandard, Inc.
Attention: Account Services
2000 Merriam Lane
Kansas City, KS, 66106
E-mail: admin@netstandard.com

If to: Company name: listed above
Address: listed above
Contact: on signature line

- (g) **Contact and Billing Information.** Customer’s designated contact for Notices described above and billing information is identified in Exhibit I of this Agreement.
- (h) **Assignment.** Customer may not assign this Agreement without the prior written consent of Company.
- (i) **Facility Rules and Safety Requirements.** The employees and agents of each Party, while on the premises of the other Party, shall be bound by any and all rules and regulations in effect, including safety and security requirements.

- (j) **Survival.** Any provision of this Agreement that contemplates performance or observance following termination or expiration of this Agreement, or that by its nature should continue to be effective following termination or expiration of this Agreement, will survive termination or expiration of this Agreement and continue in full force and effect until the natural termination of the particular provision.
- (k) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument. A signature transmitted by facsimile or scanned from the original shall be considered an original signature for purposes of this Agreement.
- (l) **Severability.** If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.
- (m) **Captions.** The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
- (n) **Entire Agreement.** This Agreement and any Service Attachment(s) incorporated herein constitute the entire agreement between the Parties and supersede any prior or contemporaneous communications, representations or agreements between the Parties, whether oral or written, regarding the subject matter of this Agreement.
- (o) **Modification.** Except as otherwise provided in an Service Attachment, this Agreement and any Service Attachment(s) may be modified only by an instrument in writing executed by the Parties hereto. Any written work order or request for additional services submitted by Customer shall not modify the terms of this Agreement and will only be considered an offer to modify the Agreement.
- (p) **Supremecy.** This Master Service Agreement shall replace and supercede all prior Master Service Agreements entered into by and between the Parties. Any Service Attachment(s) executed by the Parties after execution of this Master Service Agreement shall be governed only by this Master Service Agreement. The Parties acknowledge that some inconsistencies may exist between this Master Service Agreement and Service Attachments executed prior to this Master Service Agreement. The Parties agree that any inconsistencies or ambiguities that may arise between an existing Service Attachment and this Master Service Agreement shall be construed in favor of the existing Service Attachment.
- (q) **Applicable Law.** This Agreement is made under and will be construed in accordance with the law of Kansas without giving effect to that state's choice of law rules. The forum for any dispute or litigation arising out of this Agreement shall be in the Wyandotte County District Court or in the Federal District Court for the state of Kansas.
- (r) **Successors and Third Party Beneficiaries.** This Agreement shall inure to the benefit of Company and Customer and any successors or assigns of Company and Customer. No third party shall have any rights hereunder.
- (s) **Audit Attestation.** Company is committed to protecting the data hosted in Company's data center, both physically and logically. Detailed controls regarding the security of hosted data are available in Company's control audit attestation report. Company maintains an attestation report (i.e. SSAE16, SSAE18) that may be reviewed by Customer upon request.

IN WITNESS WHEREOF, the Parties have executed this Master Services Agreement as of the Effective Date above.

NetStandard, Inc.	City of Grain Valley
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

This MyAppsAnywhere Office 365 & Azure Attachment (“OFFICE 365 & AZURE Attachment”) references terms and conditions in a Master Services Agreement by and between NetStandard, Inc. (“NSI”), with a principle office at 2000 Merriam Lane, Kansas City, KS 66106 (NSI may also be referred to as “Company”), and City Of Grain Valley (“Client”) with a principle office at 711 Main Street Grain Valley, MO 64029 (“Customer”) (“Company” and “Customer” are collectively referred to as the “Parties”) with an Effective Date of 5/15/2018.

WHEREAS, Company offers products and services for the purpose of hosting business application software and related infrastructure known as the MyAppsAnywhere Hosted Solutions;

WHEREAS, Customer desires to retain Company to provide the MyAppsAnywhere Hosted Solutions to Customer’s users;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. **Definitions**

- (a) **Customer Resources** shall mean the set of computers owned by Customer that are connected to the global Internet and and to the Software as a Service Systems;
- (b) **MyAppsAnywhere Hosted Solutions** shall mean the subscription-based hosted business application software and related infrastructure offered by Company, including Microsoft Office 365 and Azure.
- (c) **Service Desk** shall mean Company’s dedicated staff of technical and customer support specialists who shall be Customer’s first point of contact for reporting incidents and service requests;
- (d) **Software as a Service Systems** shall mean any hardware, software, remote backup systems, other services, documents, files and information accessible by Customer for the purpose of delivering the MyAppsAnywhere Hosted Solutions;

2. **Services**

- (a) **Service Desk Support Services.** For each user granted access to the MyAppsAnywhere Hosted Solutions by Customer (“End User”), Company shall provide Service Desk support services. The number of End Users shall be the number of active directory users set up by Company on behalf of Customer in order to deliver the MyAppsAnywhere Hosted Solutions, as well as any additional users authorized by Customer during the term of this OFFICE 365 & AZURE Attachment. End Users may initiate service tickets with the Service Desk and ask general “how-to” questions regarding Customer’s applications. The Service Desk is available Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Time, excluding the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- (b) **Incident Response.** The Service Desk will respond, investigate and repair anomalous operation of the Microsoft OFFICE 365 & AZURE Hosted Solutions. Customer is responsible for providing any and all information requested to assist in resolution of the anomaly.
- (c) **Service Requests Related to Customer Customizations.** Company will respond to anomalous operation of Microsoft Office 365 & Azure services. If the anomaly is caused by a *Customer’s customization of the Office 365 or Azure service*, even though it is possible to customize the service, the Customer will be billed for Company’s time and expenses related to investigation of the reported anomaly caused by the customizations.
- (d) **Service Requests Related to Customer Resources.** Company can assist with resolution of anomalous operations of Customer Resources. The investigation and resolution of issues related to Customer Resources are outside the scope of this OFFICE 365 & AZURE Attachment, and Customer will be billed for Company’s time, materials and expenses related to investigation and resolution of problems or anomalies found in Customer Resources.

3. **Pricing and Payment Terms**

- (a) **Monthly Service Fee.** See attached Appendix A, MyAppsAnywhere Office 365 & Azure Quote, for Customer's monthly service fee. Customer's obligation to pay the monthly service fee identified in Appendix A shall become effective once provisioning is completed and user ID's and passwords have been provided to Customer.
- (b) **One-Time Setup Fee.** A one-time payment identified in Appendix A is required before Company will provision the MyAppsAnywhere Hosted Solutions, including the hardware, software and all associated installation and setup services.
- (c) **Payment Terms**
 - 1. The monthly service fee is based on the following factors: the number of End Users with authority to access the MyAppsAnywhere Hosted Solutions, any additional modules identified by Customer to be provided to End Users, and the total amount of data stored on Company's systems.
 - 2. On the last business day of each month, Company shall compute the maximum amount of Customer's stored data and the number of End Users for the month and invoice Customer the monthly service fee as specified in Appendix A. Payment of monthly service fees shall not be pro-rated.
 - 3. Any services not specifically identified in this Office 365 Attachment shall be considered additional services that fall outside the scope of this Office 365 Attachment. If Customer desires to engage Company for additional services, the Parties shall execute a separate purchase order, statement of work, or Service Attachment, as may be necessary.
- (d) **Pricing Adjustments.** Customer acknowledges that Company provides Services supported by third-party suppliers. Customer further acknowledges that third-party suppliers may from time to time develop upgrades, supplements, security patches, software modifications, and make corresponding price adjustments to product and service offerings during the Term of this Agreement. As a result, Company reserves the right to adjust the monthly fee for Services identified on Exhibit A upon thirty (30) days written notice to Customer after Company receives notice from its third-party suppliers of a price increase for Services provided by Company.

4. **Requirements and Responsibilities**

- (a) **Backup of Customer Application Data.** While Microsoft copies Customer's data to multiple data centers, Customer may choose to employ a separate back-up solution to meet data retention and protection requirements. Company may offer, and Customer may subscribe to, a cloud-to-cloud back-up product. If Customer subscribes to Company's back-up product, Customer may request the following services.
 - 1) **Customer Requested Backup Restorations.** Customer, in its discretion, may request restorations of backups at any time. Restorations of lost data resulting from circumstances within Customer's control are outside the scope of this Office 365 & Azure Attachment and will be billed at Company's standard hourly rates for restoration services.
 - 2) **Long Term Storage.** If Customer requires long term storage of data, Customer must enter into a separate written agreement with Company for such services.
- (b) **Authorized End Users.** Within ten (10) days of the date the Parties execute this Office 365 & Azure Attachment, Customer shall provide Company a detailed list of all End Users, including each End User's name and email address. Customer shall be responsible for keeping its list of End Users current and shall promptly notify Company of any changes, deletions, or additions to the list of End Users.
- (c) **Administrative or Backup User Access.** Customer shall provide Company with administrative or backup user access to Customer Resources.
- (d) **Application License Agreements.** Customer acknowledges that it shall be bound by any and all license agreements for all applications hosted by Company and accessed by Customer. Customer further acknowledges that it is prohibited

from removing, modifying, or obscuring any copyright, trademark or other proprietary rights notices that are contained in or on the licensed products, and Customer shall not reverse engineer, decompile, or disassemble the licensed products, except and only to the extent that such activity is expressly permitted by applicable law.

- (e) **Initiation of Services.** Company shall have up to thirty (30) days from its receipt of Customer’s one time setup fee identified in Appendix A to fully provision Customer and provide Customer with its End User’s IDs and passwords for the Microsoft Office 365 & Azure Hosted Solutions (this 30-day period shall be referred to as the “Initiation of Services Period”).

5. Term and Termination

- (a) This Office 365 & Azure Attachment shall be in effect for a period of one (1) year beginning on the date that the Parties execute this Office 365 & Azure Attachment by signature below (the “Initial Term”). At the expiration of the Initial Term, this Office 365 & Azure Attachment shall automatically renew for subsequent 1-year periods (the “Renewal Term”), or until terminated by either party. If Customer does not wish to renew, Customer must notify Company in writing at least thirty (30) days before the last day of the applicable Initial or Renewal Term. Customer’s notice not to renew will be effective on the last day of the month following the month in which the notice was received by Company.
- (b) Customer may discontinue use of an individual application, or switch between application bundles, but may not discontinue all applications, by providing Company written notice at least fifteen (15) days before the first day of the month in which Customer desires to discontinue use of the application.
- (c) Services provided under this Office 365 & Azure Attachment are scheduled to begin on or after 5/15/2018.
- (d) Except as otherwise stated herein, this Office 365 & Azure Attachment may be terminated in accordance with Paragraph 14 of the Master Services Agreement.
- (e) Upon termination of this OFFICE 365 & AZURE Attachment for any reason, Customer shall remove any software provided by Company for the purpose of delivering the services identified herein and return all software and materials containing Company’s proprietary information to Company.

6. Service Level Agreement

- (a) **Service Availability Guarantee.** Company guarantees that the Microsoft Office 365 applications & Azure services will be operational at least 99.9% of the scheduled up-time in each calendar month. This guarantee does not apply if Customer’s unavailability is due to Customer’s custom configuration of applications or events not within Company’s control (i.e., unavailability caused by an internet service provider).
- (b) **Service Credit for Unavailability**
 1. If Customer experiences service unavailability in excess of one (1) hour during a calendar month, Customer shall be entitled to a service credit as follows:

Unavailability (in hours per calendar month)	Credit
1 – 4	One Day (Monthly fee X (1/n*))
4 – 48	One Week (Monthly fee X (7/n*))
Greater than 48	One Month (Monthly fee)

* “n” is equal to the number of days in the month in which the unavailability occurred

2. Concurrent unavailability of multiple applications shall be considered a single incident of unavailability entitling Customer to only a single service credit.
3. Customer shall not be entitled to a service credit if unavailability is due to any of the following: planned maintenance or other planned outages; packet loss; equipment or software upgrades; Customer request; any action performed by Company in order to maintain or improve its services; any Customer equipment, circuit, application, software, code,

hardware device failure or malfunction; acts or omissions of Customer and/or Customer's End Users; or reasons outside of Company's reasonable control, such as Force Majeure, as defined in the Master Service Agreement. Company's typical data center maintenance window is 12AM-6AM US Central Time Zone each Sunday morning. Company shall notify Customer at least forty-eight (48) hours in advance of any planned outage or interruption not occurring during the data center maintenance window.

- (c) **Requesting a Service Credit.** Customer shall notify Company of any unavailability in writing not more than ten (10) days after the last day of the month in which the unavailability occurred. Company shall promptly acknowledge receipt of Customer's notice, and Company shall have fifteen (15) days from receipt to determine if Customer is entitled to a service credit. Customer will be notified via email once a determination is made.
- (d) **Timing of Service Credit.** If Company determines that Customer is entitled to a service credit, Company shall issue a credit to Customer's account in the month following the month in which the determination is made.
- (e) **Sole Remedy.** The service credit described herein shall be Customer's sole remedy for any unavailability not caused by Customer or a third party (i.e., internet service provider).

IN WITNESS WHEREOF, the Parties have executed this OFFICE 365 & Azure Attachment as of the date below.

NetStandard, Inc.	Customer: City Of Grain Valley
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By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____



Microsoft Cloud Agreement

This Microsoft Cloud Agreement is entered into between the entity you represent, or, if you do not designate an entity in connection with a Subscription purchase or renewal, you individually ("Customer"), and Microsoft Corporation ("Microsoft"). It consists of the terms and conditions below, Use Rights, SLA, and all documents referenced within those documents (together, the "agreement"). It is effective on the date that your Reseller provisions your Subscription. Key terms are defined in Section 10.

1. *Grants, rights and terms.*

All rights granted under this agreement are non-exclusive and non-transferable and apply as long as neither Customer nor any of its Affiliates is in material breach of this agreement.

- a. **Software.** Upon acceptance of each order, Microsoft grants Customer a limited right to use the Software in the quantities ordered.
 - (i) **Use Rights.** The Use Rights in effect when Customer orders Software will apply to Customer's use of the version of the Software that is current at the time. For future versions and new Software, the Use Rights in effect when those versions and Software are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless Customer chooses to have those changes apply.
 - (ii) **Temporary and perpetual licenses.** Licenses available on a subscription basis are temporary. For all other licenses, the right to use Software becomes perpetual upon payment in full.
- b. **Online Services.** Customer may use the Online Services as provided in this agreement.
 - (i) **Online Services Terms.** The Online Services Terms in effect when Customer orders or renews a subscription to an Online Service will apply for the applicable subscription term. For Online Services that are billed periodically based on consumption, the Online Services Terms current at the start of each billing period will apply to usage during that period.
 - (ii) **Suspension.** Microsoft may suspend use of an Online Service during Customer's violation of the Acceptable Use Policy or failure to respond to a claim of alleged infringement. Microsoft will give Customer notice before suspending an Online Service when reasonable.
 - (iii) **End Users.** Customer controls access by End Users, and is responsible for their use of the Product in accordance with this agreement. For example, Customer will ensure End Users comply with the Acceptable Use Policy.
 - (iv) **Customer Data.** Customer is solely responsible for the content of all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for Microsoft to provide the Online Services to Customer without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to Customer's use of the Product other than as expressly set forth in this agreement or as required by applicable law.
 - (v) **Responsibility for your accounts.** Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer's use of the Online Services. Customer must promptly notify customer support about any possible misuse of Customer's accounts or authentication credentials or any security incident related to the Online Services.

- c. **Reservation of rights.** Products are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.
- d. **Restrictions.** Customer may use the Product only in accordance with this agreement. Customer may not (and is not licensed to): (1) reverse engineer, decompile or disassemble any Product or Fix, or attempt to do so; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customer's use of the Online Services. Except as expressly permitted in this agreement or Product documentation, Customer may not distribute, sublicense, rent, lease, lend, resell or transfer and Products, in whole or in part, or use them to offer hosting services to a third party.
- e. **Preview releases.** Microsoft may make Previews available. **Previews are provided "as-is," "with all faults," and "as-available," and are excluded from the SLA and all limited warranties provided in this agreement.** Previews may not be covered by customer support. Previews may be subject to reduced or different security, compliance, and privacy commitments, as further explained in the Online Services Terms and any additional notices provided with the Preview. Microsoft may change or discontinue Previews at any time without notice. Microsoft also may choose not to release a Preview into "General Availability."
- f. **Verifying compliance for Products.**
- (i) **Right to verify compliance.** Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Customer must promptly provide any information reasonably requested by the independent auditors retained by Microsoft in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products that Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft's self-audit process, which Microsoft may request as an alternative to a third party audit.
- (ii) **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use of Products, then within 30 days (1) Customer must order sufficient licenses to cover its use, and (2) if unlicensed use is 5% or more, Customer must reimburse Microsoft for the costs Microsoft incurred in verification and acquire the necessary additional licenses at 125% of the price, based on the then-current price last and customer price level. The unlicensed use percentage is based on the total number of licenses purchased for current use compared to the actual installed base. If there is no unlicensed use, Microsoft will not subject Customer to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means.
- (iii) **Verification process.** Microsoft will notify Customer at least 30 days in advance of its intent to verify Customers' compliance with the license terms for the Products Customer and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Customer's operations.

2. Subscriptions, ordering.

- a. **Choosing a Reseller.** Customer must choose and maintain a Reseller authorized within its region. If Microsoft or Reseller chooses to discontinue doing business with each other, Customer must choose a replacement Reseller or purchase a Subscription directly from Microsoft, which may require Customer to accept different terms.
- b. **Available Subscription offers.** The Subscription offers available to Customer will be established by its Reseller and generally can be categorized as one or a combination of the following:
 - (i) **Online Services Commitment Offering.** Customer commits in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis for continued use of the Online Service.
 - (ii) **Consumption Offering (also called Pay-As-You-Go).** Customer pays based on actual usage with no upfront commitment.
 - (iii) **Limited Offering.** Customer receives a limited quantity of Online Services for a limited term without charge (for example, a free trial) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to the SLA and data retention may not apply.
 - (iv) **Software Commitment Offering.** Customer commits in advance to purchase a specific quantity of Software for use during a Term and to pay upfront or on a periodic basis for continued use of the Software.
- c. **Ordering.**
 - (i) Orders must be placed through Customer's designated Reseller. Customer may place orders for its Affiliates under this agreement and grant its Affiliates administrative rights to manage the Subscription, but, Affiliates may not place orders under this agreement. Customer also may assign the rights granted under Section 1.a and 1.b to a third party for use by that third party in Customer's internal business. If Customer grants any rights to Affiliates or third parties with respect to Software or Customer's Subscription, such Affiliates or third parties will be bound by this agreement and Customer agrees to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.
 - (ii) Customer's Reseller may permit Customer to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription will expire at the end of that Subscription.
- d. **Pricing and payment.** Prices for each Product and any terms and conditions for invoicing and payment will be established by Customer's Reseller.
- e. **Renewal.**
 - (i) Upon renewal of a Subscription, Customer may be required to sign a new agreement, a supplemental agreement or an amendment to this agreement.
 - (ii) Customer's Subscription will automatically renew unless Customer provides its Reseller with notice of its intent not to renew prior to the expiration of the Term.
- f. **Eligibility for Academic, Government and Nonprofit versions.** Customer agrees that if it is purchasing an academic, government or nonprofit offer, Customer meets the respective eligibility requirements listed at the following sites:
 - (i) For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed at <http://go.microsoft.com/academic>;
 - (ii) For government offers, the requirements listed at <http://go.microsoft.com/government>; and

(iii) For nonprofit offers, the requirements listed at <http://go.microsoft.com/nonprofit>.

Microsoft reserves the right to verify eligibility at any time and suspend the Online Service if the eligibility requirements are not met.

- g. **Taxes.** The parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to the transactions contemplated under this agreement, and all such taxes will be the financial responsibility of the party who is obligated by operation of law to pay such tax.

3. *Term, termination.*

- a. **Agreement term and termination.** This agreement will remain in effect until the expiration or termination of Customer's Subscription, whichever is earliest. Customer may terminate this agreement at any time by contacting its Reseller. The expiration or termination of this agreement will only terminate Customer's right to place new orders for additional Products under this agreement.
- b. **Termination for cause.** If either party breaches this Agreement, the other party may terminate the breached agreement (in whole or in part, including orders) upon notice. If the breach is curable within 30 days, then the terminating party must provide 30 days' notice to the breaching party and an opportunity to cure the breach.
- c. **Cancel a Subscription.** Customer's Reseller will establish the terms and conditions, if any, upon which Customer may cancel a Subscription.

4. *Security, privacy, and data protection.*

- a. **Reseller Administrator Access and Customer Data.** Customer acknowledges and agrees that (i) once Customer has chosen a Reseller, that Reseller will be the primary administrator of the Online Services for the Term and will have administrative privileges and access to Customer Data, however, Customer may request additional administrator privileges from its Reseller; (ii) Customer can, at its sole discretion and at any time during the Term, terminate its Reseller's administrative privileges; (iii) Reseller's privacy practices with respect to Customer Data or any services provided by Reseller are subject to the terms of Customer's agreement with its Reseller and may differ from Microsoft's privacy practices; and (iv) Reseller may collect, use, transfer, disclose, and otherwise process Customer Data, including personal data. Customer consents to Microsoft providing Reseller with Customer Data and information that Customer provides to Microsoft for purposes of ordering, provisioning and administering the Online Services.
- b. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Customer may choose to provide personal information to Microsoft on behalf of third parties (including your contacts, resellers, distributors, administrators, and employees) as part of this agreement. Customer will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.
- c. Additional privacy and security details are in the Online Services Terms. The commitments made in the Online Services Terms only apply to the Online Services purchased under this agreement and not to any services or products provided by a Reseller.
- d. As and to the extent required by law, Customer shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Reseller or as required by law, and Customer shall obtain the users' consent to the same.

- e. Customer appoints Reseller as its agent for purposes of interfacing with and providing instructions to Microsoft for purposes of this Section 4.

5. ***Warranties.***

a. **Limited warranty.**

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option, (1) return the price Customer paid for the Software license or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are in the SLA.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse or use inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free or trial products, Previews, Limited Offerings, or to components of Products that Customer is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no warranties or conditions for Products and disclaims any other express, implied, or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.

6. ***Defense of third party claims.***

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted under this agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, as its option, either: (1) modify or replace the Product or fix with a functional equivalent; or (2) terminate Customer's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- b. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Customer's behalf

misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product or Fix, alone or in combination with anything else, violates the law or harms a third party.

7. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Products during the term of this agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Online Service during the 12 months before the incident; provided that in no event will Microsoft's aggregate liability for any Online Service exceed the amount paid for that Online Service during the Subscription.
- b. **Free Products and distributable code.** For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, however caused or on any theory of liability.
- d. **Exceptions.** The limits of liability in this section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under section 8; or (2) violation of the other's intellectual property rights.

8. Support.

Customer's Reseller will provide details on support services available for Products purchased under this agreement.

9. Miscellaneous.

- a. **Notices.** You must send notices by mail, return receipt requested, to the address below.

Notices should be sent to:

Microsoft Corporation
Volume Licensing Group
One Microsoft Way
Redmond, WA 98052
USA

Via Facsimile: (425) 936-7329

You agree to receive electronic notices from us, which will be sent by email to the account administrator(s) named for your Subscription. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the email address for the account administrator(s) named for your Subscription is accurate and current. Any email

notice that we send to that email address will be effective when sent, whether or not you actually receive the email.

- b. **Assignment.** You may not assign this agreement either in whole or in part. Microsoft may transfer this agreement without your consent, but only to one of Microsoft's Affiliates. Any prohibited assignment is void.
- c. **Severability.** If any part of this agreement is held unenforceable, the rest remains in full force and effect.
- d. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver.
- e. **No agency.** This agreement does not create an agency, partnership, or joint venture.
- f. **No third-party beneficiaries.** There are no third-party beneficiaries to this agreement.
- g. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this agreement.
- h. **Microsoft as an independent contractor.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's confidential information.
- i. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.
- j. **Applicable law and venue.** This agreement is governed by Washington law, without regard to its conflict of laws principles, except that (i) if you are a U.S. Government entity, this agreement is governed by the laws of the United States, and (ii) if you are a state or local government entity in the United States, this agreement is governed by the laws of that state. Any action to enforce this agreement must be brought in the State of Washington. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.
- k. **Entire agreement.** This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this agreement, (2) the Product Terms, (3) the Online Services Terms, and (4) any other documents in this agreement.
- l. **Survival.** All provisions survive termination of this agreement except those requiring performance only during the term of the agreement.
- m. **U.S. export jurisdiction.** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments related to Microsoft products, services, and technologies.
- n. **Force majeure.** Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services)). This Section will not, however, apply to your payment obligations under this agreement.
- o. **Contracting authority.** If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf.

10. Definitions.

Any reference in this agreement to "day" will be a calendar day.

"Acceptable Use Policy" is set forth in the Online Services Terms.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Consumption Offering", "Commitment Offering", or "Limited Offering" describe categories of Subscription offers and are defined in Section 2.

"Customer Data" is defined in the Online Services Terms.

"End User" means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services.

"Fix" means a Product fix, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

"Non-Microsoft Product" is defined in the Online Services Terms.

"Online Services" means any of the Microsoft-hosted online services subscribed to by Customer under this agreement, including Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Licensing Site and updated from time to time.

"Previews" means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including Previews.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Licensing Site and is updated from time to time.

"Reseller" means an entity authorized by Microsoft to resell Software licenses and Online Service Subscriptions under this program and engaged by you to provide assistance with your Subscription.

"SLA" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be a part of an Online Service.

"Subscription" means an enrollment for Online Services for a defined Term as established by your Reseller.

"Term" means the duration of a Subscription (e.g., 30 days or 12 months).

"Use Rights" means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

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NetStandard Inc.
**DataSafe™ Remote Data Backup and
Disaster Replication Services Attachment**



This DataSafe™ Remote Data Backup and Disaster Replication Services Attachment (“DataSafe™ Attachment”) references terms and conditions in a Master Services Agreement by and between NetStandard, Inc. (“NSI”), with a principle office at 2000 Merriam Lane, Kansas City, KS 66106 (NSI may also be referred to as “Company”), and City Of Grain Valley with a principle office at 711 Main Street Grain Valley, MO 64029 may also be referred to as “Customer”) (“Company” and “Customer” are collectively referred to as the “Parties”) with an Effective Date of 5/15/2018. This DataSafe™ Attachment, together with the Master Services Agreement and any other Service Attachments executed by the Parties shall be referred to collectively as the “Agreement.”

WHEREAS, Company is engaged in the business of providing certain Remote Data Backup and Data Replication Services known as DataSafe™ (the “Services”);

WHEREAS, Customer desires to retain Company to perform the DataSafe™ Services;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. **Definitions**

- (a) **Agent or Gateway** shall mean the software that runs on a computer at Customer’s site to perform remote data backups;
- (b) **Data Archival** shall mean the process of identifying Protected Data that is no longer actively used by Customer and creating exceptions to provide for long-term retention of non-critical data;
- (c) **Data Backup** shall mean the process of creating multiple recoverable copies of Protected Data, each with multiple recovery points;
- (d) **DataSafe™** shall mean the subscription-based remote data backup and disaster replication services offered by Company;
- (e) **DataSafe™ Systems** shall mean any Company-owned hardware, software, remote backup systems, other services, documents, files and information provided to Customer in connection with the DataSafe™ services;
- (f) **Disaster Replication** shall mean the process of creating multiple replicated virtual machine images at Company’s data center that are hosted within a compatible hypervisor in a runnable state;
- (g) **Initial Seed Backup** shall mean the first full system backup that must be performed by Customer and transported to Company’s data center;
- (h) **Local Storage Appliance** shall mean the combination of hardware and software that exists at Customer’s site that stores backup data;
- (i) **Protected Capacity** shall mean the total amount of Customer’s source data stored on Customer’s systems;
- (j) **Protected Data** shall mean the data stored on Customer’s systems that is targeted for protection by DataSafe™;
- (k) **Storage Node** shall mean the combination of hardware and software located at Company’s data center that receives backup or replication data from an Agent or Gateway;
- (l) **Stored Capacity** shall mean the total amount of Customer’s compressed data stored on the DataSafe Systems.

2. **Services**

(a) **DataSafe™ Remote Data Backup Services**

- 1. DataSafe™ is capacity-based and is typically priced on the total amount of Protected Capacity, unless Customer’s Stored Capacity exceeds its Protected Capacity by 25% or more, in which case Customer’s Monthly Service Fee will be based on Customer’s Stored Capacity.

2. This DataSafe™ Attachment provides for storing multiple restore points of each file backed up based upon the retention requirements outlined by Customer.
 - i. Customer shall be entitled to up to 45 daily backups. Additional daily backups may be purchased for an additional fee.
 - ii. The retention limit for deleted items matches the retention limit for the file backups. That means deleted items do not create a separate restore point and subsequently, a deleted item will no longer be available for restore once the file retention limit.
3. A Local Storage Application must be installed on Customer's local area network that is accessible by all Agent or Gateway computers. Upon request, Company will provide Customer with a Local Storage Appliance to store backups on site. Any Local Storage Appliance provided by Company shall remain the property of Company, and Company shall be responsible for the maintenance, repair or replacement of the device in the event of failure. Upon termination of this Agreement for any reason, Company will remove the Local Storage Appliance from Customer's premises, or Customer may elect to purchase the Local Storage Appliance from Company at its retail replacement cost.
4. This DataSafe™ Attachment does not include Data Archival. Data Archival may be purchased by Customer under a separate agreement signed by the Parties.
5. Company does not guarantee the compressibility of Customer's Protected Data. Customer acknowledges that data compression is on a best effort basis and not within Company's control.
6. Customer shall designate a representative to receive initial training from Company to assist in the installation of DataSafe Systems and assist with Customer's evaluation of the Protected Data to be backed up. Company shall provide Customer support via telephone during the first thirty (30) days to assist Customer with the setup and configuration of Customer's backup plan, and Customer's performance of the Initial Seed Backup. This 30-day period shall be referred to as the "Initiation of Services Period."
7. NetStandard will provide ongoing management and support of DataSafe Backup Systems to include job monitoring, job restart, job scheduling, configuration changes, reporting and file/folder restoration.
 - i. Full system restores, or restorations representing more than 10% of a single server's Protected Data, are not included under this DataSafe™ Attachment. Such additional services are available at the then current time and materials rate which will be provided to Customer upon request. Customer will be notified in advance before beginning the restoration.
 - ii. Remediation of issues or concerns specific to the Customer's systems or environment are excluded from the Services provided pursuant to this DataSafe™ Attachment. This includes, but is not limited to, servers, local or wide area networks or software incompatibilities.

(b) **DataSafe™ Disaster Replication**

1. DataSafe™ Disaster Replication is an optional addition to Remote Data Backup Services and is offered on a subscription basis.
2. This attachment provides for the creation and hosting of up to three images of each virtual machine protected by the DataSafe™ Remote Data Backup Services.
 - i. Image frequency may be specified by Customer. The default frequency is daily. The minimum frequency is four (4) hours.
 - ii. Images will be hosted in a runnable state within a compatible hypervisor using Company's public cloud infrastructure and storage.
3. This DataSafe™ Attachment provides for up to two test periods per calendar year with a duration of up to twenty-four hours each. During this time any or all of the replicated virtual machines may be started and run but cannot host production workloads. Customer must provide Company with one (1) week's advance notice prior to support testing.

4. This attachment provides for one period of up to thirty (30) days per calendar year during which any or all of the replicated virtual machines may be started and run to support production workloads during a bonafide and formally declared disaster. Upon request, Customer shall provide Company with evidence of a disaster declaration. Additional events or runtime in excess of thirty (30) days per calendar year will be billed at NetStandard's then current retail cloud prices.
5. Company will provide ongoing management and support of the DataSafe™ Disaster Replication Services to include monitoring, scheduling, job completion, configuration changes and reporting.
6. Company will provide up to four (4) hours of support each calendar year to assist Customer with testing or recovery.

3. Pricing and Payment Terms

(a) Monthly Service Fees ("MSF")

Product	Data in TB	Unit Cost	Fees
Stored Capacity for Backup	5	\$250	\$1,250
Stored Capacity for Disaster Images		\$350	
Total Monthly Storage Fee			\$1,250

(b) One-Time DataSafe™ Setup Fee

Service	# of in scope Systems	Unit Cost	Service Fees
DataSafe Backup Setup Fee	5	\$120.00	\$600
DataSafe Disaster Image Setup Fee		\$120.00	
Back-Up Storage Appliance Setup	1	\$150.00	waived
Total Non-Reoccurring Service Fees			\$600

(c) Payment Terms

1. On the last business day of each month, Company will compute the maximum amount of data stored or protected, DataSafe™ licenses used, and appliance data consumed for the month and invoice Customer the adjusted Service Fees as calculated in accordance with the provisions of Section 3 of this DataSafe™ Attachment.
2. The first monthly payment shall be the larger of either a) the minimum Service Fees projected as of the signing of this DataSafe™ Attachment or b) a pro-rated monthly Service Fee based upon Customer's actual usage.
3. Any services not specifically identified in this DataSafe™ Attachment shall be considered additional services that fall outside the scope of this DataSafe™ Attachment. If Customer desires to engage Company for additional services, the Parties shall execute a separate Product Order, Statement of Work or Service Attachment, as may be necessary.

4. Requirements and Responsibilities

- (a) Customer is responsible for maintenance and installation of all software and/or hardware provided by Customer and residing on Customer's premises, except as otherwise specified in this Attachment. Company specifically disclaims any and all responsibility for the installation, maintenance or repair of software and/or hardware owned and/or used by Customer except as otherwise specified in this Attachment or any other Service Attachment, Product Order or Statement of Work between Company and Customer. Customer is also solely responsible for all transfer(s) of information between computers within Customer's network and within any subsidiary sets of resources.

- (b) Company will assist Customer in identifying Protected Data requirements and setting up backups and disaster images. It is Customer's responsibility to ensure that data identified to be backed up is included in DataSafe™ backups. Company will not be responsible for the loss of any data as a result of Customer's failure to add specific data to DataSafe™.
- (c) Customer shall be responsible for notifying Company of it need to increase or decrease the number of servers being utilized or to change the scope of data being backed up.
- (d) For Customers installing DataSafe™ Systems at Customer's location (i.e., not at NSI's data center), a minimum of 200Kb per 1Gb of Protected Data, available Internet upload bandwidth is required at each location. Backup times will be impacted by network congestion. Larger datasets will require greater bandwidth for timely completion of backups. Customer agrees to provide adequate Internet bandwidth to allow for desired backup operations.
- (e) The DataSafe™ Systems require various TCP/IP ports to be open between the Agent/Gateway and the Storage Node machine(s). These ports must be open for proper operation of the Services. TCP/IP port assignments may be changed due to upgrades of DataSafe™.
- (f) Company requires administrative access to all of Customer's protected systems. This access must be granted at the time of installation and continuously maintained for proper provisioning of the Services.
- (g) Each Agent/Gateway computer may require an encryption key to protect the data (if desired). Customer must create the desired key at the time of installation. Customer is responsible to keep a record of the encryption key in a secure place. Loss of this encryption key may result in the loss of all of Customer's data backups. Backup encryption keys are the sole responsibility of the Customer and cannot be reconstructed if they are lost. Company is not liable for the storage of the key and will retain no record of its content or ability to reconstruct the key or access any of Customer's data backups if the encryption key is lost.
- (h) Company is not responsible for performance characteristics on Customer-provided Agent/Gateway machines.
- (i) Unless otherwise agreed by the Parties, Customer is responsible for the daily supervision of backup operations. An email address and SMTP relay server must be provided to Company in order to receive notifications from the Storage Node.
- (j) Upon expiration or termination of this DataSafe™ Attachment for any reason, Customer shall be responsible for requesting an export of Customer's stored data via storage device. All of Customer's stored data will be purged from the DataSafe™ System 10 days after expiration or termination of this DataSafe™ Attachment.

5. **Term and Termination**

- (a) This Attachment shall be in effect for a period of three (3) year beginning on the date that the Parties execute this DataSafe™ Attachment by signature below (the "Initial Term"). At the expiration of the Initial Term, this DataSafe™ Client shall have option to renew for three (3) subsequent two-year periods (the "Renewal Term") with no more than 5% per TB increase, or until terminated by either party. If Customer does not wish to renew, Customer must notify Company in writing at least thirty (30) days before the last day of the applicable Initial or Renewal Term. Customer's notice not to renew will be effective on the last day of the month following the month in which the notice was received by Company.

6.

- (a) Services provided under this DataSafe™ Attachment are scheduled to begin on or after 5/15/2018.
- (b) This DataSafe™ Attachment may be terminated in accordance with Paragraph 14 of the Master Services Agreement.

7. **Service Level Agreement**

- (a) **Availability Guarantee.** Company guarantees that the DataSafe™ Systems will be operated with due care and using best practices for reliability, availability and value. The DataSafe™ availability guarantee does not apply if Customer's hardware, software or changes made by Customer are the cause of a misconfiguration, inability to restore data or other functionality problems with the DataSafe™ System. DataSafe™ System unavailability will be deemed to exist if the DataSafe™ System does not respond to Company's monitoring systems or if Customer cannot restore data that has been verified to have been backed-up by the DataSafe™ System.

- (b) **Service Availability.** DataSafe™ availability will be calculated based upon minutes of available service divided by minutes of planned availability during the specified period. The calculation will be made monthly on the 1st calendar day of the month using the availability criteria identified below:

DataSafe Availability Target	Percent of availability for DataSafe System meeting target (P).
Target Breached	$P \leq 99.8\%$
Target Threatened	$99.8\% < P < 99.99\%$
Target Met	$P \geq 99.99\%$

- (c) **Service Credit for Unavailability.** If Customer experiences unavailability in excess of the targets identified above, and if Customer's unavailability was not attributable to Customer's hardware, software or other influence outside of Company's control, then Customer shall be entitled to a service credit according to the following chart:

Availability in a month	Penalty
99.5% to 99.0%	20% of MSF
99.0% to 95.0%	35% of MSF
95.0% to 90.0%	50% of MSF
90.0% to 75.0%	75% of MSF
Below 75%	100% of MSF

IN WITNESS WHEREOF, the Parties have executed this DataSafe™ Attachment as of the date below.

NetStandard, Inc.	Client: City of Grain Valley
--------------------------	-------------------------------------

By _____
 Name _____
 Title _____
 Date _____

By _____
 Name _____
 Title _____
 Date _____

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This CLARITY™ IT Managed Services Attachment (“CLARITY™ Attachment”) references terms and conditions in a Master Services Agreement by and between NetStandard, Inc. (“NSI”), with a principle office at 2000 Merriam Lane, Kansas City, KS 66106 (NSI may also be referred to as “Company”), and City of Grain Valley with a principle office at 711 Main Street Grain Valley, MO 64029 (may also be referred to as “Customer”) (“Company” and “Customer” are collectively referred to as the “Parties”) with an Effective Date of 5/15/2018.

WHEREAS, Company is engaged in the business of providing certain Information Technology Managed Services known as CLARITY™;

WHEREAS, Customer desires to retain Company to perform the CLARITY™ services;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. **Definitions**

- (a) **CLARITY™** shall mean the subscription-based information technology managed services program offered by Company designed to maintain Customer’s system at a “best practice” model of operating efficiency and consistency, as determined by the Parties;
- (b) **Technology Manager** shall mean the Company representative designated as Customer’s primary point of contact, and who is responsible for planning and managing the delivery of CLARITY™ services to Customer;
- (c) **Service Desk** shall mean Company’s dedicated staff of technical and customer support specialists who shall be Customer’s first point of contact for reporting incidents and service requests;

2. **Services**

(a) **Management**

1. **Technology Manager**

- i. The primary purpose of the Technology Manager is to plan and manage the delivery of CLARITY™ services aligned with the business objectives of Customer. The Technology Manager is the primary point of contact for the Customer, and has the primary responsibility to ensure Customer satisfaction.
- ii. Specific duties of the Technology Manager include the following:
 - A. Oversight of all routine and incidental service delivery for Customer.
 - B. Reviews of periodic maintenance-related documentation, and forward to Customer for review and follow up of trends, issues, needs, etc.
 - C. Regular briefings and reports for Customer.
 - D. Manages vendors for in-scope software and hardware managed under this CLARITY™ Attachment.
- iii. The Technology Manager is also responsible for coordinating periodic executive-level strategic planning sessions to be held on an established schedule determined by the Parties. The executive-level strategic planning sessions shall be attended by Customer’s executive leadership or other designated representative, the Technology Manager, and any other Company representative(s) Company deems necessary. The purpose of these strategic planning sessions is to review the status of Customer’s network and assess Customer’s business and technology needs, if necessary.

2. **Network Monitoring**

- i. Company provides around-the-clock network monitoring using its proprietary Surveyor software. In addition to actively monitoring Customer’s network, Surveyor may perform the following tasks:

- A. Patch management and software distribution as necessary;
 - B. Daily health checks for workstations;
 - C. Auto-heal of routine issues as applicable;
 - D. Incident response & remediation of issues;
 - E. Software whitelist/blacklist if necessary and practical;
 - F. Customized reporting: inventory, audit reviews, event logs aggregation, hardware changes, auto-heal events, etc. for servers and workstations;
 - G. Direct-connection, agent-based Service Desk support for workstation & user issues; and
 - H. Probe-based technical support for network devices (probe runs on a designated agent-based server).
- ii. Surveyor provides constant monitoring on all network servers and core appliances that are:
- A. Able to run an installed agent (servers);
 - B. SNMP-enabled; and
 - C. Accessible by Company via Internet access.
3. Vulnerability Monitoring.
At least quarterly, Company will scan Customer's internet facing devices for potential security weaknesses and provide Customer with recommendations to improve the security of Customer's network as appropriate.
4. System Maintenance. As necessary, Company will:
- i. Evaluate and apply, if necessary, any operating system and/or security updates to Customer's servers, and will review automated software updates;
 - ii. Identify, evaluate and apply, if necessary, any firmware, operating system, and/or security updates to Customer's switches, routers and firewall; will review, if available, and report on event logs for Customer's switches, routers and firewall;
 - iii. Take inventory of all devices and users connected to the CLARITY™ services; and
 - iv. Verify Customer's network access levels for its users and administrators, report on user-access definitions (either revise current list, or verify that current list is still accurate), and test the backup and restore function of a defined data subset.
5. SAN Administration and Maintenance.
Company will provide provisioning and management, licensing maintenance, quarterly performance reviews, and monitoring, evaluation and application of relevant firmware for Customer's SAN devices.
6. Reporting. Company will provide reporting as arranged with Customer.
7. In-Scope Warranties and Licenses. For any warranties and licenses purchased from Company in connection with the Services, Company will notify Customer of expiring warranties and licenses requiring renewal, and Company will occasionally evaluate alternative solutions and provide Customer recommendations for additional licenses appropriate for Customer's business. Audit support of Vendor Software audits up to 10 hours.
8. Procurement Services. Company maintains a highly knowledgeable and skilled staff able to assist Customer in purchasing additional hardware and/or software designed to meet Customer's information technology needs.

(b) **Support**

- 1. Service Desk with Remote Support
Customer shall have 24x7x365 access to the Service Desk which provides support for managing incident and service requests, including remote control access allowing Service Desk staff real time control to resolve Customer's issues.
- 2. Incident Response. Customer shall have priority over hourly-rate customers in response to incident and service requests for in-scope items, and serious issues will be escalated as appropriate.

3. Technical Services. Client shall have access to premium technical support services as required to resolve identified issues with items covered by this CLARITY Attachment, and, at Company's discretion, on-site technical support services at no additional charge to Customer.
4. Method of Submitting Service Request. Service requests and incident reports may be submitted by email to support@netstandard.com, through Company's web portal, or by telephone.

(c) **Protection**

1. Firewall and VPN Management
Company will provide management, troubleshooting, and resolution of issues relating to existing VPN connections, and will assist Customer's employees and agents requiring remote connectivity to Customer's network.
2. Antivirus and Threat Management
Company will monitor Customer's antivirus software to ensure antivirus signatures are current and active across all devices covered by this CLARITY™ Attachment.
3. Managed Backup Review Services
Company will perform daily reviews of Customer's backup logs and will remediate issues, provided Customer utilizes a Company-approved backup solution such as Company's DataSafe™ remote data backup services.

3. **Pricing and Payment Terms**

(a) **Initial Assumptions Used to Determine Monthly Service Fee**

Initial assumptions are documented in Appendix A, Clarity Calculator.

(b) **Monthly Service Fee**

Services as listed in Section 3	Monthly Service Fees
CLARITY™ Services \$93/device (71 devices)	\$6,180
TOTAL MONTHLY SERVICE FEES	\$6,180

(c) **One-Time Setup Fee**

Services as listed in Section 3	Start-up Fees
CLARITY™ Services	\$1,400
TOTAL SETUP FEES	\$1,400

- (d) **Labor Rates for Services not Covered by This Attachment.** Time and materials and additional service fees for services not covered by this Attachment will be provided to Customer at the standard CLARITY™ labor rates, which will be provided upon request. Technical support, both on-site and remote, is billed in 15-minute increments. On-site support will be billed at a minimum of 60 minutes, and Service Desk support will be billed at a minimum of 15 minutes. Travel time may be billed separately.

(e) **Rate Factors for Services not Covered by This Attachment**

RATE LEVEL	TIME FRAMES	RESPONSE FRAMEWORK	RATE FACTOR
Level 1	M-F 8am-12noon CT	Same Day Response	1.0
	M-F 12noon-5pm CT	Next Business Day Response	
Level 2	5pm-8am,CT,weekends or <u>requested</u> 2-hour response		1.5
Level 3	Recognized Holidays (see Section 1.16)		2.0

(f) **System Administration Monthly Charges.** Company shall charge a monthly system administration fee based upon Customer's equipment inventory, the actual number of active users accessing Customer's network, and the total amount of data managed by Company. Company will make an initial inventory during the Initiation of Services Period, as defined in Section 4(g), and will update the inventory on the last day of each month. Customer will be invoiced based upon the updated inventory each month. Customer acknowledges that this monthly system administration fee may change from time to time in order to conform to Customer's use of the Services.

(g) **Payment Terms**

1. Monthly Service Fees as described in Section 3(b) are billed in advance. Customer must make full payment of the initial Monthly Service Fees within fifteen (15) days of the invoice date. The Setup Fee described in Section 3(c) must be paid in full before Company will begin the Initiation of Services Period, as defined in Section 4(g).
2. CUSTOMER UNDERSTANDS THAT COMPANY MAY DISCOVER CRITICAL ISSUES WITH CUSTOMER'S NETWORK AND EQUIPMENT DURING THE INITIATION OF SERVICES PERIOD, AS DEFINED IN SECTION 4(G). REMEDIATION SERVICES FOR CRITICAL ISSUES DISCOVERED BY COMPANY DURING THE INITIATION OF SERVICES PROCESS ARE NOT COVERED BY THIS CLARITY™ ATTACHMENT. CUSTOMER AGREES TO PAY THE COST OF REMEDIATION FOR AGREED-UPON CRITICAL ISSUES IDENTIFIED DURING THE INITIATION OF SERVICES PROCESS, AND CUSTOMER WILL BE INVOICED SEPARATELY FROM SERVICES UNDER THIS ATTACHMENT. FAILURE TO REMEDIATE ISSUES MAY, AT COMPANY'S OPTION, RESULT IN INCREASED MONTHLY SERVICES FEES OR TERMINATION OF THE AGREEMENT, IN WHOLE OR IN PART.
3. Any services not specifically identified in this CLARITY™ Attachment shall be considered additional services that fall outside the scope of this CLARITY™ Attachment. If Customer desires to engage Company for additional services, the Parties shall execute a separate purchase order, statement of work, or Service Attachment, as may be necessary.

4. **Requirements and Responsibilities**

- (a) Customer shall grant Company's designated representatives appropriate access to Customer's network. Access levels and time parameters shall be determined by the Parties. At a minimum, Company's access must allow the installation and/or un-installation of applications on any computer in any portion of the Customer's network.
- (b) It shall be Customer's sole responsibility to maintain an adequate, Company-approved antivirus solution. Unless otherwise agreed by the Parties, costs associated with purchasing and maintaining a Company-approved antivirus solution shall not be included in the Monthly Service Fees.
- (c) It shall be Customer's sole responsibility to maintain an adequate, Company-approved anti-spam solution. Unless otherwise agreed by the Parties, costs associated with purchasing and maintaining a Company-approved anti-spam solution shall not be included in the Monthly Service Fees.
- (d) It shall be Customer's sole responsibility to maintain an adequate, Company-approved data backup solution. Unless otherwise agreed by the Parties, costs associated with purchasing and maintaining a Company-approved data backup solution shall not be included in the Monthly Service Fees. If Customer uses a backup service other than Company's

DataSafe™ remote data backup service, Customer must maintain a maintenance and/or support agreement with the backup service provider. Customer warrants and represents that it either maintains its own Company-approved backup product or that it has engaged Company under a separate Service Attachment for backup services. Customer acknowledges that in the absence of a separate Service Attachment for backup services, Company provides no data backup protection services pursuant to this CLARITY™ Attachment.

- (e) Unless otherwise agreed by the Parties, Customer shall provide manufacturers hardware warranty coverage for all Customer-owned products covered by this Agreement. For equipment covered under warranty, Company agrees to provide diagnostic services and coordinate with the vendor to repair all hardware-related issues. FOR EQUIPMENT NOT COVERED UNDER WARRANTY, COMPANY PROVIDES DIAGNOSTIC SERVICES ONLY; ANY FURTHER SERVICE TO OUT-OF-WARRANTY HARDWARE SHALL BE ON A TIME AND MATERIALS BASIS AS OUTLINED IN SECTION 3 OF THIS AGREEMENT.
- (f) Customer understands that, from time to time, upgrades and enhancements to network equipment may be necessary to maintain the efficiency, stability and security of Customer’s network. Customer agrees to implement required network enhancements and upgrade projects as agreed by the Parties to maintain stability and adequate performance levels for Customer’s network. Costs for such products and services are outside of and additional to Monthly Service Fees for this CLARITY™ Attachment. Scope of work, schedule and costs of such projects shall be governed by separate Statements of Work.
- (g) Company shall have up to ninety (90) days from the Effective Date to set up monitoring, complete an initial equipment and user inventory, and define processes for routine and non-routine service requests (this 90-day period shall be referred to as the “Initiation of Services Period”).

5. **Term and Termination**

- (a) This Attachment shall be in effect for a period of three (3) year beginning on the date that the Parties execute this CLARITY™ Attachment by signature below (the “Initial Term”). At the expiration of the Initial Term, this CLARITY™ Client shall have option to renew for three (3) subsequent two-year periods (the “Renewal Term”) with no more than 5% per device increase, or until terminated by either party. If Customer does not wish to renew, Customer must notify Company in writing at least thirty (30) days before the last day of the applicable Initial or Renewal Term. Customer’s notice not to renew will be effective on the last day of the month following the month in which the notice was received by Company.
- (b) Services provided under this CLARITY™ Attachment are scheduled to begin on or after 5/15/2018.
- (c) This CLARITY™ Attachment may be terminated in accordance with Paragraph 14 of the Master Services Agreement.

6. **Service Level Agreement**

- (a) **Service Desk Metrics.** The Service Desk at NSI provides first-line support to incidents and service requests. The Service Desk targets the following metrics:

Service		Target Minimum Availability of Service Window	Hours to Measure
Service Requests and Incident Reporting	Telephone average speed of answer of 30 seconds.	95%	During Work Hours, which are specified as: 0730-1700 CT (daylight savings time observed)
	E-mail	99.9%	At All Times
	Web Portal	99.9%	At All Times

- (b) **Severity and Impact Definitions.** Service requests are labeled with priority codes of either “Emergency,” “Quick Response” or “Normal Response” based on the following Severity/Impact matrix:

		SEVERITY		
		High	Medium	Low
IMPACT	High	Entire Organization Affected; Business Processes Halted	Group/Location Affected; Business Processes Halted	Single/Few User(s) Affected; Business Process Halted
	Med	Entire Organization Affected; Business Degraded; Workaround Avail.	Group/Location Affected; Business Degraded; Workaround Avail.	Single/Few User(s) Affected; Business Degraded; Workaround Avail.
	Low	Entire Organization Affected; Irritation rather than Stoppage	Group/Location Affected; Irritation rather than Stoppage	Single/Few User(s) Affected; Irritation rather than Stoppage
Priority Codes		Emergency – Severity 1	Quick Response – Severity 2	Normal Response – Severity 3

(c) **Response Parameters**

1. “Emergency” service requests (either at inception or after escalation) will be brought to the attention of Company and Customer’s designated representative within thirty (30) minutes of reaching Emergency status.
2. “Quick” and “Normal” service requests will meet or exceed a response goal of two (2) business hours or less on ninety percent (90%) or more of service requests submitted pursuant to this CLARITY™ Attachment. For purposes of this CLARITY™ Attachment, “response” is defined as designating a Company representative to the service request within the parameters of this Section 6.

(d) **Resolution Parameters**

1. In resolving “Emergency” service requests, Company will apply appropriate resources on a continual basis to restore operational services for Customer in defined Emergency situations. Company may elect to defer the ultimate resolution of an underlying problem causing an Emergency service requests if operation services can be adequately restored or if an adequate workaround is available.
2. In resolving “Quick” or “Normal” service requests, Company will meet or exceed a resolution goal of twenty-four (24) business hours or less on eighty percent (80%) or more of service requests submitted pursuant to this CLARITY™ Attachment. For the purposes of this CLARITY™ Attachment, “resolution” is defined as service requests that, through Company’s automation system, are either complete, cancelled, complete but needing NSI management review, complete but needing time entry and/or corrections of information from NSI, closed to invoicing, closed to project (meaning Customer and NSI agree that the issue articulated in the service request will require resolution through a separate statement of work), or service requests for issues where services are made operational using a workaround pending action by a vendor or manufacturer resource.

- (e) **Service Requests not Subject to Response and Resolution Parameters.** Service requests satisfying the following conditions are not subject to the Response and Resolution Parameters defined above: service requests that are waiting on parts or services from other vendors (including hardware and software manufacturers and their associated support resources); service requests that are waiting on Customer to make decisions related to scope, cost or any other consideration; service requests that are designated as “On Hold” for any reason mutually agreed to by Customer and Company. Service requests described in this section are re-entered into SLA response and resolution requirements when they are removed from such a status and given another active status.

IN WITNESS WHEREOF, the Parties have executed this CLARITY™ Attachment as of the date below.

NetStandard, Inc.	Customer: City of Grain Valley
--------------------------	---------------------------------------

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

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**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	05/14/2018	
RESOLUTION NUMBER	R18-23	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE INSTALLATION OF A STREET LIGHT NEAR 209 VALLEY DRIVE	
REQUESTING DEPARTMENT	Community Development	
PRESENTER	Rick Arroyo, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	1 @ \$36.48/month
	Budget Line Item:	210-55-76600
	Balance Available	\$104,640
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide lighting of the road and community safety	
BACKGROUND	This street light was requested by petition and found to meet the criteria set forth in our application for street light policy.	
SPECIAL NOTES	N/A	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	N/A	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	
REFERENCE DOCUMENTS ATTACHED	Resolution, KCP&L Pricing List and KCP&L Diagram	

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

May 14, 2018

RESOLUTION NUMBER
R18-23

SPONSORED BY
ALDERMAN TOTTON

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN
VALLEY AUTHORIZING THE INSTALLATION OF A STREET LIGHT NEAR 209
VALLEY DRIVE**

WHEREAS, the Board of Aldermen of Grain Valley, Missouri is dedicated to improving the safety of intersections and roadways with proper lighting; and

WHEREAS, development in Grain Valley is ongoing, and the need for streetlights is required on various streets; and

WHEREAS, The City has a lease agreement with Kansas City Power & Light for the installation and maintenance of street lights and Kansas City Power & Light has studied the area and believe that it warrants additional lighting; and

WHEREAS, Kansas City Power & Light has recommend the installation of streetlights as indicated on the attached authorization near 209 Valley Drive.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: Authorization for a streetlight near 209 Valley drive as provided in Exhibit "A" attached herein.

PASSED and APPROVED (-) this ___ Day of _____, 2018.

Mike Todd
Mayor

ATTEST:

Theresa Osenbaugh
City Clerk

[R18-23]



AUTHORIZATION FOR STREET LIGHT CHANGES
City of Grain Valley, MO
KCP&L WR#810466

Gentlemen:

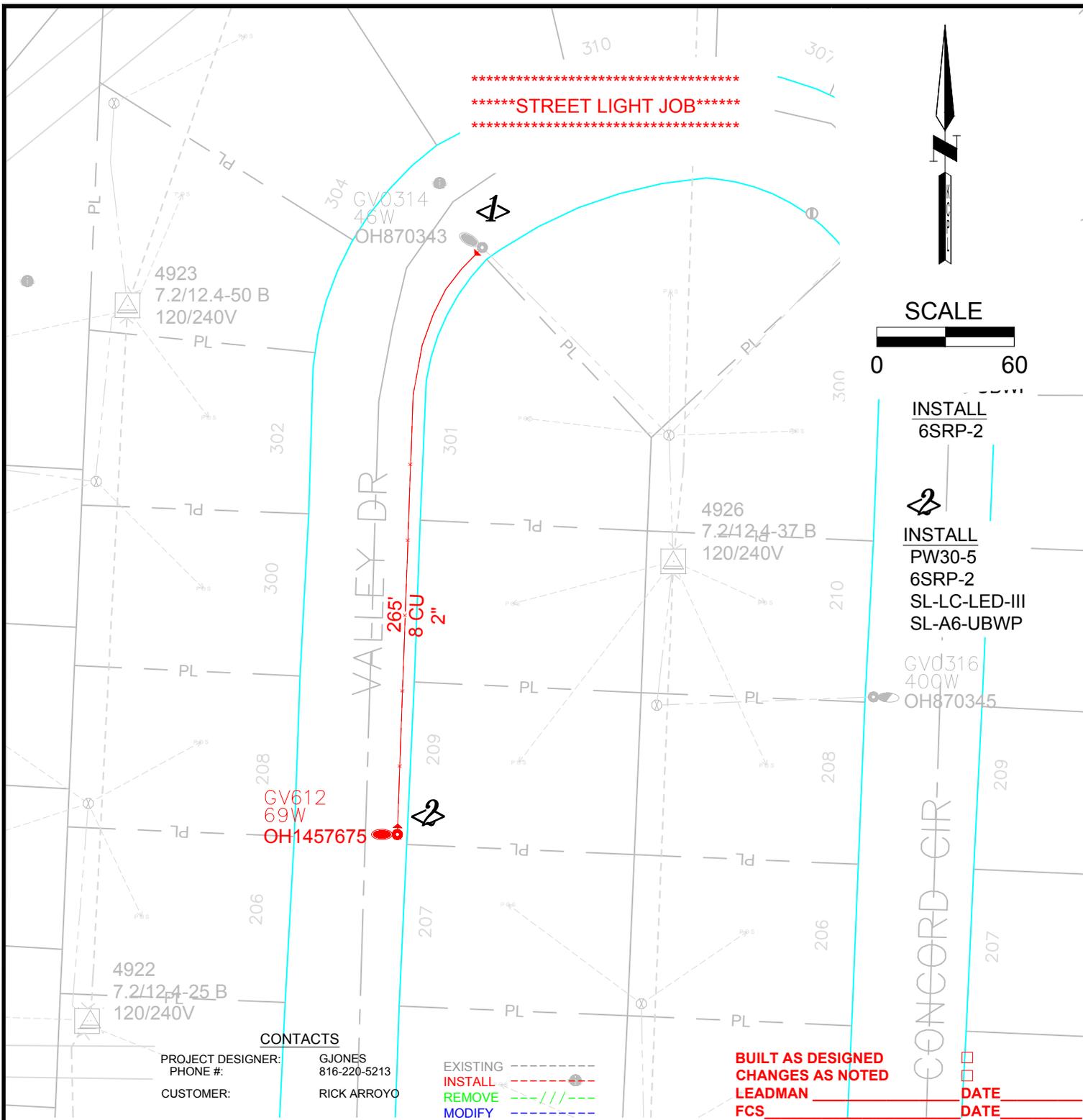
At a meeting of the _____ on _____
 the following changes were authorized in our street lighting system by resolution of the _____.
 Street lights will be installed, in accordance with the schedule of charges listed below or any effective superseding rate
 schedules on file with the governmental regulatory agency having jurisdiction over rates and charges for service hereunder.

Add or Remove	No. Lights	Watts/ Lumens	*Type	MRU Code Number	Location	Pole #	MONTHLY COST
Add	1	150/7500	LED III On New Wood pole	LOCS	207 Valley Drive	1457675 GV6612	\$12.30
Add	1	UG Wire Under Concrete	#8 CU	MOMLL	207 Valley Drive	1457675 GV6612	24.18

Signed _____
 City Clerk

FOR KCPL USE ONLY	
Date of Change	_____
Change Made By	_____
Work Request #	_____
Subdivision	_____
Blanket WO #	_____
Signed	_____
CIS+ updated By	_____

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*****STREET LIGHT JOB*****



- INSTALL 6SRP-2
- INSTALL PW30-5
- 6SRP-2
- SL-LC-LED-III
- SL-A6-UBWP

CONTACTS

PROJECT DESIGNER: GJONES
 PHONE #: 816-220-5213
 CUSTOMER: RICK ARROYO

EXISTING - - - - -
 INSTALL - - - - -
 REMOVE - - - - -
 MODIFY - - - - -

**BUILT AS DESIGNED
 CHANGES AS NOTED
 LEADMAN _____
 FCS _____**

DATE _____
 DATE _____

SEC. 35 TWP. 49N RANGE 30W TAX DIST. _____

REV.	DATE	BY	CHECKED	APPROVED																												
<table border="1" style="width: 100%;"> <tr> <td colspan="2">TITLE <u>CITY OF GRAIN VALLEY</u></td> <td>PRJ# <u>50016300</u></td> <td colspan="2" rowspan="2"> BLUE SPRINGS SERVICE CENTER </td> </tr> <tr> <td colspan="2">ADDRESS <u>BETWEEN 207 AND 209 VALLEY DRIVE</u></td> <td>WR# <u>810466</u></td> </tr> <tr> <td colspan="2">CITY <u>GRAIN VALLEY</u></td> <td>SEC. DIST. _____</td> <td colspan="2">DESIGNED BY: <u>GJONES</u></td> </tr> <tr> <td colspan="2">COUNTY <u>JA</u> STATE <u>MO</u></td> <td>CIRCUIT <u>24511</u></td> <td colspan="2">REVIEWED BY: <u>NMICHAEL</u></td> </tr> <tr> <td colspan="2"><u>12</u> KV</td> <td>JOB TYPE: <u>1STLT</u></td> <td colspan="2">DATE: <u>4/2/2018</u></td> </tr> <tr> <td colspan="2">SHEET <u>1</u> OF <u>1</u></td> <td colspan="2">DWG FILE # <u>810466-1</u></td> <td>AUD</td> </tr> </table>					TITLE <u>CITY OF GRAIN VALLEY</u>		PRJ# <u>50016300</u>	 BLUE SPRINGS SERVICE CENTER		ADDRESS <u>BETWEEN 207 AND 209 VALLEY DRIVE</u>		WR# <u>810466</u>	CITY <u>GRAIN VALLEY</u>		SEC. DIST. _____	DESIGNED BY: <u>GJONES</u>		COUNTY <u>JA</u> STATE <u>MO</u>		CIRCUIT <u>24511</u>	REVIEWED BY: <u>NMICHAEL</u>		<u>12</u> KV		JOB TYPE: <u>1STLT</u>	DATE: <u>4/2/2018</u>		SHEET <u>1</u> OF <u>1</u>		DWG FILE # <u>810466-1</u>		AUD
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**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	5/14/2018	
BILL NUMBER	R18-24	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI APPOINTING JUSTIN TYSON TO THE GRAIN VALLEY PLANNING AND ZONING COMMISSION FOR A TWO YEAR TERM	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ken Murphy, Assistant City Administrator	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available:	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To appoint Justin Tyson to the Planning & Zoning Commission	
BACKGROUND	The Planning & Zoning Commission has two openings and Mr. Tyson has expressed interest.	
SPECIAL NOTES	N/A	
ANALYSIS	Mr. Tyson is involved in the community in a number of different ways and this would further provide him with an opportunity to continue that involvement.	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	N/A	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	

**REFERENCE DOCUMENTS
ATTACHED**

Resolution

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

May 14, 2018

RESOLUTION NUMBER
R18-24

SPONSORED BY
ALDERMAN STRATTON

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI APPOINTING JUSTIN TYSON TO THE GRAIN VALLEY PLANNING AND ZONING COMMISSION FOR A TWO YEAR TERM

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri is dedicated to the constant improvement of our community by enlisting the assistance of qualified citizen participants; and

WHEREAS, prescribed by State Statute and the ordinances of the City of Grain Valley, Missouri, the Planning and Zoning Commission was formed; and

WHEREAS, Justin Tyson is a duly qualified Grain Valley citizen and desires to continue to serve his community by participating on the Planning and Zoning Commission; and

WHEREAS, the Mayor of Grain Valley, Mike Todd, wishes to appoint Justin Tyson to the Planning and Zoning Commission.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: Confirm the Mayor's appointment of Justin Tyson to the Grain Valley Planning and Zoning Commission.

SECTION 2: The Mayor and Board of Aldermen extend to Justin Tyson their sincerest appreciation, in advance, for his time and consideration in serving the community.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2018.

Mike Todd
Mayor

ATTEST:

Theresa Osenbaugh
City Clerk

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**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	5/14/2018	
BILL NUMBER	R18-25	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI APPOINTING SHEA BASS TO THE GRAIN VALLEY PLANNING AND ZONING COMMISSION FOR A TWO YEAR TERM	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ken Murphy, Assistant City Administrator	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available:	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To appoint Shea Bass to the Planning & Zoning Commission	
BACKGROUND	The Planning & Zoning Commission has two openings and Mr. Bass has expressed interest.	
SPECIAL NOTES	N/A	
ANALYSIS	Mr. Bass has been in contact with the City about joining a board or committee to volunteer on for the better part of a year to fulfill his desire to be involved in the community.	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	N/A	

DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

May 14, 2018

RESOLUTION NUMBER
R18-25

SPONSORED BY
ALDERMAN STRATTON

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI APPOINTING SHEA BASS TO THE GRAIN VALLEY PLANNING AND ZONING COMMISSION FOR A TWO YEAR TERM

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri is dedicated to the constant improvement of our community by enlisting the assistance of qualified citizen participants; and

WHEREAS, prescribed by State Statute and the ordinances of the City of Grain Valley, Missouri, the Planning and Zoning Commission was formed; and

WHEREAS, Shea Bass is a duly qualified Grain Valley citizen and desires to continue to serve his community by participating on the Planning and Zoning Commission; and

WHEREAS, the Mayor of Grain Valley, Mike Todd, wishes to appoint Shea Bass to the Planning and Zoning Commission.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: Confirm the Mayor's appointment of Shea Bass to the Grain Valley Planning and Zoning Commission.

SECTION 2: The Mayor and Board of Aldermen extend to Shea Bass their sincerest appreciation, in advance, for his time and consideration in serving the community.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2018.

Mike Todd
Mayor

ATTEST:

Theresa Osenbaugh
City Clerk

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