

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, June 24, 2019

7:00 p.m.

1. Call to Order.

2. Roll Call.

3. Pledge of Allegiance.

4. Presentations/Awards.

- Proclamation-Ray-Pec Sunrise Optimist Club (pg 289)

5. Personal Appearances.

- Julia Jackson, City planning and vision

6. Staff Reports.

- A. Status of Capital Improvements (pg 9)
- B. Public Works (pg 17)
- C. Parks and Recreation (pg 19)
- D. Communications Report (pg 35)
- E. Monthly Financial Report (pg 43)

7. Committee Reports.

8. Consent Agenda.

The items on the Consent Agenda are approved by a single action of the City Council. If any Councilmember would like to have an item removed from the Consent Agenda and considered separately, he/she may so request.

- A. City Council Minutes, June 10, 2019 (pg 53)
- B. City Council Special Meeting Minutes, June 17, 2019 (pg 63)
- C. Recreation Park Ball Field Lighting Project - Acceptance and Final Payment

Reference: - Resolution 19-38 (pg 65)

The Parks and Recreation Director has determined that the project has been satisfactorily completed in accordance with the project specifications.

9. **Unfinished Business. Second Reading.**

A. Vacation of Easement - The Good Ranch

Reference: - Agenda Item Information Sheet (pg 69)
- Bill 3456 (pg 71)
- Easement Map (pg 74)

Staff requests the vacation of four easements no longer needed for an abandoned sanitary sewer line, access road, and lift station located in The Good Ranch subdivision.

- City Council, 06/10/19: Approved 8-0

B. FY 2019 Budget Amendment - Meter Conversion Project

Reference: - Agenda Item Information Sheet (pg 77)
- Bill 3452 (pg 79)

This budget amendment will provide additional funds to complete the work as specified and provide a contingency amount for unforeseen conditions that may arise.

- City Council, 06/10/19: Approved 8-0

C. T.B. Hanna Station Improvements, Station House Renovation

Reference: - Agenda Item Information Sheet (pg 83)
- Bill 3457 (pg 85)
- Contract (pg 87)

Staff recommends the contract for the Station House Renovation project be awarded to RL Phillips Construction Inc. as part of the T.B. Hanna Station Improvements.

- Parks and Recreation Board, 5/28/19: Approved 5-1
- City Council, 06/10/19: Approved 8-0

D. Agreement with Raymore-Peculiar School District for SRO Services

Reference: - Agenda Item Information Sheet (pg 133)
- Bill 3460 (pg 135)
- Agreement (pg 137)

This agreement calls for the City of Raymore to provide School Resource Officer (SRO) services to the Raymore-Peculiar School District for schools within the Raymore City limits and the East Middle School located in the County during the 2019-2020 school year. The School District will provide reimbursement to the City for these services.

- City Council, 06/10/19: Approved 8-0

E. Award of Contract - Centerview AV Production System/Outdoor Speakers

Reference: - Agenda Item Information Sheet (pg 143)
- Bill 3461 (pg 145)
- Contract (pg 147)

Staff recommends the contract for the Centerview AV Production System/Outdoor Speakers be awarded to Kansas City Audio Video.

- City Council, 06/10/19: Approved 8-0

F. Award of Contract-Residential Waste Collection

Reference: - Agenda Item Information Sheet (pg 155)
- Bill 3465 (pg 159)
- Contract (pg 161)

- City Council, 06/17/19: Approved 8-0

10. New Business. First Reading.

A. 30th Amendment to the Unified Development Code - Keeping of Fowl (public hearing)

Reference: - Agenda Item Information Sheet (pg 183)
- Bill 3458 (pg 185)
- Staff Report (pg 188)
- Exhibits (pg 194)
- 5/21/19 Planning & Zoning Commission minutes excerpt (pg 225)

The 30th amendment to the Unified Development Code proposes to allow the keeping of fowl on property zoned RR, R-1A and R-1.

- Planning & Zoning Commission, 05/21/19: Motion to recommend approval failed by a 4-3 vote; case forwarded with no recommendation

B. Amendment to Chapter 205: Animal Control (public hearing)

Reference: - Agenda Item Information Sheet (pg 231)

- Bill 3459 (pg 233)

This amendment to the Animal Control Code establishes the restrictions for keeping of fowl on property zoned RR, R-1A and R-1.

C. Conway Place Rezoning (public hearing)

Sean Seibert is requesting to reclassify the zoning of 5+ acres located north of Pine Street, east of Sunset Lane, from C-1 (Neighborhood Commercial District) and C-2 (General Commercial District) to PUD (Planned Unit Development District) to allow for construction of a multi-family development. With the Planning and Zoning Commission continuing the case to its July 2 meeting, staff is requesting the public hearing be continued to the July 8 Council meeting.

- Planning & Zoning Commission, 06/18/19: Case continued to 7/2/19

D. Conway Place Preliminary Development Plan (public hearing)

Sean Seibert is requesting approval of a preliminary plan for Conway Place, a 67-unit townhome development proposed for land north of Pine Street, east of Sunset Lane. With the Planning and Zoning Commission continuing the case to its July 2 meeting, staff is requesting the public hearing be continued to the July 8 Council meeting.

- Planning and Zoning Commission, 06/18/19: Case continued to 7/2/19

E. Award of Contract - 2019 Street Preservation

Reference: - Agenda Item Information Sheet (pg 239)
- Bill 3467 (pg 241)
- Contract (pg 244)

Staff requests approval to enter into a contract with Superior Bowen Asphalt Co., LLC for the 2019 Street Preservation Project.

11. Public Comments. Please identify yourself for the record and keep comments to a maximum of five minutes.

12. Mayor/Council Communication.

13. Adjournment.

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 6/3/2019 (pg 279)
- Planning and Zoning Commission minutes, 6/4/2019 (pg 281)

EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss litigation matters as authorized by RSMo 610.021 (1).

The Raymore City Council may enter an executive session before or during this meeting, if such action is approved by a majority of Council present, with a quorum, to discuss:

- Litigation matters as authorized by § 610.021 (1),
- Real Estate acquisition matters as authorized by § 610.021 (2),
- Personnel matters as authorized by § 610.021 (3),
- Other matters as authorized by § 610.021 (4-21) as may be applicable.

Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting, please notify this office at (816) 331-3324 no later than forty eight (48) hours prior to the scheduled commencement of the meeting.

Hearing aids are available for this meeting for the hearing impaired. Inquire with the City Clerk, who sits immediately left of the podium as one faces the dais.

Staff Reports

Status of Capital Improvements - Projects not yet started

Category	Project	Fiscal Year	Budget Amount	Milestone/Next Steps
Stormwater	Cul-de-sac Program	2017	\$100,000	
Parks & Recreation	T.B. Hanna Park Security Camera	2019	\$15,525	
Parks & Recreation	Memorial Park Arboretum Light Replacement	2019	\$26,000	
Transportation	Right of Way Infrastructure Repairs	2019	\$150,000	

Status of Capital Improvements - Projects in planning/bid stage

Category	Project	Fiscal Year	Budget Amount	Milestone/Next Steps
Stormwater	Detention Pond Rehab/Beautification Partnership	2017	\$50,000	
Stormwater	City Hall Detention Pond	2017	\$80,000	
Stormwater	Municipal Center BMP's	2017	\$80,000	
Community Developm	GO Contingency/T.B. Hanna	2017	\$301,500	
Transportation	Lucy Webb Roundabout Additional Lighting	2018	\$12,000	
Community Developm	GO Project Support	2018	\$217,394	
Sanitary	Sanitary Sewer Inflow and Infiltration Reduction	2019	\$126,075	
Sanitary	Owen Good Force Main Repairs	2019	\$700,000	
Transportation	Annual Street Preservation Program	2019	\$800,000	
Transportation	Maintenance of Thoroughfare Routes	2019	\$200,000	
Transportation	Shadowood Settlement Investigation	2019	\$30,000	
Sanitary	Harold Estates Sanitary Sewer Extension	2019	\$500,000	
Buildings & Grounds	City Hall Exterior Painting	2019	\$47,000	

Status of Capital Improvements - Projects under construction

Category	Project	Fiscal Year	Budget Amount	Milestone/Next Steps
Parks & Recreation	Hawk Ridge Park Walking Trail - Lake Loop	2015	\$160,000	
Transportation	Construction of Sunset Lane Gap	2016	\$350,000	
Parks & Recreation	Hawk Ridge Park Phase (I-b) ADA Dock	2016	\$45,000	
Parks & Recreation	Hawk Ridge Park Phase (I-c) Restroom	2016	\$90,000	
Parks & Recreation	Trail Lighting	2017	\$100,000	
Buildings & Grounds	Public Works Facility Roof Repair	2017	\$203,000	
Water	Sensus Meter Reading System	2017	\$150,000	
Community Developm	GO Hawk Ridge Park Support	2018	\$382,606	
Parks & Recreation	Recreation Park Picnic Pavilion	2018	\$210,000	
Water	Sensus Meter Reading System	2018	\$150,000	
Parks & Recreation	Memorial Park Playground Improvements	2019	\$48,000	
Parks & Recreation	Hawk Ridge Park Security Cameras	2019	\$31,000	
Parks & Recreation	Recreation Park Pond	2019	\$150,000	
Buildings & Grounds	Municipal Circle Light Replacement	2019	\$50,000	
Buildings & Grounds	Parks Maintenance Facility Door Access System	2019	\$8,400	
Stormwater	Annual Curb Replacement Program	2019	\$200,000	
Transportation	Annual Curb Replacement Program	2019	\$400,000	
Water	Hydrant Replacement	2019	\$112,000	
Stormwater	Culvert Replacement	2019	\$35,000	

Status of Capital Improvements - Projects finished with major construction

Category	Project	Fiscal Year	Budget Amount	Milestone/Next Steps
Buildings & Grounds	City Hall Front Entry Repair	2017	\$242,000	
Buildings & Grounds	City Hall Lobby Modifications	2018	\$40,000	
Buildings & Grounds	City Hall LED Lighting Upgrades	2018	\$13,250	
Buildings & Grounds	Public Works LED Lighting Upgrades	2018	\$10,500	
Stormwater	North Washington Street Culvert Replacement	2018	\$33,000	
Stormwater	Stormwater Culvert Replacement	2018	\$28,000	
Sanitary	Sanitary Sewer Inflow and Infiltration Reduction	2018	\$123,000	
Stormwater	Permeable Pavers Crosswalks	2018	\$176,685	
Parks & Recreation	Recreation Park Pedestrian Bridge Replacements	2018	\$55,000	
Sanitary	Evan Brook Sewer Repair	2019	\$18,000	
Parks & Recreation	Projector and Screen Raymore Activity Center	2019	\$13,200	
Parks & Recreation	Recreation Park Ballfield Lights	2019	\$90,000	

Status of Capital Improvements - Projects finalized out and accepted by City Council						
Category	Project	Fiscal Year	Budget Amount	Total Expenditure	Remaining Funds	Additional Notes
Buildings & Grounds	City Hall Lower Level Fire Suppression Modification	2016	\$45,000		N/A	N/A Recommend reprogramming as staff further investigates additional record storage alternatives
Buildings & Grounds	Police Firing Range	2016	\$46,842		N/A	N/A Jan. 28, 2019 Moved to the Restricted Revenue Fund for future lease expenses
Parks & Recreation	Ward Park Shelter Facility	2017	\$6,500	\$2,647	\$3,853	Completed in-house, final acceptance not required; proj 289
Parks & Recreation	Raymore Arboretum	2017	\$10,000	\$7,875	\$2,125	Completed in-house, final acceptance not required; proj 300
Buildings & Grounds	City Hall Phone System	2017	\$45,000	\$46,147	-\$1,147	Accepted Oct, 8, 2018
Stormwater	FY17 Stormwater Improvements	2017	\$74,000	\$77,691	-\$3,691	Resolution 18-32 June 11, 2018; proj 278
Sanitary	Silvertop Sewer Replacement	2017	\$69,247	\$60,062	\$9,185	Bill 3299 9/26/17 increased budget by \$9,247. Resolution 18-50 Sept 24, 2018; proj 274
Buildings & Grounds	Security Cameras at Parks & Public Works	2017	\$35,000	\$32,059	\$2,941	proj 280
Buildings & Grounds	Internet and Public Wifi in the Parks	2017	\$33,500	\$15,312	\$18,188	proj 297
Transportation	Annual Curb Replacement Program	2018	\$400,000	\$398,954	\$1,046	proj 294
Stormwater	Annual Curb Replacement Program	2018	\$100,000	\$100,000	\$0	proj 294
Parks & Recreation	Recreation Park Pedestrian Safety E	2018	\$100,000	\$100,412	-\$412	Resolution 18-65, Oct. 22, 2018; proj 291
Transportation	Annual Sidewalk Program	2018	\$117,000	\$92,786	\$24,214	Resolution 19-06, Jan. 28, 2019; proj 310
Sanitary	Owen Good Overflow Valve Replace	2018	\$30,000	\$29,899	\$101	Resolution 19-09 Feb 11, 2019; proj 312; C/O 1 of \$2,916 paid from Fund 50 so project didn't go over. Actual project cost \$32,814.60
Sanitary	Lift Station Emergency Generators	2018	\$94,500	\$64,793	\$29,707	Purchased through the MARC Regional Purchasing Cooperative
Stormwater	Annual Curb Replacement Program	2018	\$100,000	\$100,000	\$0	Resolution 18-70, Nov 26,2018; proj 294
Transportation	Annual Curb Replacement Program	2018	\$400,000	\$398,954	\$1,046	Resolution 18-70, Nov 26,2019; proj 294
Transportation	Annual Street Preservation Program	2018	\$800,000	\$799,185	\$815	Resolution 19-22, May 13, 2019; proj 296
Transportation	Maintenance of Thoroughfare Routes	2018	\$125,000	\$125,000	\$0	Resolution 19-22, May 13, 2020; proj 296

Status of Capital Improvements - Projects finalized out and accepted by City Council

Category	Project	Fiscal Year	Budget Amount	Total Expenditure	Remaining Funds	Additional Notes
Water	Star Drive Water Main	2019	\$53,000	\$29,859	\$23,141	Completed as an emergency repair, site resoration still to be completed. PO19-9643; proj 324
Stormwater	Storm/Sanitary Sewer Camera	2019	\$110,000	\$108,830	\$1,170	split 50/50 between fund 46 & fund 54
Buildings & Grounds	Building Door Access System	2019	\$36,000	\$42,074	-\$6,074	PO 19-9651
Transportation	Hubach Hill Road Street Light	2018	\$8,000			proj 309
Transportation	Johnston Drive Street Light	2018	\$8,000			
Transportation	Street Light Installation	2018	\$15,000			163rd & Creekmoor Clubhouse

Status of Capital Improvements - Projects finalized and accepted by City Council										
Category	Project	Fiscal Year	Bond Amount	GO Premium Applied	GO Interest Earnings	Capital Funds Applied	Total Funding Available	Total Expenditure	Remaining Funds	Additional Notes
Parks GO Bond	Centerview	2017	\$1,500,000	\$200,000		\$1,815,250	\$3,515,250	\$3,611,409	-\$96,159	proj 227
Parks GO Bond	Activity Center at Recreation Park	2017	\$2,843,000	\$109,573	\$115,118	\$278,758	\$3,346,449			proj 229
Parks GO Bond	Hawk Ridge Park Additional Signage	2017	\$85,000	\$198,227			\$283,227			proj 253
Parks GO Bond	Hawk Ridge Park Amphitheater	2017	\$675,100				\$675,100			proj 253
Parks GO Bond	Hawk Ridge Park Parking Lot Expansion & ADA Playground	2017	\$700,000				\$700,000			proj 253
Parks GO Bond	Recreation Park Trail Rehabilitation	2017	\$55,000				\$55,000	\$55,000		proj 237-205
Parks GO Bond	T.B. Hanna Station Amenities	2017	\$600,000			\$301,500	\$901,500			
Transportation GO Bond	Foxridge Drive	2016	\$700,000				\$700,000	\$701,110	-\$1,110	proj 249
Transportation GO Bond	Johnston Drive	2016	\$350,000	\$80,000		\$54,750	\$484,750	\$437,538	\$47,212	proj 243
Transportation GO Bond	Kentucky Construction	2016	\$700,000	\$199,669	\$22,160		\$921,829	\$67,851	\$853,978	proj 242
Transportation GO Bond	58 Highway Overlay	2016	\$1,400,000				\$1,400,000	\$1,335,604	\$64,396	proj 245



PUBLIC WORKS MONTHLY REPORT

June 2019

ENGINEERING DIVISION

Projects Under Construction

- Hawkridge Park
- Jefferson Street Culvert
- Meter Conversion

Projects Under Design

- Kentucky Road
- FY 2019 Street Preservation
- Owen Good Force Main Replacement
- Dean Avenue Meter Vault

Development Under Construction

- Heritage Hills
- Edgewater
- Meadowood
- Westbrook at Creekmoor
- Prairie View of the Good Ranch

Developments Under Review

- Dean Commercial Site
- Lofts at Foxridge

OPERATIONS & MAINTENANCE DIVISION

- 13 Water Taps
- 11 Sewer Inspections
- 13 Water Inspections
- 521 Line Locates
- 298 City Hall Work Orders
- 26 Driveway Approach Inspections
- 15 Sidewalk Inspections
- 39 Final ROW Inspections
- 9 Meter Conversions
- 34,120 Feet of Sewer Line Jetted
- 326 Potholes Patched
- 27 Lane Miles Swept
- 1426 Feet of Sidewalk Mudjacked
- 110 Service Requests Completed

MONTHLY REPORT

June 2019

HIGHLIGHTS

- Recreation Coordinator Katie VanKeulen and park maintenance staff prepared for the opening of Raymore's Original Town Farmers Market.
- Summer Camp started on Monday, June 3. Recreation Staff worked hard preparing activities, field trips and the RAC for camp. More information on Raymore's Summer Camp can be found at www.raymore.com/camp
- Parks and Recreation Director Nathan Musteen and Recreation Coordinator Katie VanKeulen met with instructors of the Aging Mastery Program in preparation for a fall 2019 session.
- Recreation youth baseball/softball league photos were held at the RAC on May 28 through May 30.
- Athletic Coordinator Todd Brennon attended the South Metro Sports Coordinators meeting on May 28 and the Raymore United Coaches meeting on May 30.
- Tiny T-ball for ages 3 and 4 year olds began on May 30. The class is held at Memorial Park.
- The Raymore Tree Board and the Raymore Parks and Recreation Board celebrated Arbor Day by dedicating an American Yellowwood tree in the Arboretum at Memorial Park.
- The Raymore Parks and Recreation Board met in regular session on Tuesday, May 28.
- Parks maintenance staff planted flowers at City Hall and Recreation Park.
- The 2019 Summer Camp enjoyed games, arts and crafts and activities and traveled to





the Harrisonville pool and Paradise Park in Lee's Summit.

- The 2019 Original Town Farmers Market began on Tuesday, June 4. The market will be located at T.B. Hanna Station every Tuesday from 4-7 p.m. through September.
- Parks and Recreation staff went through a new facility and work order training with Dude Solutions.
- Park staff began brush hogging maintenance on the linear trail areas when weather and conditions permit. Staff also worked on landscape beds and removed the old tree along Madison St. near the RAC that was damaged by storms in May.
- Parks and Recreation Director Nathan Musteen gave an annual report to the Missouri Parks and Recreation Association during the June board meeting in Jefferson City.
- Raymore United Soccer Club held clinics and try-outs at the Recreation Park Soccer Complex.
- Raymore United Soccer Club coaches met for a wrap-up meeting following the June player try-outs.
- Parks and Recreation staff continue preparing for the upcoming Spirit of America Celebration. Raymore PD, South Metro Fire and J&M Displays met with staff this week as we begin final plans for the June 29 event.
- Coordinators Todd Brennon and Katie VanKeulen made an appearance on Foxwood Springs TV.
- Maintenance staff mowed areas of Hawk Ridge Park, trimmed trees at Centerview and began mulching trees and landscape beds at Recreation Park. Staff also started the irrigation systems at Centerview and City Hall.
- Recreation Park hosted the U8 USSSA State Championship Baseball Tournament June 14 - 16.
- Parks and Recreation Director Nathan Musteen and Parks Superintendent Steve Rulo met with contractors regarding the project at Recreation Park Pond.

PARKS & RECREATION BOARD

June 25 - Work Session: Meet and Greet with new Park Board Members.
Business Meeting: Action Items scheduled include contract award with Custom Ice for T.B. Hanna Station, Park Foundation Resolution and a budget amendment for trail improvements.

CENTERVIEW

- Wedding
- Bible Study-every Sunday

- Police Training - 2 weeks (*MILO Range custom immersive police firearm training simulators*)
- HOA Meetings - 3
- Evening Yoga classes
- Morning Chair Strength Classes
- Employees participating in the trash can information program
- Family Art Day
- Shipping out party
- Graduation parties - 4
- Pins and Needles
- Bridge Club
- Arts Commission Concert on the Lawn
- Tri-County Art League Meeting
- Birthday parties - 2
- Rotary Club Banquet
- Arts Commission Performance

RAC - Raymore Activity Center

- Birthday Party
- Summer Camp - daily
- Karate Classes

RECREATION PROGRAMS & SPECIAL EVENTS



The poster features a dark wood-grain background. At the top, a blue banner with a white border contains the text 'RAYMORE FARMERS MARKET' in white, with a small green leaf icon below it. Below the banner, the text 'TUESDAYS 4-7 P.M. JUNE-SEPT' is displayed in large, bold, white letters. To the right of this text are illustrations of green leafy vegetables and red radishes. At the bottom, the text 'T.B. HANNA STATION 214 S WASHINGTON' is written in white. In the bottom left corner, there are illustrations of a green pear and a red tomato. The entire poster is framed by a thin black border.

Farmers Market
4-7 p.m., Tuesdays from June-September

Join us every Tuesday through September at T.B. Hanna Station for the Original Town Farmers Market!

Area growers and artisans sell locally produced foods, plants, crafts and handmade products.

Original Town Farmers Market

RAYMORE PRESENTS

MOVIE IN THE PARK



June 21 at dusk
 T.B. Hanna Station

Join us for a free viewing of *Mary Poppins Returns*.

The movie begins at dusk. Popcorn and refreshments will be provided by South Metro Fire.

SPONSORED BY:



RAYMORE
 parks & recreation

SPONSORED BY
 COMMUNITY BANK OF RAYMORE



THE CITY OF RAYMORE PRESENTS

★ Spirit of America 2019 ★

CELEBRATION

JOIN US AT RECREATION PARK **JUNE 29 7 P.M.**

The fireworks show begins at dusk. Bring chairs and the whole family for a great evening in the park.

Live Music, Food Trucks, Concessions, Inflatables Giveaways, Child-friendly Games & Activities

SUMMER AT THE RAC

PROGRAMS & HOURS EFFECTIVE JUNE - AUGUST

MON - FRI | Summer Day Camp: 6 a.m.-6 p.m. | RAC closed to public

MON	6-7 p.m.	Open gym & walking track (free)
	7-9 p.m.	Adult open play volleyball
TUES	6-7 p.m.	Open gym & walking track (free)
	7-9 p.m.	Adult open play basketball
WED	6-9 p.m.	Youth martial arts & women's kickboxing
TH	6-7 p.m.	Open gym & walking track (free) Evening rental available
FRI		Evening rental available
SAT		Rental available

RAYMORE ACTIVITY CENTER
 1011 S. Madison St. // raymore.com/rac



Engineering with LEGO Camps

July 22-26, Raymore Elementary School

SUPER HERO ENGINEERING WITH LEGO

Save the world with LEGO Super Heroes! Build the hideouts and vehicles of your favorite caped crusaders and learn what makes them not only super heroes, but super hero engineers! An experienced Play-Well instructor guides young heroes as they design, build and save a city where ingenuity and imagination can solve any conflict.

Ages // 5-7
 Time // 9 a.m. -12 p.m.
 Fee // \$150 per child*

HARRY POTTER MASTER ENGINEERING

Master the magic of Harry Potter using LEGO! Build Diagon Alley in preparation for you trip to Hogwarts School of Witchcraft and Wizardry. Hop on your broomstick and play Quidditch, duel the evil Lord Voldemort, and hone your magical skills while learning about advanced Muggle (STEM) concepts.

Ages // 8-12
 Time // 1-4 p.m.
 Fee // \$150 per child*

*If your child would like to participate in LEGO Camp and is already enrolled and registered in our full time summer day camp the week of July 22, you will only need to pay an additional \$65 for the LEGO Experience.



Raymore Parks and Recreation Board

Annual Report

Fiscal Year 2018/2019
 (Mid-Review Financial Report)

The Raymore Parks and Recreation Department, in conjunction with the Park Board, oversees the acquisition, development, and maintenance of various parklands within the City limits. The Department is responsible for planning, organizing, offering, and supervising a variety of recreation programs and special events for the benefit of the citizens of the City and surrounding community. Managing the use of park property by private individuals, groups, and athletic rentals, caring for municipal buildings and grounds, and coordinating the activities of the Raymore Parks and Recreation Board, are also functions of this department.

Board Members:

Original Appointment Date

Ward 1	Eric Eastwood Ryan Supple	Appointed June 2011 Appointed June 2018
Ward 2	Melinda Houdyshell William Manson	Appointed June 2014 Appointed June 2019
Ward 3	Rich Bartow Joshua Collier	Appointed June 2018 Appointed June 2019
Ward 4	Bryan Harris Stephen Trautman, <i>Chair</i>	Appointed June 2007 Appointed February 2016
At Large (Ward 2)	Chanda Williamson	Appointed June 2019

Members replaced in 2018/2019 (June 2018 - May 2019)

Ward 2, Jennifer Cipolla	June 2014 - May 2019
Ward 3, William Manson	September 2013 - June 2018
Ward 3, Jim Heath	May 2015 - May 2019
At Large (Ward 1), Michele Seimears	June 2014 - April 2019

Parks & Recreation Staff:

Director of Parks & Recreation	Nathan Musteen
Office Assistant	Greta Naab

Recreation Division

Recreation Superintendent	John McLain
Recreation Coordinator	Katie VanKeulen
Athletic Coordinator	Todd Brennon

Parks Division

Parks Superintendent	Steve Rulo
Parks Crew Leader	Jeff Schmill
Parks Maintenance Staff	Boyd Fields, Eddie Gomez, Gus Boos, Haley Rhule

25 -PARK FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	1,004.09	1,004.09	0.00 (	1,004.09)	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	1,004.09	1,004.09	0.00 (	1,004.09)	0.00
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	402,780.00	3,318.17	397,910.06	0.00	4,869.94	98.79
MISCELLANEOUS	0.00	0.00	0.00	7,967.00	2,105.70	14,251.29	0.00 (	6,284.29)	178.88
FACILITY RENTAL REVENUE	0.00	0.00	0.00	6,080.00	590.00	2,665.00 (	50.00)	3,465.00	43.01
TRANSFERS - INTERFUND	0.00	0.00	0.00	450,000.00	37,500.00	262,500.00	0.00	187,500.00	58.33
TOTAL PARKS DIVISION	0.00	0.00	0.00	866,827.00	43,513.87	677,326.35 (	50.00)	189,550.65	78.13
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	62,000.00	15,673.90	22,350.40	0.00	39,649.60	36.05
FACILITY RENTAL REVENUE	0.00	0.00	0.00	22,200.00	5,445.00	12,691.25	0.00	9,508.75	57.17
PROGRAM REVENUE	0.00	0.00	0.00	227,520.00	8,247.85	130,615.60 (	45.00)	96,949.40	57.39
TOTAL RECREATION DIVISION	0.00	0.00	0.00	311,720.00	29,366.75	165,657.25 (	45.00)	146,107.75	53.13
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	50,205.00	5,417.91	30,900.40	0.00	19,304.60	61.55
PROGRAM REVENUE	0.00	0.00	0.00	2,600.00	490.00	2,945.00	0.00 (	345.00)	113.27
TOTAL CENTERVIEW	0.00	0.00	0.00	52,805.00	5,907.91	33,845.40	0.00	18,959.60	64.10
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	2,340.00	0.00	0.00	0.00	2,340.00	0.00
CONCESSION REVENUE	0.00	0.00	0.00	7,650.00	89.00	1,790.50	0.00	5,859.50	23.41
FACILITY RENTAL REVENUE	0.00	0.00	0.00	13,050.00	127.50	1,787.50	0.00	11,262.50	13.70
PROGRAM REVENUE	0.00	0.00	0.00	146,800.00	13,245.00	38,245.01	0.00	108,554.99	26.05
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	169,840.00	13,461.50	41,823.01	0.00	128,016.99	24.62
TOTAL REVENUES	0.00	0.00	0.00	1,401,192.00	93,254.12	919,656.10 (	95.00)	481,630.90	65.63
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	0.00	0.00	0.00	732,989.00	67,936.12	397,480.00	22,702.17	312,806.83	57.32
RECREATION DIVISION	0.00	0.00	0.00	537,076.00	72,165.17	306,311.60	13,788.97	216,975.43	59.60
CENTERVIEW	182.79	182.79	0.00	49,255.00	2,764.50	12,077.37	503.41	36,674.22	25.54
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	81,172.00	4,708.08	23,625.23	573.14	56,973.63	29.81
TOTAL EXPENDITURES	182.79	182.79	0.00	1,400,492.00	147,573.87	739,494.20	37,567.69	623,430.11	55.48
REVENUES OVER/(UNDER) EXPENDITURES	(182.79)	182.79	0.00	700.00	(54,319.75)	180,161.90	(37,662.69)	(141,799.21)	357.03

25 -PARK FUND

REVENUES

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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NON-DEPARTMENTAL

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MISCELLANEOUS

00-4350-0000 INTEREST REVENUE	0.00	0.00	0.00	0.00	1,004.09	1,004.09	0.00	(1,004.09)	0.00
TOTAL MISCELLANEOUS	0.00	0.00	0.00	0.00	1,004.09	1,004.09	0.00	(1,004.09)	0.00

TRANSFERS - INTERFUND

TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	1,004.09	1,004.09	0.00	(1,004.09)	0.00
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PARKS DIVISION

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PROPERTY TAXES

25-4010-0000 REAL ESTATE PROPERTY TAX	0.00	0.00	0.00	336,715.00	1,079.11	332,897.81	0.00	3,817.19	98.87
25-4020-0000 PERSONAL PROPERTY TAX	0.00	0.00	0.00	66,065.00	2,239.06	65,012.25	0.00	1,052.75	98.41
TOTAL PROPERTY TAXES	0.00	0.00	0.00	402,780.00	3,318.17	397,910.06	0.00	4,869.94	98.79

MISCELLANEOUS

25-4350-0000 INTEREST REVENUE	0.00	0.00	0.00	7,967.00	918.70	10,880.29	0.00	(2,913.29)	136.57
25-4370-0000 MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	1,187.00	1,371.00	0.00	(1,371.00)	0.00
25-4480-1500 DONATIONS - LEGACY	0.00	0.00	0.00	0.00	0.00	2,000.00	0.00	(2,000.00)	0.00
TOTAL MISCELLANEOUS	0.00	0.00	0.00	7,967.00	2,105.70	14,251.29	0.00	(6,284.29)	178.88

FACILITY RENTAL REVENUE

25-4710-0000 PARK RENTAL FEES	0.00	0.00	0.00	6,080.00	590.00	2,665.00	(50.00)	3,465.00	43.01
TOTAL FACILITY RENTAL REVENUE	0.00	0.00	0.00	6,080.00	590.00	2,665.00	(50.00)	3,465.00	43.01

TRANSFERS - INTERFUND

25-4901-0000 TRANSFER FROM GENERAL FUN	0.00	0.00	0.00	100,000.00	8,333.33	58,333.31	0.00	41,666.69	58.33
25-4947-0000 TRANSFER FROM PARK SALES	0.00	0.00	0.00	350,000.00	29,166.67	204,166.69	0.00	145,833.31	58.33
TOTAL TRANSFERS - INTERFUND	0.00	0.00	0.00	450,000.00	37,500.00	262,500.00	0.00	187,500.00	58.33

TOTAL PARKS DIVISION

RECREATION DIVISION

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PROPERTY TAXES

MISCELLANEOUS

25 -PARK FUND

REVENUES

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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CONCESSION REVENUE

26-4700-0000 CONCESSION	0.00	0.00	0.00	62,000.00	15,673.90	22,350.40	0.00	39,649.60	36.05
TOTAL CONCESSION REVENUE	0.00	0.00	0.00	62,000.00	15,673.90	22,350.40	0.00	39,649.60	36.05

FACILITY RENTAL REVENUE

26-4710-0000 RENTAL FEES	0.00	0.00	0.00	22,200.00	5,445.00	12,691.25	0.00	9,508.75	57.17
TOTAL FACILITY RENTAL REVENUE	0.00	0.00	0.00	22,200.00	5,445.00	12,691.25	0.00	9,508.75	57.17

PROGRAM REVENUE

26-4715-1600 PROGRAM - LEAGUE MISC	0.00	0.00	0.00	12,250.00	547.00	3,057.00	0.00	9,193.00	24.96
26-4715-1610 PROGRAM - BASEBALL/SOFTBA	0.00	0.00	0.00	86,600.00	3,735.00	59,421.00	0.00	27,179.00	68.62
26-4715-1615 PROGRAM - BASKETBALL	0.00	0.00	0.00	0.00	232.00	232.00	0.00	(232.00)	0.00
26-4715-1620 PROGRAM - SOCCER	0.00	0.00	0.00	67,900.00	1,698.85	47,413.60	(45.00)	20,531.40	69.76
26-4715-1625 PROGRAM - ADULT SOFTBALL	0.00	0.00	0.00	20,250.00	0.00	4,950.00	0.00	15,300.00	24.44
26-4715-1635 PROGRAM - INSTRUCTIONAL	0.00	0.00	0.00	6,300.00	300.00	940.00	0.00	5,360.00	14.92
26-4715-1640 PROGRAM - TINY SPORTS	0.00	0.00	0.00	11,520.00	450.00	7,310.00	0.00	4,210.00	63.45
26-4715-1645 PROGRAM - FITNESS	0.00	0.00	0.00	7,200.00	0.00	0.00	0.00	7,200.00	0.00
26-4720-0000 SPECIAL EVENT CONTRIBUTIO	0.00	0.00	0.00	15,500.00	1,285.00	7,292.00	0.00	8,208.00	47.05
TOTAL PROGRAM REVENUE	0.00	0.00	0.00	227,520.00	8,247.85	130,615.60	(45.00)	96,949.40	57.39
TOTAL RECREATION DIVISION	0.00	0.00	0.00	311,720.00	29,366.75	165,657.25	(45.00)	146,107.75	53.13

CENTERVIEW

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MISCELLANEOUS

FACILITY RENTAL REVENUE

27-4710-0000 RENTAL FEES	0.00	0.00	0.00	50,205.00	5,417.91	30,900.40	0.00	19,304.60	61.55
TOTAL FACILITY RENTAL REVENUE	0.00	0.00	0.00	50,205.00	5,417.91	30,900.40	0.00	19,304.60	61.55

PROGRAM REVENUE

27-4715-1600 PROGRAMS-MISC	0.00	0.00	0.00	2,600.00	490.00	2,945.00	0.00	(345.00)	113.27
TOTAL PROGRAM REVENUE	0.00	0.00	0.00	2,600.00	490.00	2,945.00	0.00	(345.00)	113.27
TOTAL CENTERVIEW	0.00	0.00	0.00	52,805.00	5,907.91	33,845.40	0.00	18,959.60	64.10

RAYMORE ACTIVITY CENTER

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MISCELLANEOUS

28-4370-0000 MISCELLANEOUS REVENUE	0.00	0.00	0.00	2,340.00	0.00	0.00	0.00	2,340.00	0.00
TOTAL MISCELLANEOUS	0.00	0.00	0.00	2,340.00	0.00	0.00	0.00	2,340.00	0.00

25 -PARK FUND

PARKS DIVISION

DEPARTMENTAL EXPENDITURES

	PRIOR YEAR	PRIOR YEAR	REMAINING						
	ENDING PO BAL.	PO ADJUST.	PRIOR YEAR	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% OF
			PO BALANCE	BUDGET	PERIOD	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET

PERSONNEL

25-5010-0000 SALARIES/WAGES	0.00	0.00	0.00	19,233.00	0.00	0.00	0.00	19,233.00	0.00
25-5010-1250 SALARIES/WAGES	0.00	0.00	0.00	327,719.00	35,973.86	194,057.15	0.00	133,661.85	59.21
25-5020-1250 FICA	0.00	0.00	0.00	25,751.00	2,798.73	15,080.10	0.00	10,670.90	58.56
25-5030-1250 UNEMPLOYMENT	0.00	0.00	0.00	1,011.00	0.00	276.78	0.00	734.22	27.38
25-5040-1250 GROUP INSURANCE	0.00	0.00	0.00	55,986.00	4,261.15	29,829.52	0.00	26,156.48	53.28
25-5045-1250 LAGERS	0.00	0.00	0.00	50,582.00	5,676.17	30,039.49	0.00	20,542.51	59.39
25-5050-1250 OVERTIME	0.00	0.00	0.00	8,892.00	1,700.22	10,602.57	0.00	(1,710.57)	119.24
25-5060-1250 WORKERS COMP	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,189.00</u>	<u>745.89</u>	<u>5,221.23</u>	<u>0.00</u>	<u>3,967.77</u>	<u>56.82</u>
TOTAL PERSONNEL	0.00	0.00	0.00	498,363.00	51,156.02	285,106.84	0.00	213,256.16	57.21

COMMODITIES

25-6065-1250 EQUIPMENT & FIXTURES-PARK	0.00	0.00	0.00	6,900.00	69.15	944.95	0.00	5,955.05	13.69
25-6070-1250 FUEL/OIL	0.00	0.00	0.00	10,450.00	436.61	4,295.82	679.87	5,474.31	47.61
25-6150-1010 OFFICE SUPPLIES	0.00	0.00	0.00	1,500.00	0.00	280.70	0.00	1,219.30	18.71
25-6260-1250 TOOLS/EQUIPMENT	0.00	0.00	0.00	2,500.00	0.00	0.00	571.98	1,928.02	22.88
25-6270-1010 UNIFORMS	0.00	0.00	0.00	162.00	0.00	0.00	0.00	162.00	0.00
25-6270-1250 UNIFORMS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,825.00</u>	<u>0.00</u>	<u>2,951.20</u>	<u>100.00</u>	<u>773.80</u>	<u>79.77</u>
TOTAL COMMODITIES	0.00	0.00	0.00	25,337.00	505.76	8,472.67	1,351.85	15,512.48	38.78

MAINTENANCE & REPAIRS

25-6400-1250 BUILDING MAINTENANCE	0.00	0.00	0.00	2,000.00	0.00	64.73	0.00	1,935.27	3.24
25-6410-1250 EQUIPMENT MAINTENANCE	0.00	0.00	0.00	500.00	0.00	258.96	328.62	(87.58)	117.52
25-6430-1250 GROUNDS MAINTENANCE	0.00	0.00	0.00	40,000.00	4,627.67	17,278.60	6,022.08	16,699.32	58.25
25-6430-1255 GROUNDS MAINT-TREES	0.00	0.00	0.00	4,000.00	1,000.00	1,000.00	0.00	3,000.00	25.00
25-6430-1500 GROUNDS MAINTENANCE - LEG	0.00	0.00	0.00	0.00	0.00	1,947.39	1,674.00	(3,621.39)	0.00
25-6490-1010 VEHICLE MAINTENANCE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>	<u>0.00</u>	<u>750.46</u>	<u>0.00</u>	<u>(250.46)</u>	<u>150.09</u>
TOTAL MAINTENANCE & REPAIRS	0.00	0.00	0.00	47,000.00	5,627.67	21,300.14	8,024.70	17,675.16	62.39

UTILITIES

25-6800-1010 ELECTRICITY	0.00	0.00	0.00	46,564.00	3,176.63	18,400.14	0.00	28,163.86	39.52
25-6810-1010 WATER	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>215.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>215.00</u>	<u>0.00</u>
TOTAL UTILITIES	0.00	0.00	0.00	46,779.00	3,176.63	18,400.14	0.00	28,378.86	39.33

CONTRACTUAL

25-7020-1010 ADVERTISING/LEGAL NOTICES	0.00	0.00	0.00	135.00	0.00	0.00	0.00	135.00	0.00
25-7090-1010 ED/TRAIN/SEMINAR	0.00	0.00	0.00	2,750.00	0.00	3,349.71	1,190.00	(1,789.71)	165.08
25-7090-1255 EDUCATION/TRAINING/SEMINA	0.00	0.00	0.00	500.00	0.00	445.00	0.00	55.00	89.00
25-7140-1250 EQUIPMENT RENTAL	0.00	0.00	0.00	1,000.00	0.00	424.67	0.00	575.33	42.47
25-7180-1010 INSURANCE	0.00	0.00	0.00	12,003.00	0.00	8,348.37	0.00	3,654.63	69.55
25-7210-1010 LEGAL SERVICES	0.00	0.00	0.00	800.00	0.00	0.00	0.00	800.00	0.00
25-7240-1010 MEALS/LODGING/MILEAGE	0.00	0.00	0.00	6,770.00	1,585.43	3,977.71	571.24	2,221.05	67.19
25-7240-1255 MEALS/LODGING/MILEAGE	0.00	0.00	0.00	250.00	0.00	104.50	0.00	145.50	41.80
25-7250-1010 MEMBERSHIP DUES	0.00	0.00	0.00	1,600.00	875.00	1,800.00	0.00	(200.00)	112.50
25-7280-1010 MISCELLANEOUS EXP	0.00	0.00	0.00	110.00	0.00	127.53	0.00	(17.53)	115.94
25-7300-1010 COPIER EXPENSE	0.00	0.00	0.00	2,076.00	355.18	1,318.28	0.00	757.72	63.50
25-7320-1250 PROFESSIONAL SERVICES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>31,250.00</u>	<u>623.93</u>	<u>16,090.94</u>	<u>11,564.38</u>	<u>3,594.68</u>	<u>88.50</u>
TOTAL CONTRACTUAL	0.00	0.00	0.00	59,244.00	3,439.54	35,986.71	13,325.62	9,931.67	83.24

25 -PARK FUND
 RECREATION DIVISION

DEPARTMENTAL EXPENDITURES

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL</u>									
26-5010-1310 SALARIES/WAGES	0.00	0.00	0.00	254,927.00	35,025.52	169,823.85	0.00	85,103.15	66.62
26-5020-1310 FICA	0.00	0.00	0.00	19,740.00	2,750.48	13,031.99	0.00	6,708.01	66.02
26-5030-1310 UNEMPLOYMENT	0.00	0.00	0.00	787.00	0.00	206.43	0.00	580.57	26.23
26-5040-1310 GROUP INSURANCE	0.00	0.00	0.00	25,269.00	2,632.30	18,423.33	0.00	6,845.67	72.91
26-5045-1310 LAGERS	0.00	0.00	0.00	33,881.00	3,994.53	20,860.49	0.00	13,020.51	61.57
26-5050-1310 OVERTIME	0.00	0.00	0.00	3,115.00	1,285.80	2,997.31	0.00	117.69	96.22
26-5060-1010 WORKERS COMP	0.00	0.00	0.00	5,712.00	461.00	3,227.00	0.00	2,485.00	56.50
TOTAL PERSONNEL	0.00	0.00	0.00	343,431.00	46,149.63	228,570.40	0.00	114,860.60	66.55
<u>COMMODITIES</u>									
26-6150-1010 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	5.40	(5.40)	0.00
26-6190-1010 POSTAGE	0.00	0.00	0.00	288.00	16.50	93.22	0.00	194.78	32.37
26-6245-1010 SOFTWARE	0.00	0.00	0.00	1,350.00	0.00	0.00	0.00	1,350.00	0.00
26-6260-1010 TOOLS/EQUIPMENT/ADMIN	0.00	0.00	0.00	300.00	851.14	877.53	146.94	(724.47)	341.49
26-6260-1600 TOOLS/EQUIPMENT-MISC	0.00	0.00	0.00	750.00	0.00	0.00	0.00	750.00	0.00
26-6260-1610 TOOLS/EQUIP- BASEBALL/SOF	0.00	0.00	0.00	4,000.00	0.00	67.00	0.00	3,933.00	1.68
26-6260-1620 TOOLS/EQUIPMENT - SOCCER	0.00	0.00	0.00	2,500.00	0.00	1,086.59	0.00	1,413.41	43.46
26-6260-1640 TOOLS/EQUIPMENT - TINY SP	0.00	0.00	0.00	625.00	0.00	321.28	0.00	303.72	51.40
26-6270-1010 UNIFORMS	0.00	0.00	0.00	546.00	0.00	534.00	0.00	12.00	97.80
TOTAL COMMODITIES	0.00	0.00	0.00	10,359.00	867.64	2,979.62	152.34	7,227.04	30.23
<u>UTILITIES</u>									
<u>CONTRACTUAL</u>									
26-7060-1010 CONCESSION EXP-ADMINISTRA	0.00	0.00	0.00	30,000.00	4,421.41	9,049.86	2,753.06	18,197.08	39.34
26-7090-1010 ED/TRAIN/SEMINAR	0.00	0.00	0.00	2,980.00	180.00	2,279.00	595.00	106.00	96.44
26-7240-1010 MEALS/LODGING/MILEAGE	0.00	0.00	0.00	4,570.00	0.00	3,393.85	218.30	957.85	79.04
26-7250-1010 MEMBERSHIP DUES	0.00	0.00	0.00	35.00	0.00	0.00	0.00	35.00	0.00
26-7280-1290 MISC/CASH/DEBT MGMT	0.00	0.00	0.00	7,500.00	672.89	3,818.82	0.00	3,681.18	50.92
26-7315-1010 PRINTING	0.00	0.00	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00
26-7330-1600 PROGRAM - MISC LEAGUES	0.00	0.00	0.00	5,145.00	810.38	2,443.88	0.00	2,701.12	47.50
26-7330-1610 PROGRAM - BASEBALL/SOFTBA	0.00	0.00	0.00	34,706.00	12,539.91	12,929.46	1,364.00	20,412.54	41.18
26-7330-1615 PROGRAM - BASKETBALL	0.00	0.00	0.00	0.00	0.00	0.00	264.00	(264.00)	0.00
26-7330-1620 PROGRAM - SOCCER	0.00	0.00	0.00	38,000.00	4,293.47	21,144.11	38.00	16,817.89	55.74
26-7330-1625 PROGRAM - ADULT SOFTBALL	0.00	0.00	0.00	9,000.00	800.00	1,070.76	0.00	7,929.24	11.90
26-7330-1635 PROGRAM - INSTRUCTION	0.00	0.00	0.00	4,750.00	252.00	707.00	0.00	4,043.00	14.88
26-7330-1640 PROGRAM - TINY SPORTS	0.00	0.00	0.00	1,800.00	0.00	676.48	0.00	1,123.52	37.58
26-7330-1645 PROGRAM - FITNESS	0.00	0.00	0.00	4,550.00	0.00	612.50	0.00	3,937.50	13.46
26-7340-1600 RENT	0.00	0.00	0.00	5,000.00	270.00	3,587.00	270.00	1,143.00	77.14
26-7360-1010 SOFTWARE MAINT - ADMINIST	0.00	0.00	0.00	4,500.00	0.00	0.00	0.00	4,500.00	0.00
26-7370-1600 SPECIAL EVENTS	0.00	0.00	0.00	28,250.00	907.84	13,048.86	8,134.27	7,066.87	74.98
TOTAL CONTRACTUAL	0.00	0.00	0.00	183,286.00	25,147.90	74,761.58	13,636.63	94,887.79	48.23

25 -PARK FUND

CENTERVIEW

DEPARTMENTAL EXPENDITURES

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL</u>									
<u>COMMODITIES</u>									
27-6065-1010 EQUIPMENT & FIXTURES	0.00	0.00	0.00	500.00	0.00	0.00	0.00	500.00	0.00
27-6150-1010 SUPPLIES	0.00	0.00	0.00	5,000.00	49.17	1,002.46	0.00	3,997.54	20.05
27-6190-1010 POSTAGE	0.00	0.00	0.00	250.00	0.00	0.00	0.00	250.00	0.00
27-6245-1010 SOFTWARE	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
27-6260-1600 TOOLS/EQUIP - MISC	0.00	0.00	0.00	250.00	0.00	0.00	0.00	250.00	0.00
27-6270-1010 UNIFORMS	0.00	0.00	0.00	180.00	0.00	173.00	0.00	7.00	96.11
TOTAL COMMODITIES	0.00	0.00	0.00	7,180.00	49.17	1,175.46	0.00	6,004.54	16.37
<u>MAINTENANCE & REPAIRS</u>									
27-6400-1010 BUILDING MAINTENANCE	0.00	0.00	0.00	1,600.00	0.00	53.94	0.00	1,546.06	3.37
27-6410-1010 EQUIPMENT MAINTENANCE	0.00	0.00	0.00	750.00	0.00	0.00	0.00	750.00	0.00
27-6430-1010 GROUNDS MAINTENANCE	114.79	114.79	0.00	1,500.00	0.00	114.79	(114.79)	1,500.00	0.00
TOTAL MAINTENANCE & REPAIRS	114.79	114.79	0.00	3,850.00	0.00	168.73	(114.79)	3,796.06	1.40
<u>UTILITIES</u>									
27-6800-1010 ELECTRICITY	0.00	0.00	0.00	9,600.00	433.83	2,608.92	0.00	6,991.08	27.18
27-6820-1010 NATURAL GAS/PROPANE	0.00	0.00	0.00	4,200.00	716.29	2,432.09	0.00	1,767.91	57.91
27-6850-1010 TRASH	0.00	0.00	0.00	882.00	160.00	594.60	0.00	287.40	67.41
TOTAL UTILITIES	0.00	0.00	0.00	14,682.00	1,310.12	5,635.61	0.00	9,046.39	38.38
<u>CONTRACTUAL</u>									
27-7020-1010 ADVERTISING	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
27-7280-1010 MISCELLANEOUS EXPENSE	0.00	0.00	0.00	1,280.00	0.00	80.00	0.00	1,200.00	6.25
27-7300-1010 COPIER EXPENSE	0.00	0.00	0.00	2,076.00	355.21	1,086.57	0.00	989.43	52.34
27-7315-1010 PRINTING	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00
27-7320-1010 PROFESSIONAL SERVICES	68.00	68.00	0.00	10,987.00	700.00	2,074.25	618.20	8,294.55	24.51
27-7330-1600 PROGRAM - MISCELLANEOUS	0.00	0.00	0.00	1,200.00	350.00	1,856.75	0.00	(656.75)	154.73
27-7360-1010 SOFTWARE MAINTENANCE	0.00	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00
TOTAL CONTRACTUAL	68.00	68.00	0.00	23,543.00	1,405.21	5,097.57	618.20	17,827.23	24.28
<u>CAPITAL PROJECTS</u>									
TOTAL CENTERVIEW	182.79	182.79	0.00	49,255.00	2,764.50	12,077.37	503.41	36,674.22	25.54

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25 -PARK FUND

RAYMORE ACTIVITY CENTER

DEPARTMENTAL EXPENDITURES

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL</u>									
<u>COMMODITIES</u>									
28-6065-1010 EQUIPMENT & FIXTURES	0.00	0.00	0.00	1,500.00	469.00	1,045.64	0.00	454.36	69.71
28-6150-1010 SUPPLIES	0.00	0.00	0.00	1,000.00	42.99	597.21	0.00	402.79	59.72
28-6245-1010 SOFTWARE	0.00	0.00	0.00	500.00	0.00	0.00	0.00	500.00	0.00
28-6260-1600 TOOLS/EQUIP - LEAGUE MISC	0.00	0.00	0.00	750.00	0.00	0.00	0.00	750.00	0.00
28-6260-1605 TOOLS/EQUIP - DAY CAMP	0.00	0.00	0.00	2,100.00	0.00	0.00	52.31	2,047.69	2.49
28-6260-1615 TOOLS/EQUIP - BASKETBALL	0.00	0.00	0.00	1,100.00	0.00	751.24	0.00	348.76	68.29
28-6260-1650 TOOLS/EQUIP - ADULT VOLLE	0.00	0.00	0.00	1,620.00	0.00	0.00	0.00	1,620.00	0.00
28-6260-1655 TOOLS/EQUIP - ADULT BASKE	0.00	0.00	0.00	1,370.00	0.00	0.00	0.00	1,370.00	0.00
28-6270-1010 UNIFORMS	0.00	0.00	0.00	180.00	0.00	0.00	0.00	180.00	0.00
TOTAL COMMODITIES	0.00	0.00	0.00	10,120.00	511.99	2,394.09	52.31	7,673.60	24.17
<u>MAINTENANCE & REPAIRS</u>									
28-6400-1010 BUILDING MAINTENANCE	0.00	0.00	0.00	1,500.00	0.00	64.73	0.00	1,435.27	4.32
28-6410-1010 EQUIPMENT MAINTENANCE	0.00	0.00	0.00	500.00	0.00	0.00	0.00	500.00	0.00
28-6430-1010 GROUNDS MAINTENANCE	0.00	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00
TOTAL MAINTENANCE & REPAIRS	0.00	0.00	0.00	4,000.00	0.00	64.73	0.00	3,935.27	1.62
<u>UTILITIES</u>									
28-6800-1010 ELECTRICITY	0.00	0.00	0.00	9,600.00	618.07	4,316.84	0.00	5,283.16	44.97
28-6820-1010 NATURAL GAS/PROPANE	0.00	0.00	0.00	4,200.00	850.89	3,970.00	0.00	230.00	94.52
28-6850-1010 TRASH	0.00	0.00	0.00	882.00	0.00	0.00	0.00	882.00	0.00
TOTAL UTILITIES	0.00	0.00	0.00	14,682.00	1,468.96	8,286.84	0.00	6,395.16	56.44
<u>CONTRACTUAL</u>									
28-7060-1010 CONCESSION EXP - RAC	0.00	0.00	0.00	4,000.00	0.00	617.58	0.00	3,382.42	15.44
28-7280-1010 MISCELLANEOUS	0.00	0.00	0.00	1,200.00	0.00	0.00	0.00	1,200.00	0.00
28-7320-1010 PROFESSIONAL SERVICES	0.00	0.00	0.00	2,190.00	544.75	1,594.75	215.25	380.00	82.65
28-7330-1600 PROGRAM - LEAGUE MISC	0.00	0.00	0.00	6,205.00	1,052.18	1,344.56	0.00	4,860.44	21.67
28-7330-1605 PROGRAM - DAY CAMP	0.00	0.00	0.00	16,400.00	815.20	1,427.20	305.58	14,667.22	10.57
28-7330-1615 PROGRAM - BASKETBALL	0.00	0.00	0.00	10,900.00	0.00	7,580.48	0.00	3,319.52	69.55
28-7330-1630 PROGRAM - MISC	0.00	0.00	0.00	4,725.00	0.00	0.00	0.00	4,725.00	0.00
28-7330-1645 PROGRAM - FITNESS	0.00	0.00	0.00	0.00	315.00	315.00	0.00	(315.00)	0.00
28-7330-1650 PROGRAM - ADULT VOLLEYBAL	0.00	0.00	0.00	3,850.00	0.00	0.00	0.00	3,850.00	0.00
28-7330-1655 PROGRAM - ADULT BASKETBAL	0.00	0.00	0.00	1,900.00	0.00	0.00	0.00	1,900.00	0.00
28-7360-1010 SOFTWARE MAINTENANCE	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
TOTAL CONTRACTUAL	0.00	0.00	0.00	52,370.00	2,727.13	12,879.57	520.83	38,969.60	25.59
<u>CAPITAL PROJECTS</u>									
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	81,172.00	4,708.08	23,625.23	573.14	56,973.63	29.81
TOTAL EXPENDITURES	182.79	182.79	0.00	1,400,492.00	147,573.87	739,494.20	37,567.69	623,430.11	55.48
REVENUES OVER/(UNDER) EXPENDITURES	(182.79)	182.79	0.00	(1,400,492.00)	(147,573.87)	(739,494.20)	(37,567.69)	(623,430.11)	55.48

*** END OF REPORT ***



AGENDA ITEM MEMO

To: Raymore Arts Commission
From: Mike Ekey, Assistant City Manager
Re: Approval of Artwork by JT Daniels (UPDATED)

In 2018, the Raymore Arts Commission's Public Arts Committee selected JT Daniels to develop a work of art for the concession stand at Recreation Park. During contract talks with Mr. Daniels, he had expressed interest in developing a piece of art that would include all four sides of the building.

Assistant City Manager Mike Ekey and Arts Commission Chairwoman Harriet Lawrence participated in a Park Board Work Session in the fall of 2018 to preview some of JT Daniels' artwork and to ask for permission to use all four sides of the concession stand. At this meeting, Ekey provided an overview of the process and reviewed the Memorandum of Understanding that helped guide the art selection process.

At this meeting, the Park Board gave its verbal approval for the Arts Commission to proceed with Mr. Daniels.

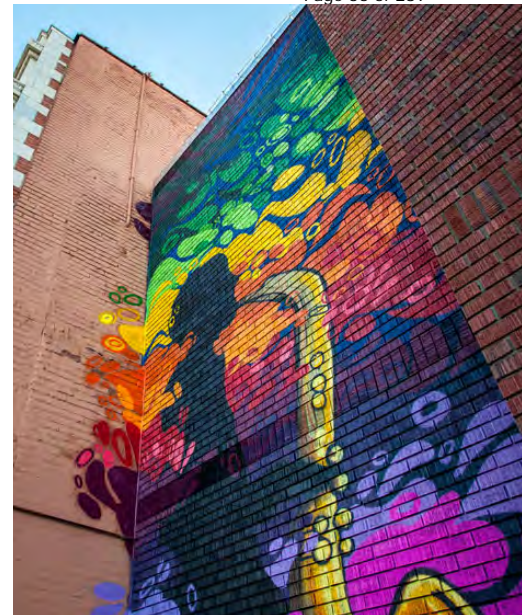
In March of 2019, Mr. Daniels provided a rough draft of the art work and, per the MOU with the Park Board, staff notified the Parks & Recreation Director of the Public Art Committee meeting on April 5 and the Arts Commission meeting on April 9 where the artist's proposal would be considered for approval.

On April 5, the Public Art Committee hosted Mr. Daniels and heard a presentation from him about the artwork. The members of the public art committee voted 2-0 to advance to artwork proposal to the full Commission.

UPDATE

The Arts Commission voted 7-0 on April 9 to send the proposed artwork back to the Public Art Committee for revisions - limited to the inclusion of a "sports element." JT Daniels provided an updated sketch for the east wall. The Committee met on May 2 to discuss the new revisions and approved the artwork 2-0 the advance it to the full Commission.

Motion to approve



Charlie Parker's Mood was created as a collaborative project with Google Fiber. The mural is based on experiencing synesthesia while listening to music. The design conveys the sense of being taken over by the moods and vibes embedded within Jazz. While the mural is a tribute to Charlie Parker, I used a blacked out silhouette to represent the legendary Jazz player, as this allows for visitors to the historic Jazz district to take part in the jazz experience and, at the same time, reflects the history African Americans had on creating the district and cultivating & mastering jazz in that area.
2017

Mural created for the
Ronald McDonald
House Charities.
2018





Collaboration Community mural created during Troostapalooza 2018. Located on the side of Ruby Jean's Juicery, 3100 Troost Ave, KCMO

35' x 23'

Betty Rae's Ice Cream
2018





Bridge Space, Interior mural installation.
2018



Whole Foods KC,
Interior mural
installation.
2018



East Wall



West Wall



North Wall

South Wall



FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period May 1, 2019 to May 31, 2019.

May Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

Overall, at 58.33% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 65.27% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been accepted by the Council and final payments have been made.

- Property tax revenues collected are tracking as expected at 98.63%. Staff expects this revenue source to come in at budget.
- Franchise Tax revenues as a whole are tracking below straight line at 53.96%. This revenue source varies depending on the weather, staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking slightly below straight line budget at 55.38%. City sales taxes are at 55.42% while state shared gasoline and vehicle taxes are at 54.46%.
- Fees and Permit revenues collected are tracking ahead of straight line budget at 76.92%. This is primarily due to Engineering Inspection Fees & Plan Review Fees for 2 new phases in the Creekmoor Subdivision.
- License revenues collected are tracking as expected at 77.45% of straight line budget. Occupational license revenues collected are tracking as expected. Staff anticipates additional revenue throughout the summer for new builders to the area. Liquor licenses are processed in June after the public hearing.
- Municipal Court revenues collected are slightly above straight line budget at 67.77%. Staff will continue to monitor this revenue source closely throughout the year.

Expenditures:

Departmental spending is tracking normally. Most of the departments are right at straight line expectation or slightly higher due to the three pay-periods occurring this year in November and May.

- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Engineering Department is currently at 62.18% of straight line budget primarily due to Vehicle Maintenance expenses in addition to a majority of their membership renewals occurring in May.
- The Street Department is currently at 61.26% of straight line budget primarily due to Salt/Sand purchases as a result of the harsh winter months.

Parks & Recreation Fund

Revenue:

Revenues are at 65.63% of budget 58.33% of the way through the year; normal for this time of the year. Park revenues associated with property taxes, miscellaneous and rentals are at 78.13% of straight line budget and will continue to increase in the next couple of months with increased usage of soccer fields, shelters and rental facilities throughout the summer and fall. Recreation revenues are expected to increase in June by revenues associated with summer youth camp registrations and camp fees throughout the summer as well as flag football and volleyball in the fall. Revenue associated with the facility rental of Centerview is above straight line budget at 61.55%. Staff will continue to monitor this revenue closely throughout the year.

Expenditures:

Both the Parks and Recreation departments are showing the same operational expenditure pattern as in years past, and are tracking normally. Expenditures are expected to increase as the number of programs offered goes up.

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 54.08% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

Enterprise Fund expenditures tracking below straight line budget but at expectations.

01 -GENERAL FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
PROPERTY TAXES	0.00	0.00	0.00	1,500,359.00	12,328.16	1,479,801.52	0.00	20,557.48	98.63
FRANCHISE TAXES	0.00	0.00	0.00	2,245,694.00	136,139.32	1,211,684.01	0.00	1,034,009.99	53.96
SALES TAXES	0.00	0.00	0.00	3,543,609.00	246,279.82	1,962,312.65	0.00	1,581,296.35	55.38
FEES AND PERMITS	0.00	0.00	0.00	237,788.00	14,523.50	182,977.62	(65.65)	54,876.03	76.92
LICENSES	0.00	0.00	0.00	133,053.00	4,360.00	103,051.66	0.00	30,001.34	77.45
MUNICIPAL COURT	0.00	0.00	0.00	320,884.00	35,712.67	217,458.74	0.00	103,425.26	67.77
MISCELLANEOUS	(8.08)	8.08	0.00	388,342.00	19,525.63	405,692.47	8.08	(17,358.55)	104.47
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,464,280.00	121,523.34	855,547.98	0.00	608,732.02	58.43
TOTAL NON-DEPARTMENTAL	(8.08)	8.08	0.00	9,834,009.00	590,392.44	6,418,526.65	(57.57)	3,415,539.92	65.27
TOTAL REVENUES	(8.08)	8.08	0.00	9,834,009.00	590,392.44	6,418,526.65	(57.57)	3,415,539.92	65.27
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	932,190.00	67,333.33	471,333.31	0.00	460,856.69	50.56
ADMINISTRATION	499.70	499.70	0.00	1,047,981.00	123,714.20	658,010.04	2,785.44	387,185.52	63.05
INFORMATION TECHNOLOGY	0.00	0.00	0.00	457,560.60	36,191.53	302,925.97	14,942.64	139,691.99	69.47
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	186,783.00	24,731.99	105,804.30	7.99	80,970.71	56.65
COMMUNITY DEVELOPMENT	22.28	22.28	0.00	674,032.00	75,748.73	401,826.23	(22.28)	272,228.05	59.61
ENGINEERING	121.34	121.34	0.00	420,592.00	47,461.19	257,926.09	3,599.80	159,066.11	62.18
STREETS	0.00	0.00	0.00	864,408.00	56,042.95	521,670.45	7,848.15	334,889.40	61.26
BUILDING & GROUNDS	5,832.79	5,832.79	0.00	374,280.20	28,884.63	210,020.61	(2,831.36)	167,090.95	55.36
STORMWATER	0.00	0.00	0.00	301,313.00	32,840.08	182,644.67	878.24	117,790.09	60.91
COURT	0.00	0.00	0.00	124,399.00	10,883.38	73,599.26	0.00	50,799.74	59.16
FINANCE	0.00	0.00	0.00	625,566.00	57,500.91	373,576.19	3,979.54	248,010.27	60.35
COMMUNICATIONS	0.00	0.00	0.00	302,946.00	19,569.63	113,624.23	1,040.76	188,281.01	37.85
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,940.00	2,000.00	12,000.00	0.00	12,940.00	48.12
POLICE	1,851.00	1,851.00	0.00	4,314,707.00	403,504.82	2,374,480.97	8,599.92	1,931,626.11	55.23
EMERGENCY MANAGEMENT	0.00	0.00	0.00	130,550.00	12,345.97	77,461.51	392.36	52,696.13	59.64
TOTAL EXPENDITURES	8,327.11	8,327.11	0.00	10,782,247.80	998,753.34	6,136,903.83	41,221.20	4,604,122.77	57.30
REVENUES OVER/(UNDER) EXPENDITURES	(8,335.19)	8,335.19	0.00	(948,238.80)	(408,360.90)	281,622.82	(41,278.77)	(1,188,582.85)	25.35-

25 -PARK FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	1,004.09	1,004.09	0.00 (	1,004.09)	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	1,004.09	1,004.09	0.00 (	1,004.09)	0.00
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	402,780.00	3,318.17	397,910.06	0.00	4,869.94	98.79
MISCELLANEOUS	0.00	0.00	0.00	7,967.00	2,105.70	14,251.29	0.00 (	6,284.29)	178.88
FACILITY RENTAL REVENUE	0.00	0.00	0.00	6,080.00	590.00	2,665.00 (	50.00)	3,465.00	43.01
TRANSFERS - INTERFUND	0.00	0.00	0.00	450,000.00	37,500.00	262,500.00	0.00	187,500.00	58.33
TOTAL PARKS DIVISION	0.00	0.00	0.00	866,827.00	43,513.87	677,326.35 (	50.00)	189,550.65	78.13
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	62,000.00	15,673.90	22,350.40	0.00	39,649.60	36.05
FACILITY RENTAL REVENUE	0.00	0.00	0.00	22,200.00	5,445.00	12,691.25	0.00	9,508.75	57.17
PROGRAM REVENUE	0.00	0.00	0.00	227,520.00	8,247.85	130,615.60 (	45.00)	96,949.40	57.39
TOTAL RECREATION DIVISION	0.00	0.00	0.00	311,720.00	29,366.75	165,657.25 (	45.00)	146,107.75	53.13
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	50,205.00	5,417.91	30,900.40	0.00	19,304.60	61.55
PROGRAM REVENUE	0.00	0.00	0.00	2,600.00	490.00	2,945.00	0.00 (	345.00)	113.27
TOTAL CENTERVIEW	0.00	0.00	0.00	52,805.00	5,907.91	33,845.40	0.00	18,959.60	64.10
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	2,340.00	0.00	0.00	0.00	2,340.00	0.00
CONCESSION REVENUE	0.00	0.00	0.00	7,650.00	89.00	1,790.50	0.00	5,859.50	23.41
FACILITY RENTAL REVENUE	0.00	0.00	0.00	13,050.00	127.50	1,787.50	0.00	11,262.50	13.70
PROGRAM REVENUE	0.00	0.00	0.00	146,800.00	13,245.00	38,245.01	0.00	108,554.99	26.05
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	169,840.00	13,461.50	41,823.01	0.00	128,016.99	24.62
TOTAL REVENUES	0.00	0.00	0.00	1,401,192.00	93,254.12	919,656.10 (	95.00)	481,630.90	65.63
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	0.00	0.00	0.00	732,989.00	67,936.12	397,480.00	22,702.17	312,806.83	57.32
RECREATION DIVISION	0.00	0.00	0.00	537,076.00	72,165.17	306,311.60	13,788.97	216,975.43	59.60
CENTERVIEW	182.79	182.79	0.00	49,255.00	2,764.50	12,077.37	503.41	36,674.22	25.54
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	81,172.00	4,708.08	23,625.23	573.14	56,973.63	29.81
TOTAL EXPENDITURES	182.79	182.79	0.00	1,400,492.00	147,573.87	739,494.20	37,567.69	623,430.11	55.48
REVENUES OVER/(UNDER) EXPENDITURES	(182.79)	182.79	0.00	700.00	(54,319.75)	180,161.90	(37,662.69)	(141,799.21)	357.03

50 -ENTERPRISE FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	40,107.00	7,565.08	49,055.40	0.00	(8,948.40)	122.31
UTILITY REVENUE	0.00	0.00	0.00	7,973,028.00	614,186.11	4,278,100.71	0.00	3,694,927.29	53.66
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	8,013,135.00	621,751.19	4,327,156.11	0.00	3,685,978.89	54.00
<u>DEBT SERVICE</u>									
<u>SRF SEWER BONDS</u>									
MISCELLANEOUS	0.00	0.00	0.00	8,337.00	49.10	4,695.84	0.00	3,641.16	56.33
TRANSFERS - INTERFUND	0.00	0.00	0.00	145,000.00	12,083.33	84,583.31	0.00	60,416.69	58.33
TOTAL SRF SEWER BONDS	0.00	0.00	0.00	153,337.00	12,132.43	89,279.15	0.00	64,057.85	58.22
TOTAL REVENUES	0.00	0.00	0.00	8,166,472.00	633,883.62	4,416,435.26	0.00	3,750,036.74	54.08
<u>EXPENDITURE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
WATER	5,622.50	5,032.50	590.00	3,166,261.00	223,174.79	1,423,389.91	386.56	1,742,484.53	44.97
SEWER	35,034.20	19,004.20	16,030.00	3,135,624.00	178,115.03	1,680,339.92	10,955.18	1,444,328.90	53.94
SOLID WASTE	0.00	0.00	0.00	1,164,598.00	123,398.16	493,113.60	0.00	671,484.40	42.34
SRF SEWER BONDS	0.00	0.00	0.00	153,337.50	0.00	4,213.41	0.00	149,124.09	2.75
TOTAL EXPENDITURES	40,656.70	24,036.70	16,620.00	8,219,820.50	574,687.98	3,951,056.84	11,341.74	4,257,421.92	48.21
REVENUES OVER/(UNDER) EXPENDITURES	(40,656.70)	24,036.70	(16,620.00)	(53,348.50)	59,195.64	465,378.42	(11,341.74)	(507,385.18)	851.08-

Investment Monthly Report

Investments Held at 05/31/19

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
06/27/18	802849	CBR	CD		Fund 50 06/29/19	673,823.35	673,823.35	1.7500	673,823.35
08/24/18	108041765	Commerce	CD		08/26/19	2,000,000.00	2,000,000.00	2.3200	2,000,000.00
10/02/18	108041857	Commerce	US TREASURY		09/12/19	2,000,000.00	2,000,000.00	2.5500	2,000,000.00
11/21/18	900320	CBR	CD		11/21/19	2,000,000.00	2,000,000.00	2.7000	2,000,000.00
12/07/18		NASB	CD		12/09/19	2,500,000.00	2,500,000.00	2.8000	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,086,977.07	2,086,977.07	2.4100	2,086,977.07
06/03/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	999,349.51	999,349.51	2.4100	999,349.51
09/01/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	1,084,332.71	1,084,332.71	2.4100	1,084,332.71
05/03/19	900656	CBR	CD		05/03/20	2,000,000.00	1,000,000.00	2.3100	2,000,000.00

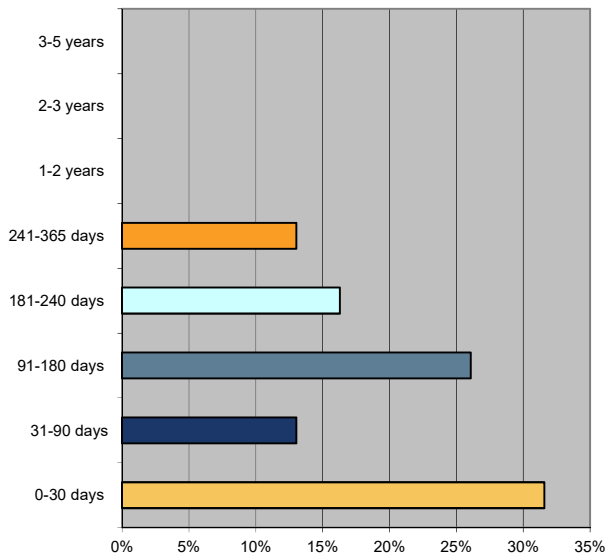
Investment Total **15,344,482.64** **14,344,482.64** **15,344,482.64**

*Market value listed above is the value of the investment at month end

Average Annual Rate of Return: 2.4758

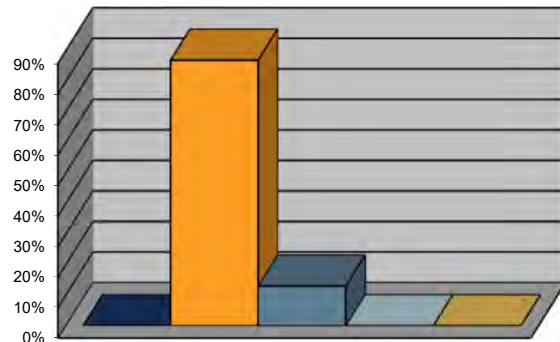
** Par value listed above is the actual amount if less than one year or the calculated annual earnings showing a one-year duration

Investment by Maturity



Diversification by Type

- a. US treasuries and securities
- b. Collateralized time and demand deposits
- c. US Government agencies, and government sponsored enterprises
- d. Collateralized repurchase agreements
- e. US Government agency callable securities



Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
05/03/18	108041463	Commerce	CD		05/03/19	1,000,000.00	1,000,000.00	2.0000	365

Average Rate of Return on Maturities: 2.00

May Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied
Emergency Mgmt. Performance Grant - 2019 (Jan. - Dec. 2019)	FEMA	\$54,788.31 (50% match)	Emer. Mgmt. activities incl: salaries, benefits, equip., supplies, training & travel	May 2019	Awarded

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2018 - Sept. 2019)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$2,630.76	\$2,138.80	9/30/19
State & Community Hwy. Safety Grant - HMV (Oct. 2018 - Sept. 2019)	MoDOT (Traffic & Hwy. Safety Division)	\$5,500.00 (no match)	\$1,624.18	\$1,624.18	9/30/19
Parks:					
Recreational Amenity Cost Sharing Program - Community Assistance Program (CAPS)	MO Dept of Conservation	\$178,000 (75% Contribution by CAPS)	\$0.00	\$0.00	As Project is Complete
Emergency Management:					
Emergency Mgmt. Performance Grant - 2019 (Jan. - Dec. 2019)	FEMA	\$54,788.31 (50% match)	\$0.00	\$0.00	12/31/19
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/2018

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Emergency Mgmt. Performance Grant - 2018 (Jan. - Dec. 2018)	FEMA	\$52,878.80 (50% match)	\$50,872.35	\$50,872.35	12/31/18

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, JUNE 10, 2019 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, AND CITY STAFF MEMBERS.

- 1. Call To Order.** Mayor Turnbow called the regular meeting to order at 7:00 p.m.
- 2. Roll Call.** City Clerk Jeanie Woerner called roll; quorum present to conduct business.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**

Mayor Turnbow delivered his annual State of the City Address. (attached to these minutes)

5. Personal Appearances.

Harriet Lawrence, Chairwoman of the Raymore Arts Commission, provided information on the art display in Council Chambers featuring Ethan Holman and the Raymore-Peculiar East Middle School students displayed in the cases in the lobby.

Jeff Cherry, Kansas City, MO, spoke to his concerns of safety at the intersection at 58 Highway and Prairie Lane.

6. Staff Reports.

City Clerk Jeanie Woerner provided a review of the staff report included in the Council packet for fireworks and the City's annual record destruction.

Development Services Jim Cadoret provided a review of upcoming meetings outlined in the staff report included in the Council packet.

Raymore Captain/Acting Police Chief Jim Wilson provided information on Raymore's Student Resource Officer functions. He answered general questions from Council.

Assistant City Manager Mike Ekey provided information on the recent increase in delays on the solid waste and recycling pickups since the 60-day cancellation notice of the contract with Jim's Disposal. He answered general questions from Council.

City Manager Jim Feuerborn advised Council that in response to the RFP for solid waste and recycling, the City has received four bids; three of which 3 have been interviewed. The Communications Department will begin an informational campaign tomorrow, outlining specifics on the transition to a new provider. He outlined significant lack of communication with the current provider and significant decreases in service levels. A

portion of the new City-owned carts were delivered today to a storage location and soon be delivered to residents. In order to keep with the timeframe outlined, he has requested the Mayor to call a special meeting on June 17 at 7:00 p.m. to consider the first reading of the new solid waste contract. This meeting will follow a brief 6:30 p.m. City Council work session. He answered general questions from Council.

7. Committee Reports.

8. Consent Agenda.

A. City Council Minutes, May 13, 2019

B. City Council Special Meeting Minutes, May 14, 2019

C. Resolution 19-25, Appointment of a City Councilmember to the License Tax Review Committee

D. Resolution 19-26, Appointment of Paul Bertolone to the Board of Adjustment

E. Resolution 19-31, Reappointment of Ryan Supple to the Park Board

F. Resolution 19-32, Appointment of William Manson to the Park Board

G. Resolution 19-33, Appointment of Joshua Collier to the Park Board

H. Resolution 19-34, Reappointment of Bryan Harris to the Park Board

I. Resolution 19-35, Appointment of Chanda Williamson to the Park Board

J. Resolution 19-29, Reappointment of Paula Diaz to the Tree Board

K. Resolution 19-30, Demolition of the Park House Facility Project - Acceptance and Final Payment

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the Consent Agenda as presented.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

9. Unfinished Business. Second Readings.

A. Memorial Park - Arboretum Playground Improvements

BILL 3453: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI APPROVING AN AGREEMENT WITH FRY AND ASSOCIATES, INC. IN THE AMOUNT OF \$42,566.36 TO PROVIDE AND INSTALL PLAY EQUIPMENT AT MEMORIAL PARK AND AUTHORIZING THE CITY MANAGER TO MAKE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Jeanie Woerner conducted the second reading of Bill 3453 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3453 by title only.

DISCUSSION: Councilmember Abdelgawad recognized the type of equipment that will be installed.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3453 as **Raymore City Ordinance 2019-039.**

B. Budget Amendment - Solid Waste and Recycling Carts

BILL 3455: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2019 CAPITAL BUDGET."

City Clerk Jeanie Woerner conducted the second reading of Bill 3455 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3455 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3455 as **Raymore City Ordinance 2019-040.**

10. New Business. First Readings.

A. Raymore Festival in the Park Memorandum of Understanding

RESOLUTION 19-27: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RAYMORE AND THE FESTIVAL IN THE PARK, INC. COMMITTEE FOR THE 2019 FESTIVAL IN THE PARK EVENT."

City Clerk Jeanie Woerner conducted the reading of Resolution 19-27 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. The Raymore Festival in the Park is an annual event held in Memorial Park. A memorandum of understanding (MOU) is reviewed each year between the Parks and Recreation Board and the Festival Committee outlining the in-kind services and park usage. No substantial changes have been made to this year's MOU. The MOU has been approved by the Parks and Recreation Board and forwarded to the Council with a recommendation of approval. He answered general questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the reading of Resolution 19-27 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

B. Application for Alcohol in Parks Permit – Raymore Festival in the Park (Public Hearing)

RESOLUTION 19-28: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE FESTIVAL IN THE PARK COMMITTEE TO SERVE ALCOHOL IN THE ACTIVITY AREA OF THE EVENT IN MEMORIAL PARK DURING THE 2019 FESTIVAL EVENT."

City Clerk Jeanie Woerner conducted the reading of Resolution 19-28 by title only.

Mayor Turnbow opened the public hearing at 7:53 p.m. and asked for a staff report.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. The Raymore Parks and Recreation Board has approved the application submitted by Raymore Festival in the Park, Inc. for a permit to serve alcohol on Sept. 20 and 21 during the 2019 festival and is being forwarded to the City Council with a recommendation of approval. He answered general questions from Council.

Mayor Turnbow opened the floor for public comment and hearing none, closed the public hearing at 7:54 p.m.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the reading of Resolution 19-28 by title only.

DISCUSSION: Councilmember Holman noted police presence at this event with little or no problems.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

C. Vacation of Easement - The Good Ranch (public hearing)

BILL 3456: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI VACATING ALL EASEMENT RIGHTS, INCLUDING A SEWER LINE EASEMENT, TWO LIFT STATION EASEMENTS, AND AN ACCESS ROAD EASEMENT ALL INDIVIDUALLY IDENTIFIED IN THE RIGHT-OF-WAY EASEMENT GRANTED BY BERTIE OWEN ON NOVEMBER 27, 1978, AND RECORDED IN THE CASS COUNTY RECORDER OF DEEDS AS DOCUMENT NO. 81367 IN BOOK 730 AT PAGE 178, ALL IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Jeanie Woerner conducted the first reading of Bill 3456 by title only.

Mayor Turnbow opened the public hearing at 7:57 p.m. and asked for a staff report.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. Good-Otis LLC and City staff recently discovered the existence of four easements in The Good Ranch community that are no longer necessary and can be considered restrictive to future development on the property. These easements were created for sanitary sewer lines, access roads, and lift station facilities that have subsequently been abandoned. It is requested that these easements be vacated.

Mayor Turnbow opened the floor for public comment and hearing none, closed the public hearing at 7:58 p.m.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3456 by title only.

DISCUSSION: Councilmember Holman noted this will benefit development on this property.

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

D. FY 2019 Budget Amendment - Meter Conversion Project

BILL 3452: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2019 CAPITAL BUDGET TO PROVIDE ADDITIONAL FUNDING SUPPORT FOR THE METER CONVERSION PROJECT. "

City Clerk Jeanie Woerner conducted the first reading of Bill 3452 by title only.

City Manager Jim Feuerborn provided history of this project. Staff is requesting a budget amendment in the amount of \$700,000 for the purchase of additional equipment necessary for the water meter conversion project to begin the second component of the project. He answered general questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3452 by title only.

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

E. T.B. Hanna Station Improvements, Station House Renovation

BILL 3457: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR \$46,714 WITH R.L. PHILLIPS CONSTRUCTION, INC. FOR THE RENOVATION OF THE OLD POST OFFICE BUILDING AS PART OF THE T.B. HANNA STATION IMPROVEMENTS."

City Clerk Jeanie Woerner conducted the first reading of Bill 3457 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. This project was included in the Parks Master Plan improvements funded in the 2016 General Obligation Bond issue. Staff recommends the contract for the Station House Renovation project be awarded to R.L. Phillips Construction Inc. as part of the T.B. Hanna Station Improvements. He answered general questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3457 by title only.

DISCUSSION: Councilmember Abdelgawad stated her pleasure with keeping a historical theme for this park area.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

F. Agreement with Raymore-Peculiar School District for SRO Services

BILL 3460: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT WITH THE RAYMORE-PECULIAR SCHOOL DISTRICT TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES FOR SCHOOLS IN RAYMORE AND THE EAST MIDDLE SCHOOL."

City Clerk Jeanie Woerner conducted the first reading of Bill 3460 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3460 by title only.

DISCUSSION: Councilmember Burke noted the school district partners with three entities for these services.

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

G. Award of Contract - Centerview AV Production System/Outdoor Speakers

BILL 3461: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KANSAS CITY AUDIO VISUAL FOR THE PURCHASE AND INSTALLATION OF AN A/V PRODUCTION SYSTEM AND OUTDOOR SPEAKERS FOR CENTERVIEW IN THE AMOUNT OF \$50,675.96 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Jeanie Woerner conducted the first reading of Bill 3461 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. Staff recommends the contract for the Centerview AV production system and outdoor speakers be awarded to Kansas City Audio Video. He answered general questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3461 by title only.

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

11. Public Comments.

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers recognized those appointed to various boards and commissions and thanked Mr. Cherry for his comments.

Councilmembers thanked Mayor Turnbow for delivering his State of the City address.

Councilmember Circo noted that he and Councilmember Jacobson recently attended Missouri Municipal League's Elected Officials conference.

Councilmember Burke congratulated a group of Raymore-Peculiar sophomores who recently received scouting awards.

Councilmember Jacobson stated he was pleased to be able to attend the Elected Officials conference.

Councilmember Berendzen thanked the citizens for their patience with the difficulties in the solid waste and recyclable services.

Councilmember Abdelgawad thanked Harriet Lawrence for the introduction of the artwork displayed in Council Chambers. She asked the Mayor and Councilmembers to begin their thoughts on a theme for the Festival in the Park parade.

Councilmember Barber thanked Arts Commission Chair, Harriet Lawrence for her direction in leading the Commission.

Councilmember Holman read aloud and dedicated a portion of Theodore Roosevelt's, speech from 1910, "The Man in the Arena", to Mr. Feuerborn and City staff members.

Mayor Turnbow thanked Councilmember Holman for serving as Mayor Pro Tem during his recent out of town travels, stated his pleasure with the Student Resource Officer agreement, and recognized Councilmember Holman's son as the artist on display in Council Chambers.

MOTION: By Councilmember Holman, second by Councilmember Barber to adjourn to Executive Session to discuss litigation as authorized by §610.021 (1).

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Moorhead	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore City Council adjourned to Executive Session at 8:34 p.m.

13. Adjournment.

MOTION: By Councilmember Holman, second by Councilmember Jacobson to adjourn.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 9:10 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

THE RAYMORE CITY COUNCIL MET IN SPECIAL SESSION MONDAY, JUNE 17, 2019 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF MEMBERS.

- 1. Call To Order.** Mayor Turnbow called the special meeting to order at 7:00 p.m.
- 2. Roll Call.** City Clerk Jeanie Woerner called roll; quorum present to conduct business.
- 3. Pledge of Allegiance.**
- 4. New Business.**

A. Award of Contract-Residential Waste Collection

BILL 3465: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CONSTABLE SANITATION TO PROVIDE WASTE DISPOSAL SERVICES FOR THE CITY OF RAYMORE, IN ACCORDANCE WITH THE REQUEST FOR PROPOSAL SUBMITTED FOR RFP 19-006."

City Clerk Jeanie Woerner conducted the first reading of Bill 3465 by title only.

City Manager Jim Feuerborn introduced George Constable and Shannon Edgmon, representatives from Constable Sanitation, and provided a detailed review of the staff report and provisions of the contract. At the May 14, 2019 special meeting, Council voted to terminate the contract with Jim's Disposal effective July 14, and directed staff to issue a request for proposals (RFP) for a new solid waste vendor effective July 15. Four responses were received, three of which were interviewed. Staff is recommending Council award the contract to Constable Sanitation, Inc. for the period July 15, 2019 through July 1, 2024. He reviewed provisions of RFP 19-006 and changes in the monthly fees and services.

Assistant City Manager Mike Ekey provided details of the program for implementing schedules and services of the new provider.

City Manager Jim Feuerborn, George Constable, and Shannon Edgmon answered questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3465 by title only.

DISCUSSION: Councilmember Abdelgawad noted the importance of this award of contract. She encouraged residents to read and learn the details of the contract.

Discussion ensued.

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Aye
Councilmember Holman Aye
Councilmember Jacobson Aye
Councilmember Townsend Aye

5. Public Comments.

6. Mayor/Council Communication.

Councilmembers thanked the Constable representatives for attending and answering questions, and staff for the RFP and negotiating this contract.

Councilmember Holman asked for thoughts and prayers for the Trenton, Missouri police officer that was recently injured in the line of duty.

Councilmember Barber highlighted agenda items from the worksession preceding this special meeting.

7. Adjournment.

MOTION: By Councilmember Holman, second by Councilmember Barber to adjourn.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Aye
Councilmember Holman Aye
Councilmember Jacobson Aye
Councilmember Townsend Aye

The special meeting of the Raymore Council adjourned at 7:56 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

RESOLUTION 19-38

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND ACCEPTING THE RECREATION PARK BALL FIELD LIGHTING PROJECT."

WHEREAS, the Contract specifies that funds be retained until satisfactory completion of the project; and

WHEREAS, the Parks and Recreation Director has determined that the project has been satisfactorily completed in accordance with the project specifications.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The Recreation Park Ball Field Lighting Project is accepted.

Section 2. The final payment in the amount of \$4,497.50 is approved.

Section 3. This Resolution shall become effective on and after the date of passage and approval.

Section 4. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 24TH DAY OF JUNE, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/10/2019

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3456: Vacation of Easement - The Good Ranch

STRATEGIC PLAN GOAL/STRATEGY

3.3.4: Ensure City plans and regulations support economic development priorities

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
----------------------	--------------------

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Easement Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Good-Otis LLC and City staff recently discovered the existence of four easements in The Good Ranch community that are no longer necessary. These easements were created for sanitary sewer lines, access roads, and lift station facilities that have subsequently been abandoned.

The existence of the easements creates encumbrances on private property that can be an impediment to future improvements upon the property. With the easements no longer needed, Good-Otis LLC and City staff are requesting the easements be vacated.

BILL 3456

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING ALL EASEMENT RIGHTS, INCLUDING A SEWER LINE EASEMENT, TWO LIFT STATION EASEMENTS, AND AN ACCESS ROAD EASEMENT ALL INDIVIDUALLY IDENTIFIED IN THE RIGHT-OF-WAY EASEMENT GRANTED BY BERTIE OWEN ON NOVEMBER 27, 1978, AND RECORDED IN THE CASS COUNTY RECORDER OF DEEDS AS DOCUMENT NO. 81367 IN BOOK 730 AT PAGE 178, ALL IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, Good-Otis, LLC is the owner and developer of the property directly affected by the right-of-way easement, and

WHEREAS, the City of Raymore, Missouri, is the grantee of the above-referenced right-of-way easement, having acquired the same for the purposes of constructing, locating, maintaining and operating a sewer line, two lift stations and an access road, and

WHEREAS, the City of Raymore, Missouri, has not utilized and has no need for the right-of-way easement, the sewer line, two lift stations nor the access road easement, and

WHEREAS, the City Council held a public hearing regarding the proposed easement vacation at 7 pm on June 10, 2019, after notice of said hearing was published in a newspaper of general circulation in the City at least 15 days prior, and

WHEREAS, the City Council has determined the proposed vacation of all easement rights is in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Council hereby finds and declares it necessary, reasonable and proper to vacate all of the easement right, particularly described as follows:

Tract 1 – Sewer Line Easement

All of Section 20, T46N, R32W, Cass County, Missouri; and;
the Northwest Quarter of Section 29, T46N, R32W, Cass County, Missouri.

Tract 2 – Lift Station

Beginning at a point 1435 feet south of the Northeast Corner of Section 29, Township 46 North, Range 32 West, as measured along the east line of said Section 29, Township 46 North, Range 32 West, as measured along the east line of said section, and 1988 feet west of the Northeast Corner of Section 29, Township 46 North, Range 32 West, as measured parallel with the north line of said section; thence, west and parallel with the north line of the SW $\frac{1}{4}$, NE $\frac{1}{4}$, Section 29, T46N, R32W, for a distance of 100 feet; thence south and parallel with the east line of the SW $\frac{1}{4}$, NE $\frac{1}{4}$, Section 29, T46N, R32W, for a distance of 100 feet; thence south and parallel with the east line of the SW $\frac{1}{4}$, NE $\frac{1}{4}$, Section 29, T46N, R32W, for a distance of 100 feet; thence, east and parallel with the north line of the SW $\frac{1}{4}$, NE $\frac{1}{4}$, Section 29, T46N,

R32W, for a distance of 100 feet; thence, north and parallel with the east line of the SW ¼, NE ¼, Section 29, T46N, R32W, for a distance of 100 feet to the point of beginning.

Tract 3 – Access Road

Beginning at a point 1485 feet south of the Northeast Corner of Section 29, T46N, R32W, as measured along the east line of said section, and 1988 feet west of the Northeast Corner of Section 29, T46N, R32W, as measured parallel with the north line of said section; thence, east and parallel with the north line of the South Half, NE ¼, Section 29, T46N, R32W, for a distance of 1017 feet; thence, northeasterly to a point 1042 feet east and 25 feet north of the point of beginning; thence, north to a point 918 feet west of the Northeast Corner of Section 29, T46N, R32W, as measured along the north line of Section 29, T46N, R28W, and 275 feet south of the Northeast Corner of Section 29, T46N, R32W, as measured parallel with the east line of Section 29, T46N, R32W; thence, northeasterly to the intersection with the north line of Section 29, T46N, R28W, said intersection being a point 630 feet west of the Northeast Corner of Section 29, T46N, R32W; thence east along the north line of Section 29, to the Northeast Corner of Section 29, T46N, R28W.

Tract 4 – Lift Station

Beginning at a point, said point being the intersection of the west line of the NE ¼ of Section 29, T46N, R32W, and the south right-of-way line of Lucy Webb Road; thence, east along the south right-of-way line of Lucy Webb Road for a distance of 43 feet; thence, south and parallel with the west line of the NE ¼ of Section 20, T46N, R32W, for a distance of 82 feet; thence, west and parallel with the north line of Section 20, T46N, R32W, for a distance of 75 feet; thence, north and parallel with the west line of the NE ¼ of Section 20, T46N, R32W, to the intersection with the south right-of-way line of Lucy Webb Road; thence, east along the south right-of-way line of Lucy Webb Road to the point of beginning.

Section 2. Acceptance of Finding. The City Council hereby makes the findings of fact and accepts the recommendation by City staff.

Section 3. Reversionary Rights. The statutory right of reversion in the owners of the abutting property is hereby confirmed, as is provided by the laws of the State of Missouri, and the Mayor and the Clerk of the City are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in Section 1 of this Ordinance.

Section 4. Recordation of Vacation. The City Council hereby authorizes and directs the City Manager and City Clerk to evidence approval of the vacation of the easements identified herein executing an Easement Vacation in recordable format and to record the same with the Cass County Recorder of Deeds.

Section 5. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 10TH DAY OF JUNE, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JUNE, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



1" = 1,000'

Description 4
Approximately 0.14 Acres

Description 1
Approximately 630 Acres

Description 3
Approximately 4.42 Acres

Description 2
Approximately 0.23 Acres



- Description (1)
- Description (2) - Lift Station
- Description (3) - Access Road
- Description (4) - Lift Station
- Point of Beginning



SCALE _____ SHEET NUMBER

Varies

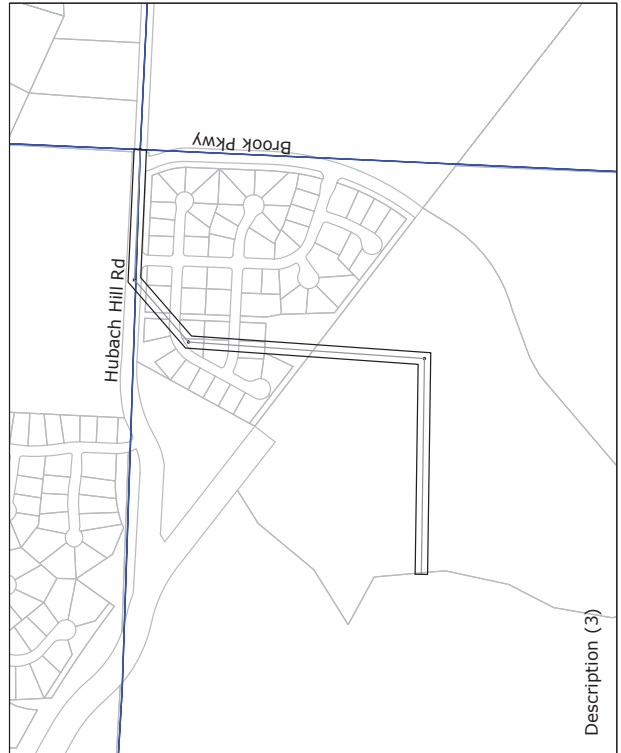
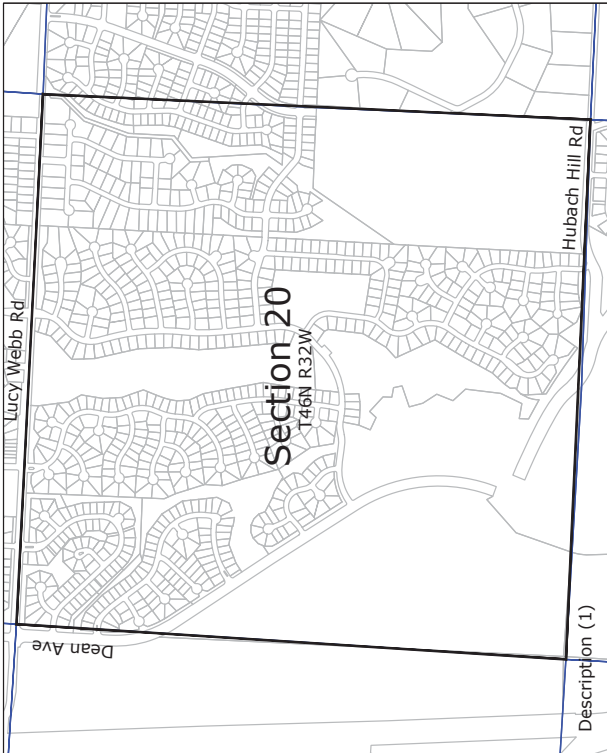
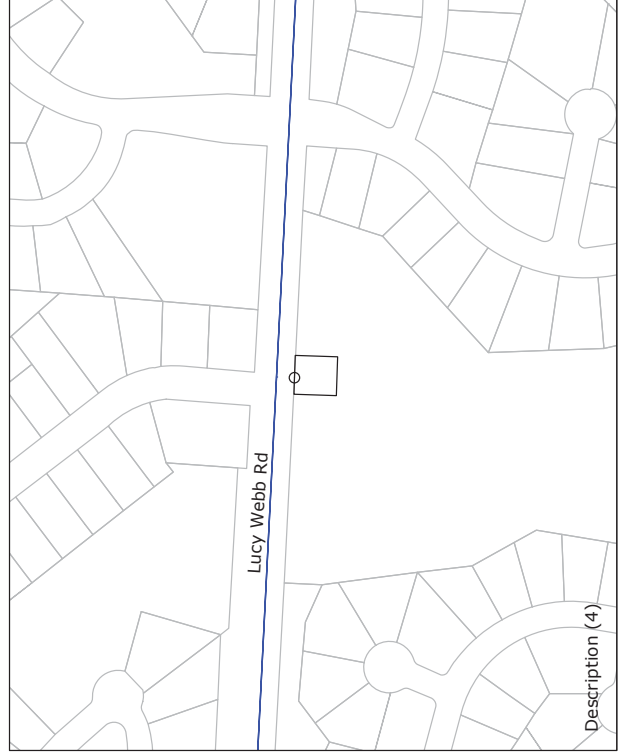
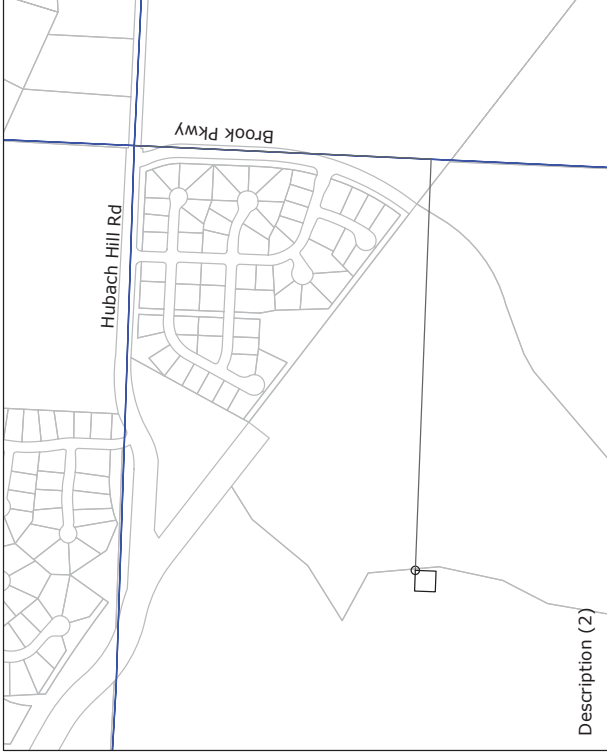
PLOT DATE

8/30/2018

FILE NAME

eamst81367.dwg

1 of 1





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 10, 2019

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3452 - Budget Amendment - Meter Conversion Project

STRATEGIC PLAN GOAL/STRATEGY

Goal 4.1.2 Optimize the use of technology to improve services, efficiency and production

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: Budget Amendment total amount \$700,000
Amount Budgeted:
Funding Source/Account#: Water Connection Fund (52)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Staff is recommending a budget amendment in the amount of \$700,000 for the purchase of the additional equipment necessary for the water meter conversion project.

This amendment will allocate funds in Fund 52 Water Connection Fee to the FY 2019 Capitol Budget to provide additional materials, equipment and labor for this citywide project.

BILL 3452

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2019 CAPITAL BUDGET TO PROVIDE ADDITIONAL FUNDING SUPPORT FOR THE METER CONVERSION PROJECT. "

WHEREAS, additional funding is necessary to remaining equipment for this project; and

WHEREAS, a budget amendment to Fiscal Year 2019 capital budget is necessary to provide the additional funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The amount of \$700,000 is budgeted in the Water Connection Fee Fund (52) in the FY 2019 Capital Budget for additional funding in the Meter Conversion Project, City Project Number 19-261-202.

Section 2. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 10TH DAY OF JUNE, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JUNE, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Contract Change Order

Core & Main

Change Order # 1

Date: 05/10/19

Contract # 261-202 Meter Conversion Program
54-00-8440-0000
PO: 19-9278

To: Core & Main LP
11510 Strang Line Road
Olathe, KS 66062

As provided for in the contract documents of the above-designated contract, you are hereby ordered to make the following changes from the plans for that contract.

Description and reason for changes:

Additional meters and radios not included in original contract

Settlement for the cost of the above changes is to be made as follows:

This estimated change order will increase/decrease the contract amount by
There will be \$_____ remaining in the budget after this change order.

This contract change order shall not be binding until signed by the appropriate parties below.

Prepared by:
Melissa Paith

Date:

Reviewed by: Director of Public Works
Mike Krass

Date:

Reviewed by: City Manager
Jim Feuerborn

Date:

Date:

Receipt is acknowledged of this change order and its terms of settlement are hereby agreed to:

Accepted by: Core & Main

Name Printed: See Attached

Robert Bollin

Name Signed:

[Signature]

Date:

5/15/19

Date:

Reviewed by: Director of Finance
Lisa Williams

Date:

Description	Size	Quantity	Price Each	Total Price	Install Price Each	Total Install Price	Grand Total
Sensus iPerl Meters	1/2"	437	\$120.00	\$52,440.00	\$45.00	\$19,665.00	\$72,105.00
Sensus iPerl Meters	3/4"	1099	\$120.00	\$131,880.00	\$45.00	\$49,455.00	\$181,335.00
Sensus iPerl Meters	1"	12	\$165.00	\$1,980.00	\$50.00	\$600.00	\$2,580.00
520M Radios on these meters		1554	\$120.00	\$186,480.00		\$0.00	\$186,480.00
520M Radios Only (going on existing meters already in the ground)		982	\$120.00	\$117,840.00	\$33.50	\$32,897.00	\$150,737.00
Omni Meters	2"	6	\$1,215.00	\$7,290.00	\$295.00	\$1,770.00	\$9,060.00
Omni Meters	4"	4	\$2,695.00	\$10,780.00	\$595.00	\$2,380.00	\$13,160.00
Lids DFW12AFOX-1WA 12 inch Plastic Lock Down Lid with Large bolt		1532	\$34.95	\$53,543.40	\$6.50	\$9,958.00	\$63,501.40
Delete Omni Meters	3"	-4	\$1,545.00	-\$6,180.00	\$450.00	-\$1,800.00	-\$7,980.00
TOTAL				\$556,053.40		\$114,925.00	\$670,978.40

SUMMARY

Original Contract Price	\$1,261,575.00
Increase or Decrease by Previous Change Orders	\$0.00
Increase or Decrease by This Change Orders	\$670,978.40
Adjusted Contract Price	\$1,932,553.40

Total Project budget: _____



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: June 10, 2019

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

- | | | | |
|---|-------------------------------------|---------------------------------------|---|
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Presentation | <input type="checkbox"/> Public Hearing |
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Discussion | <input type="checkbox"/> Other | |

TITLE / ISSUE / REQUEST

Bill 3457 - T.B. Hanna Station Improvements, Station House Renovation

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.3.2: Develop programs & amenities that meet the needs of the community.

FINANCIAL IMPACT

Award To:	RL Phillips Construction Inc.
Amount of Request/Contract:	\$47,714
Amount Budgeted:	\$1,020,420
Funding Source/Account#:	2016 GO Bond / Fund 47 Park Sales Tax Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 2019	August 2019

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	May 28, 2019
Action/Vote:	5-1

LIST OF REFERENCE DOCUMENTS ATTACHED

Bill 3457
Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Several proposed updates are scheduled at T.B. Hanna Station as part of a comprehensive master plan funded through 2016 G.O. bond funding the Capital Budget.

Tonight, staff is recommending a contract with RL Phillips to renovate the post office building located at T.B. Hanna Station and convert it into a storage facility designed to look like a historic train depot building.

Bids for the T.B. Hanna Station House Renovation project were received on May 16. RL Phillips Construction was determined to be the lowest and best bidder.

Overall T.B. Hanna Station Project Financial Update:

Budget:	\$1,020,420
Consultant Fees:	(76,100)
Pump House/Restrooms:	(327,342)
Station House: -	(46,714)
Balance:	\$570,264

BILL 3457

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR \$46,714 WITH RL PHILLIPS CONSTRUCTION, INC. FOR THE RENOVATION OF THE OLD POST OFFICE BUILDING AS PART OF THE T.B. HANNA STATION IMPROVEMENTS.”

WHEREAS, T.B. Hanna Station is Raymore’s newest park and has funding in the amount of \$1,020,420 in GO bond and capital sales tax dollars designated for park improvements; and

WHEREAS, renovations and general improvements to the old post office building and surrounding area are included in the TB Hanna Station Improvements; and

WHEREAS, RL Phillips Construction Inc. has been determined to be the lowest and best bidder.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is directed to enter into a contract in the amount of \$46,714 with RL Phillips Construction Inc. for improvements at T.B. Hanna Station to renovate the old post office.

Section 2. The City Manager is authorized to execute the contract attached as Exhibit A for the City of Raymore.

Section 3. The City Manager is authorized to approve change orders for T.B. Hanna Station Improvements within established budget constraints.

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

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

DULY READ THE FIRST TIME THIS 10TH DAY OF JUNE, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JUNE, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

T.B. Hanna Station House Renovation

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 24th day of June, 2019, between R.L. Phillips Construction Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 16109 Kentucky Road, Belton, MO 64012, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of June 24, 2019 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 19-276-204 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within

the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 60 calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$46,714.00.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized

by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tools, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor to do the repairs. The

original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Raymore and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall

excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 25) if project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications.

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2016 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with the bid specifications.

ARTICLE XI REQUIRED SAFETY TRAINING

- A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees

who have not previously completed such safety training and are directly engaged in public improvement construction;

- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

(SEAL)

R.L. PHILLIPS CONSTRUCTION, INC.

By: _____

Title: _____
Project manager

Attest: _____
Julie A. Boyer

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

T.B. Hanna Station House Renovation

ANTICIPATED SCOPE OF SERVICES:

- 1. BACKGROUND:** Raymore's T.B. Hanna Station located at 214 South Washington St., Raymore, MO is Raymore's newest park with it's oldest historical relevance. The location in which the railroad ran through town as well as the former home of the Raymore municipal buildings, this three acre park is scheduled for many improvements including a playground, sprayground, renovation of the old post office facility, restrooms and a seasonal ice rink.
- 2. PROJECT SUMMARY:** This project is to remodel the post office building onsite into a storage building designed to look like a historic train depot building. All submissions will be evaluated and the City will select the best proposal based on budget constraints.
- 3. ANTICIPATED SCOPE OF SERVICES:**

A. Station House Remodel projects:

This project is a turn-key project. All details and specifics pertaining to individual sub-projects not listed below are in the architectural drawings.

- **Interior Work**
 - Demo interior woodwork, paneling and electrical outlets.
 - Demo A/C condensing unit and wall mounted heating system.
 - Demo previous shower connections to below slab and cap off.
 - Demo existing water spigot and copper pipe. Install new exterior frost proof hose bib on east elevation.
 - Install a wash bucket sink.
 - Structural Support - Install ridge beam and remove all ceiling joists to open up space.
- **Overhead Door**
 - Demo a portion of the east wall, add structural reinforcing and install overhead door.
- **Siding**
 - Remove and infill all doors and window openings on the north and south side of the building.

- West facade - Remove and infill window, maintain existing egress door.
- Install wood batten siding.
- **Lighting**
 - Install interior ceiling lights to the new ridge beam wired with a 3 way switch near both doors.
 - Install electrical outlet.
- **Deck**
 - West side deck - remove the current deck, wood storage box and surrounding debris. Grade ground beneath deck to a level surface.
- **Roof**
 - Demo asphalt shingles and install a new metal standing roof.
 - Roof should be similar to the red roof installed on the adjacent "depot" shelter.
 - Install new gutters.

Not under contract: Site work to be completed by others including demo of sidewalk, burying of overhead power supply connection, new pavement and seeding operations.

4. SPECIFICATIONS WHICH APPLY

- A. Project Special Specifications
- B. City of Raymore Standard Contract Documents and Technical Specifications for Utility and Street Construction
- C. KC Metro APWA Standards and Specifications

5. GENERAL TERMS/REQUIREMENTS:

- A. Contractor and/or its sub-contractors will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
- B. Contractor will be responsible for providing personnel, equipment, materials, sub-contractors, professional services, and other items required to provide the foregoing at his expense.
- C. Site Restoration / Protection
 - 1. Contractor will take any means necessary to protect the trails and pedestrian walkways within or near the project area. Any damage shall be repaired or replaced to equal or better condition.
- D. Mobilization, Bonds, and Insurance: Mobilization shall be included as a lump sum bid for mobilization in the contract bid documents, and to establish a uniform method of payment based on the amount of work

completed. The following table shall be used to establish the payment distribution for this item:

Payment Percentage	Percentage of Original Contract Completed
25%	5%
50%	10%
75%	25%
100%	50%

6. PROJECT MANAGER

The Director of Parks and Recreation or his/her designee shall be the Project Manager for this project

7. PROJECT AWARD:

Project Award: Award of the project will be made based upon the lowest best and most responsive proposal received with all qualifications as required in General Conditions. The contractor shall take special consideration of the "Information for Bidder" section of the project contract documents.

The City of Raymore reserves the right to increase, reduce or delete any bid items after award of the contract. No Adjustment will be made to the unit prices bid on the contract for any items because of increase, reduction or deletion.

8. PROJECT COMPLETION AND SCHEDULE

All work shall be completed within **60** Calendar Days from the date of the *Notice to Proceed*.

The contractor must work with the owner to create a work schedule accommodating any programs, leagues or tournaments held at Recreation Park. All construction/installation must work around any programs, leagues or tournaments. It is the desire of the City to have the new lighting system fully functional prior to the 2019 Youth Baseball/Softball season.

9. MEASUREMENT

It is the intent of the proposal that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all the materials, equipment, supplies, and appurtenances, and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the bid. No item or work that is required by the contract documents for the proper and successful completion of the contract will be paid for outside of or in addition to the prices submitted in the bid. All work not specially set forth in the proposal as a pay

item shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

This is a unit price contract. Partial payment will be made at monthly intervals based on the work completed during the period. A 5% retainage will be held per invoice submitted and will be paid in whole upon City Council acceptance of the project.

Vendors are encouraged to measure all work and job site areas to ensure accuracy and totals. Measurements listed within the scope are approximate and provided only for reference.

10. **ADDITIONAL BIDDING INFORMATION**

10.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 19-276-204

Appendix B
General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Parks and Recreation Director or their authorized representative(s) in consultation with the Finance Director. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Parks and Recreation Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of July, 2019.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

\$1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Rented Premises
\$ 5,000 Medical Expense Limit
\$1,000,000 Personal and Advertising Injury
\$2,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit
\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed

in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 25 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoices shall be based on the following schedule:

At completion of work – 95% of the contract amount with 5% held for retainage – the 5% retainage will be held until acceptance of the project by the Raymore City council, at which time final payment will be made. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Raymore unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Bidder/Contractor shall provide complete cooperation during any such investigation.

Third party payment arrangements will not be accepted by the City.

H. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Bidder/Contractor. Any contract cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Contractor shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

The Bidder acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Bidder further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 25). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (section 290.250, RSMo).

Q. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

Certificate copies must be submitted with the RFP, if project utilizes any of the contractors listed herein; Class A & B Contractors, Electricians, Plumbers and Mechanical Contractors.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor's License from a reciprocating city; OR provide proof of a Bachelor's degree in Structural Engineering, Architecture or Construction Science.

R. *Mobilization, Bonds and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%
25%	75%
50%	100%

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in an amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

T. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt

or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Payment Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

V. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or

sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

W. Rejection of Bids

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

X. Release of Information

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

Y. American Products

Pursuant to RSMo 34.353 for Contracts over \$25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
 - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,
 - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.

3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

Z. Affidavit of Work Authorization and Documentation

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

















PROPOSAL FORM A
RFP 19-276-204

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) JAYSON PERRY having authority to act on behalf of (Company name) R.L. PHILLIPS CONSTRUCTION, INC. do hereby acknowledge that (Company name) R.L. PHILLIPS CONSTRUCTION, INC. will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: R.L. PHILLIPS CONSTRUCTION, INC.


ADDRESS: 16109 KENTUCKY ROAD
Street

ADDRESS: BELTON MO 64012
City State Zip

PHONE: 816-322-6461

E-MAIL: jperry.rlp@gmail.com

DATE: 5-15-19
(Month-Day-Year)


Signature of Officer/Title PROJECT MANAGER

DATE: _____
(Month-Day-Year)

Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- MBE (Minority Owned Enterprise)
- WBE (Women Owned Enterprise)
- Small Business

PROPOSAL FORM B
RFP 19-276-204

CONTRACTOR DISCLOSURES

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No X
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No X
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No X
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No X
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No X
6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No X
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No X
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No X

**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No X

10. Has the Firm been the subject to any bankruptcy proceeding?
Yes No

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

Yes No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

Yes No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interest with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.

6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.
7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
 RFP 19-276-204

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person/Email
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	MENARDS
ADDRESS	800 MARKEY PKWY, BELTON MO
CONTACT PERSON	MATT
CONTACT EMAIL	
TELEPHONE NUMBER	816-318-9459
PROJECT, AMOUNT AND DATE COMPLETED	REMODEL MARCH 2019

COMPANY NAME	COMMUNITY BANK OF RAYMORE
ADDRESS	80 ^W FOXWOOD DRIVE RAYMORE, MO.
CONTACT PERSON	ANDY COOPER
CONTACT EMAIL	ACOOPER@CBONLINE.NET
TELEPHONE NUMBER	816-265-6966
PROJECT, AMOUNT AND DATE COMPLETED	801 WESTCHESTER - HARRISONVILLE MARCH 2018 DEMO-CONCRETE-REDO

COMPANY NAME	COMMUNITY BANK OF PLEASANT HILL
ADDRESS	PO BOX 30, PLEASANT HILL, MO 64080
CONTACT PERSON	LISA NICHOLSON
CONTACT EMAIL	
TELEPHONE NUMBER	816-540-2525
PROJECT, AMOUNT AND DATE COMPLETED	PATIO - REMODEL OCT. 2018

COMPANY NAME	COMMUNITY BANK OF RAYMORE
ADDRESS	801 W FOXWOOD DRIVE, RAYMORE, MO
CONTACT PERSON	ANDY COOPER
CONTACT EMAIL	ACOOPER@CBONLINE.NET
TELEPHONE NUMBER	816-265-6966
PROJECT, AMOUNT AND DATE COMPLETED	801 WESTCHESTER - TENANT FINISH

COMPANY NAME	CITY OF RAYMORE
ADDRESS	100 MUNICIPAL CIRCLE RAYMORE, MO.
CONTACT PERSON	CHIEF JAN ZIMMERMAN
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	PD SQUAD ROOM REMODEL JUNE 2018

State the number of Years in Business: 24

State the current number of personnel on staff: 5

PROPOSAL FORM D

RFP 19-276-204

Proposal of R.L. PHILLIPS CONSTRUCTION, INC., organized and
(Company Name)
existing under the laws of the State of MISSOURI, doing business
as A CORPORATION (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 19-276-204 - T.B. Hanna Station House Renovation.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 2, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

***REVISED* BID PROPOSAL FORM E - Project No. 19-276-204**

T.B. Hanna Station House Renovation

Base Bid

Bid Items	Total
Mobilization, Bonds and Insurance - not to exceed 5%	\$ 1,475.00
Interior Work	\$ 24,539.00
Overhead Door	\$ 3,200.00
Siding	\$ 7,900.00
Electrical/Lighting	\$ 3,000.00
Roof	\$ 6,600.00
TOTAL BASE BID	\$46,714.00

Total Base Bid for Project Number: 19-276-204

\$ 46,714.00

In blank above insert numbers for the sum of the bid.

(\$ Forty-six thousand seven hundred fourteen dollars and zero cents

In blank above write out the sum of the bid.

***REVISED* BID PROPOSAL FORM E - RFP 19-276-204
CONTINUED**

Company Name R.L. PHILLIPS CONSTRUCTION, INC.

By [Signature]
Authorized Person's Signature

JAYSON PERRY - PROJECT MANAGER
Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Addendum No.

Addendum No.

Addendum No.

Addendum No.

Company Address

PO Box 74
RAYMORE, MO 64083

Phone 816-322-6461

Fax 816-322-6498

Email jperry.rlp@gmail.com

Date 5/15/19

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

100 Municipal Circle · Raymore, MO. 64083
Phone · 816-892-3045 · Fax · 816-892-3093

RAYMORE
come home to

ADDENDUM NO. 1

T.B. Hanna Station House Reno
Project #19-276-204

All plan holders are hereby notified and agree by signature below, that the proposal includes consideration of the following changes, amendments, and/or clarifications and costs associated with these changes and are included in the proposal.

Addendum No. 1 - Clarification.

1. Drawings (Refer to attached drawings for revised language):

1. (Revised) Occupancy Type is S2.
(Revised) G00 - Project Overview - Delete 'STAINING EXTERIOR DECK'
(Revised) D100 - Note 14 - EXISTING DECK - NO WORK
(Revised) A100 - Note 11 - EXISTING DECK - NO WORK
2. (Revised) D100 - Note 7
3. (Revised) D100 - Note 23
4. (Revised) A100 - Note 3
5. (Revised) A100 - Note 4
6. (Revised) A100 - Note 15
7. (Revised) A100 - Note 16
8. (Revised) A100 - Note 18
9. (Revised) A100 - Note 20
10. (ADD) S100 - Note 9 - INSTALL SIMPSON SDWC SCREWS BETWEEN ALL ROOF FRAMING MEMBERS (RAFTERS TO TOP PLATE AND RAFTERS TO BEAM).
11. (ADD) S100 - PROVIDE FULL SISTER OR REPLACEMENT OF DAMAGED RAFTER, IN KIND.
12. (ADD) Sheets PE001, PE002, PE100

2. (Remove): Appendix A; Anticipated Scope of Services, Section 3 Anticipated Scope of Services; Deck.

"West side deck - remove the current deck, wood storage box and surrounding debris. Grade ground beneath deck to a level surface."

3. Revised Bid Proposal Form E: Attached.

4. Companies attending Pre-Bids:

Infinity Group LLC
Haren Contracting
RL Phillips

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after May 13th, 2019 at 5 p.m.

I hereby certify that the above have been considered and associated costs have been included in this bid.

Company Name: R. L. PHILLIPS CONSTRUCTION, INC.

By: 

Title: PROJECT MANAGER

Address: PO Box 71

City, State, Zip: KAYMORE, MD 64083

Date: 5/15/19 Phone: 816-322-6461

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

CITY OF RAYMORE

100 Municipal Circle · Raymore, MO, 64083
Phone · 816-892-3045 · Fax · 816-892-3093

RAYMORE
come home to

ADDENDUM NO. 2

T.B. Hanna Station House Reno
Project #19-276-204

All plan holders are hereby notified and agree by signature below, that the proposal includes consideration of the following changes, amendments, and/or clarifications and costs associated with these changes and are included in the proposal.

Addendum No. 2 - Question

1. On Page 14 of the RFP it says; Not Under Contract: Site work to be completed by others including demo of sidewalk, burying of overhead power supply connection, new pavement, and seeding. And then on the drawings D100 Keynote: 13. Existing overhead service lateral to be replaced with underground lateral. Provide 3 #1, 1 ¼" c to existing utility pole. So will another contractor remove and bury power service or is this part of the scope of work?

Answer: DELETE Note 13 on D100. This scope is under site work contractors scope

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after May 13th, 2019 at 5 p.m.

I hereby certify that the above have been considered and associated costs have been included in this bid.

Company Name: R. L. PHILLIPS CONSTRUCTION

By: [Signature]

Title: PROJECT MANAGER

Address: PO Box 71

City, State, Zip: RAYMORE, MO 64083

Date: 5/15/19 Phone: 816-322-6461

Signature of Bidder: [Signature]

ADDENDUM MUST BE SUBMITTED WITH BID

AFFIDAVIT

(As required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority personally appeared JAYSON PERRY, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: JAYSON PERRY - PROJECT MANAGER

Company: R.L. PHILLIPS CONSTRUCTION, INC.

Address: 16109 KENTUCKY ROAD, BELTON, MO 64012

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 19-276-204.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

R.L. PHILLIPS CONSTRUCTION, INC.
Company Name

[Signature]
Signature

Name: JAYSON PERRY

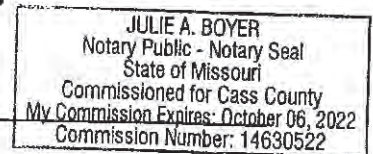
Title: PROJECT MANAGER

STATE OF MISSOURI COUNTY OF CASS

Subscribed and sworn to before me this 15th day of MAY, 2019.

Notary Public: Julie A. Boyer

My Commission Expires: 10/6/22 Commission # _____



PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division.

Company ID Number: 327854

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and R.L. Phillips Construction, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 327854

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer: **R.L. Phillips Construction, Inc.**

Randy Phillips

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/17/2010

Date

Department of Homeland Security -- Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/17/2010

Date



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: June 10, 2019

SUBMITTED BY: Jan Zimmerman

DEPARTMENT: Police

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3460 - An agreement for SRO services with the Raymore-Peculiar School District

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.1 - Set the standard for a safe and secure community

FINANCIAL IMPACT

Award To: Raymore-Peculiar School District/City of Raymore
Amount of Request/Contract: \$262/Day or \$131/Half Day for a maximum of 212 days
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 1, 2019	June 20, 2020

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Raymore-Peculiar School Board
Date: May 23, 2019
Action/Vote: Approved

LIST OF REFERENCE DOCUMENTS ATTACHED

Raymore-Peculiar School District Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

On July 25, 2016, the Raymore City Council approved Bill 3192, an agreement between the City of Raymore and the Raymore-Peculiar School District to provide law enforcement services through the School Resource Officer Program for schools in Raymore and the East Middle School.

Since the inception of the program in 2016, the outstanding relationship between the District and the City has been further strengthened as a direct result of the efforts of the assigned officer. As such, the School District has proposed a continuation of the contract between the City of Raymore and the Raymore-Peculiar School District. The attached agreement mirrors the provisions of last year's contract.

The benefits of this relationship have been significant and will continue with renewal of this contract.

BILL 3460

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT WITH THE RAYMORE-PECULIAR SCHOOL DISTRICT TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES FOR SCHOOLS IN RAYMORE AND THE EAST MIDDLE SCHOOL.”

WHEREAS, Article R-VI, Section 16 of the Constitution of Missouri provides that any municipality or political subdivision of the State may cooperate under contract to provide a common service as provided by law; and

WHEREAS, the Raymore-Peculiar School District has expressed a desire to continue the public safety presence within the district through a contract and payment for the assignment of a Raymore Police Officer in schools located in Raymore and the East Middle School.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The Mayor is hereby directed and authorized to enter into an agreement between the Raymore-Peculiar School District and the City of Raymore to provide School Resource Officer services.

Section 2. The Mayor is hereby authorized to execute the agreement document attached as Exhibit A.

Section 3. Effective date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation of the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 10TH DAY OF JUNE, 2019.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED
AND ADOPTED THE 24TH DAY OF JUNE, 2019, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Raymore-Peculiar School District

21005 S. School Rd., Peculiar, MO 64078 • Phone: 816-892-1300 • Fax: 816-892-1380

School Resource Officer AGREEMENT

This Agreement is entered into this 1st day of July, 2019, by and between the City of Raymore, a public entity, hereinafter referred to as "City" and Raymore-Peculiar R-II School District, a political subdivision of the State of Missouri, hereinafter referred to as "District."

WITNESSETH

For, and in consideration of, the mutual promises, terms, and covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose of Agreement – The purpose of the Agreement is for the City to assign a police officer to provide law enforcement services, through the School Resource Officer (SRO) program, as specified herein. The School Resource Officer will have additional duties outside of the District involving School/Youth/Community Outreach not specified in this agreement. Those duties will be determined in cooperation with the Assistant Superintendent of Administrative Services and the Raymore Chief of Police.

One (1) police officer, hereinafter referred to as the "officer" will serve the Raymore-Peculiar School District facilities and properties in the northern portion of the Raymore-Peculiar School District within the city limits of Raymore and at the East Middle School, but will provide support to all District facilities through the appropriate mutual aid agreements with other jurisdictions.

The officer will work with school district personnel in providing education on topics that include, but not limited to: alcohol/drug education and support, anti-bullying/cyber-bullying, community/school safety, safe driving and teen dating violence. This officer is responsible for maintaining a safe campus environment, serving as a law enforcement problem-solving resource, and providing the appropriate response regarding on-campus or school related criminal activity.

2. Term – The term of the Agreement shall be from July 1, 2019 through June 30, 2020 as outlined in the attached SRO calendar, provided the term may be mutually extended by the parties as they deem necessary to satisfy attendance requirements that may have been affected by inclement weather, or other factors. During days the officer is not on duty with the School District, the officer may perform community outreach duties as determined by the Chief of Police. In the event of a city-wide emergency, the officer may be removed from the school to perform police duties at the direction of the Chief of Police, or a designee.
(See attached calendar)
3. Termination – The Agreement may be terminated without cause by either party upon 30 days prior written notification.
4. Relationship of Parties – The City and the assigned officer shall have the status of an independent contractor for purposes of the Agreement. The officer assigned to the District shall be considered an employee of the City, selected by and under the command and supervision of the Police Department. The assigned officer will be subject

to current procedures in effect for the City of Raymore police officers, including attendance at all mandated training and testing to maintain state law enforcement certification. The Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties agree that no person supplied by the District to accomplish the goals of the Agreement is considered to be a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Consideration – In consideration of the assignment of one (1) police officer to work in the District as provided herein, the District agrees to pay the City \$262.00 per day (8 hour day) for each full day the police officer works for the District or \$131.00 per half day (4 hour day) for a maximum of 212 full work days or combination thereof whenever school is in session. The District will not be responsible for payment of overtime, unless it is requested by the District and mutually agreed upon with the Police Department. Any school district assignment of the officer requiring overtime pay shall be reimbursed to the City at the overtime rate according to City payroll regulations. The officer's weekly District schedule will be assigned by the Assistant Superintendent of Administrative Services in cooperation with the Raymore Chief of Police, or a designee. The Assistant Superintendent of Administrative Services and the Chief of Police will meet at regular intervals to ensure that any issues and/or concerns are addressed in a timely manner.

The officer may be asked to attend afternoon or evening events in lieu of regular day duty. Each party will maintain a budget for expenditures under the Agreement. Payment from District to City is due upon District's receipt of an itemized statement of cost from the City. The City will invoice the District monthly based upon number of days (full or half as defined above) worked in each particular month. The officer shall submit a monthly timesheet through the chain of command to the Chief of Police, who will approve and forward to the District's Assistant Superintendent of Administrative Services showing the number of days worked and any pre-approved overtime prior to payment being made from the District to the City. The City will provide an official police vehicle and fuel for the assigned officer and cover the costs of police officer training consistent with City policies and procedures. Use of department vehicle must be consistent with Police Department policy at all times.

6. Officer Responsibilities – The officer assigned to the District shall:
 - a. Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol, and other drug related issues, and in addressing violence diffusion, violence prevention, anti-bullying, cyber-bullying, seatbelt education, texting and distracted driving, and other safety issues in the school community;
 - b. Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the officer;
 - c. Provide informational in-service training and be a general resource for the staff on issues related to alcohol and other drugs, violence prevention, gangs, safety and security;
 - d. The officer will gather information regarding problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students;
 - e. If/when a crime occurs, the officer will take the appropriate steps consistent with Missouri law enforcement police officer duties, and the Codes and policies of the City of Raymore;

- f. The officer will present educational programs to students, parents and/or school staff on topics agreed upon by the Police Department and the District;
- g. The officer will refer students and/or their families to the appropriate agencies for assistance when a need is determined and communication with the School Principal has occurred before doing so;
- h. Unless exigent circumstances prevent it, the officer will attempt to advise the Police Department, Assistant Superintendent of Administrative Services and the School Principal prior to taking law enforcement action, subject to the officer's duties under the law;
- i. The officer shall not act as school disciplinarian, nor make recommendations regarding school discipline. The officer may be used for regularly assigned supervision duties such as lunchroom, hall monitoring, bus supervision or other monitoring duties. If there is an unusual/temporary problem in any other area of the District, the officer may be used to assist District employees until the problem is solved through agreement between the District and Raymore Police Department.
- j. The officer will conduct safety and security assessments of the school facilities and make recommendations for improvement to the Assistant Superintendent of Administrative Services.
- k. The officer will maintain an activity log, attendance calendar and compile monthly safety and security data to be furnished on District approved forms and submitted to the Assistant Superintendent of Administrative Services.
- l. Incidents requiring police action that occur outside of Raymore City limits must be referred to the appropriate jurisdiction.

Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned officer of the City beyond the general duties that exist for law enforcement officers within the State of Missouri.

7. Time and Place of Performance – The City will endeavor to have an officer available for duty at the assigned school(s) each day indicated in advance on a mutually agreed upon schedule. The assigned officer's activities will be restricted to school grounds except for:
 - a. Follow-up home visits when needed as a result of school related student problems;
 - b. School related off-campus activities when police officer participation is requested by the Assistant Superintendent of Administrative Services and/or Principal and approved by the Police Chief;
 - c. In response to off-campus, but school related, criminal activity;
 - d. In response to emergency police activities.

The City may furnish a substitute officer on days when the assigned officer is absent due to illness or police department requirements in order to fulfill the number of days stipulated in this contract.

8. District Responsibilities – The District will provide the assigned officer an office and such equipment as is necessary at his/her assigned school. Equipment shall include a telephone, secured filing space and access to a computer.

Raymore-Peculiar R-II School District

By: *Kim Monson*
Superintendent of Schools

By: *Ruth Johnson*
President, Board of Education

Attested by: *Pamela Stue*
Secretary, Board of Education

City of Raymore, Missouri

By: _____
City Administrator

By: _____
Mayor

Attested by: _____
City Clerk

School Event Security Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING is entered into this 1st day of July, 2019, by and between the City of Raymore, Missouri, a public entity, hereinafter referred to as "City" and Raymore-Peculiar R-II School District, a political subdivision of the State of Missouri, hereinafter referred to as "District", collectively referred to as the "the Parties".

RECITALS:

The City and the District have a history of mutual cooperation in providing for the health, safety, and welfare of City's youth.

The City and the District currently are parties to a School Resource Officer Agreement whereby City Police Officers provide educational and support services to the District in the spirit of continued cooperation.

The City and the District are desirous to extend the cooperation between the Parties such that City Police Officers will provide security and order at after school events.

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

1. Security and safety duties, of the kind performed by City Police Officers in their normal course of duty, at events sponsored or sanctioned by the District, but for which attendance is not compulsory for the majority of the student body, typically falling outside the hours of 7:00 a.m. – 3:30 p.m., hereinafter referred to as "after-hours events," shall be pre-approved overtime for City Police Officers subject to the School Resource Officer Agreement upon 48 hours' actual notice to the City;
2. Nothing in this Memorandum of Understanding shall be construed as evidence that City Police Officers staffing after-hours events are employees of the District, independent contractors, or anything other than City Police Officers performing their normal course of duty;
3. If, due to conflict with other duties or scheduling, the City Police Officers subject to the School Resource Officer Agreement are unavailable to staff after-hours events, the City and District may agree upon substitute officers to staff after-hours events for security and safety purposes;
4. Upon agreement of the Parties, additional City Police Officers may staff a given after-hours event subject to the terms of the Memorandum;
5. City Police Officers staffing after-hours events shall be paid their applicable overtime rates by the City;
6. The City will invoice the District for time spent by its Police Officers at such after-hours events monthly;
7. Any City Police Officer performing services to the District at after-hours events shall submit a monthly timesheet through the chain of command to the Chief of Police, who will approve and forward said timesheets to the District's Assistant Superintendent of Administrative Services showing the hours worked by the Officer;
8. The Parties shall communicate regularly and endeavor in good faith to resolve any unforeseen issues or problems as they arise;

9. The City shall provide the District with a list, which shall be revised from time to time as is necessary, of officers available and willing to staff after-hours events and each officer's corresponding applicable overtime rates;
10. This Memorandum of Understanding shall be effective from the date of execution through June 30, 2020, provided the term may be mutually extended by the Parties as they deem necessary upon completion of a signed writing by the Parties;
11. This Memorandum of Understanding may be terminated without cause by either party upon 30 days' prior written notification;
12. Any disputes arising under this Memorandum of Understanding shall be governed by applicable Missouri Law;

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as indicated.

CITY OF RAYMORE

RAYMORE-PECULIAR R-II SCHOOL DISTRICT

By: _____

By: Ruth Johnson

Name: _____

Name: Ruth Johnson

Title: _____

Title: School Board President



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 10, 2019

SUBMITTED BY: Jim Mayberry

DEPARTMENT: Information Technology

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3461 - Centerview Video Production and Outdoor Speakers

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.3.2: Develop programs & amenities that meet the needs of the community.

FINANCIAL IMPACT

Award To:	KC Audio Visual
Amount of Request/Contract:	\$50,675.96
Amount Budgeted:	\$58,000
Funding Source/Account#:	450084400000 Project #331-701

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
07/15/2019	07/26/2019

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project involves the purchase and installation of the Centerview A/V Production System/Outdoor Speakers.

Accordingly, staff issued RFP 19-331-701 calling for proposals for installation of an A/V Production System/Outdoor Speakers for Centerview. Six Request for Proposals bid packets were requested. One completed Request for Proposal was submitted.

Kansas City Audio Video \$50,675.96

Staff reviewed the prices submitted by Kansas City Audio Visual in the amount of \$50,675.96 and the bidder is shown to be responsible through reference and background checks.

Staff recommends award of contract to Kansas City Audio Visual as the best and most responsive bid received.

BILL 3461

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KANSAS CITY AUDIO VISUAL FOR THE PURCHASE AND INSTALLATION OF AN A/V PRODUCTION SYSTEM AND OUTDOOR SPEAKERS FOR CENTERVIEW IN THE AMOUNT OF \$50,675.96 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, in accordance with the City of Raymore Purchasing policy City staff issued Request for Proposal 19-331-701 calling for the purchase and installation of an AV production system/outdoor speakers for Centerview; and

WHEREAS, City staff recommends the purchase and installation with Kansas City Audio Visual.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is hereby directed and authorized to enter into an agreement with Kansas City Audio Visual for the purchase and installation of the AV production system/outdoor speakers for Centerview.

Section 2. This Ordinance shall become effective on and after the date of passage and approval.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 10TH DAY OF JUNE, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JUNE, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

CENTERVIEW VIDEO PRODUCTION SYSTEM/OUTDOOR SPEAKERS

Agreement made this 24th day of June, 2019, between Kansas City Audio Visual, an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 24570, 7535 Troost, Kansas City, MO 64131, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of June 24th, 2019 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 19-331-701 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **60** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$50,675.96.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tools, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Raymore and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used on site will

meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 25) if project is \$75,000 and up. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications.

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2016 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with the bid specifications.

ARTICLE XI REQUIRED SAFETY TRAINING

- A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;
- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security - Verification Division.

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By:

Jim Feuerborn, City Manager

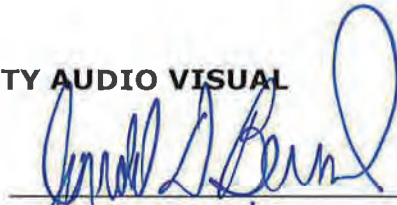
Attest:

Jean Woerner, City Clerk

(SEAL)

KANSAS CITY AUDIO VISUAL

By:



President

Title:

Attest:



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: June 17, 2019

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3465 - Award of Contract for Solid Waste Services

STRATEGIC PLAN GOAL/STRATEGY

4.1 Provide Exceptional Service

FINANCIAL IMPACT

Award To: Constable Sanitation
Amount of Request/Contract: Trash: \$12.95 per month // Recycling: \$5.20 per month
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 15,2019	July 1, 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
RFP 19-006
Constable Sanitation Proposal

REVIEWED BY:

Jim Feuerborn

Background/Justification

In May, the City Council voted to cancel the current solid waste contract with Jim's Disposal, effective July 14, and directed staff to issue a Request for Proposals (RFP) to have a new solid waste vendor in place by July 15.

Staff issued RFP 19-006 that outlined the requirements for citywide trash, recycling, bulky item and yard waste services. Seven companies requested information regarding the RFP and four submitted full proposals/bids. These proposals included a base rate for trash service only and a rate for additional recycling (if the resident chose to continue recycling).

The companies who submitted proposals and the trash/recycling rates were:

	Trash	Recycling
Constable Sanitation	\$12.95	\$5.20
K.C. Disposal	\$12.17	\$2.80
WCA	\$13.35	\$4.75
Republic Services	\$17.75	\$8.50

Staff interviewed three of the RFP respondents and is recommending Constable Sanitation based on the following elements of the proposal.

-Solid Waste -

Constable Sanitation is offering to continue to pickup an unlimited amount of solid waste. Because crews will be primarily using the automatic loading trucks, trash will need to be placed in the trash cart. However, residents can request additional carts as needed from the city. The charge for these carts will be added to the bill for \$0.75 per month each cart. Additionally, Constable recognizes that residents may have some weeks where solid waste may not fit in the cart (such as the holidays, for example). Because of this, residents will be allowed to place up to four additional bags outside of their regular carts at any time for pick up.

WCA and K.C. Disposal both proposed charging an extra fee per cart to empty additional carts placed at the curb of \$5.00 per tip.

-Recycling -

There is no change from current unlimited recycling service. However, all recycling now needs to be in a cart. Residents can also request additional recycling carts for weekly use from the city for \$0.75 per month each cart. Like solid waste there is no additional tipping fee for additional carts. WCA required a tipping fee of \$5.00 per tip. K.C. Disposal was unlimited tipping.

-Yard Waste-

Yard waste will continue to be unlimited and can be placed at the curb year-round. The same yard waste rules apply (only grass clippings, leaves, vines, hedges, and shrub trimmings, tree trimmings and tree limbs). Yard waste should either be

placed in a biodegradable sack or limbs in bundles not to exceed 3' in length and 18" in diameter.

-Bulky Items-

Residents can place one bulky item at the curb the first trash day of each month for free. Additional bulky items can be scheduled for pickup for a fee. See the attached fee schedule for specific items. These fall under the title of "Special Pickups".

-Pickup Days -

As part of its proposal, Constable Sanitation provided an in-depth analysis of neighborhoods and estimates on possible tonnages and how long it would take for crews to fully run the routes. Constable is proposing five days of pickup throughout the City. The attached reasoning and explanation provides insight into how Constable is prepared to best serve our residents.

-Carts-

In May, the City Council directed staff to begin purchasing solid waste and recycling carts for all residents from the Building and Equipment Replacement Fund. The carts come with a 15-year warranty for any damage or replacement necessary and will allow the City more flexibility if there is a need to change vendors or bring additional help as we grow. There will be a monthly charge of \$1.50 included in the monthly solid waste fee each month. Once the Building and Equipment Replacement Fund has been paid back for the carts, the fee will be at least in part removed from the customer's bill. (A small amount will be recommended to remain for future maintenance and necessary cart purchases due to growth)

-Price Breakdown-

The fee for solid waste and carts could vary depending on whether residents decide to continue recycling and how many carts a resident requests. The following could be reflected on a resident's monthly utility bill if a resident chooses:

Trash Only (one or two trash carts) \$14.45
Trash & Recycling (one cart for each) \$19.65

Additional trash and/or recycling carts can be requested for 75-cents per cart.

-Other-

Constable's recognized holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Holidays move the remaining week's trash days back one day.

Staff plans to work extensively with Constable and its staff to coordinate marketing, communications and customer service efforts. Many elements of the communications plan were already included in the attached proposal.

BILL 3465

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CONSTABLE SANITATION TO PROVIDE WASTE DISPOSAL SERVICES FOR THE CITY OF RAYMORE, IN ACCORDANCE WITH THE REQUEST FOR PROPOSAL SUBMITTED FOR RFP 19-006.

WHEREAS, the City Council finds that the provision of solid waste disposal services to residents of the City of Raymore is prudent, necessary and in the best interest of the public health, safety and welfare; and

WHEREAS, to provide quality solid waste disposal service for residents at an economically competitive rate, the City has issued a Request for Proposals identified as RFP 19-006; and

WHEREAS, Constable Sanitation, an entity organized and existing under the laws of the State of Missouri, submitted a complete proposal under RFP 19-006, which has been determined will provide the desired quality and economically competitive rates for the solid waste services sought; and

WHEREAS, Constable Sanitation, has been determined to be the lowest, best responsive bidder for the requested solid waste services under RFP 19-006; and

WHEREAS, City staff negotiated the terms of the proposed contract with Constable Sanitation, specifically as it relates to the needs of the City of Raymore and for which approval is herein sought; and

WHEREAS, the charges for the solid waste services as billed to the City by Constable Sanitation and associated solid waste cart program will be the only charges to residents with no additional fees.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The Mayor is authorized to approve this Ordinance and the City Manager is directed to enter into a contract with Constable Sanitation for the provision of solid waste disposal services to the City of Raymore and its citizens.

Section 2. The City Manager and City Clerk are authorized to execute the contract attached as Exhibit A on behalf of the City of Raymore.

Section 3. The City Manager is authorized to approve payments, charges and billing services for the solid waste disposal services provided to the City of Raymore and its citizens.

Section 4. The City Manager is directed to work with representatives of Constable Sanitation in transitioning from the current solid waste disposal service provider to Constable Sanitation, in the weeks preceding the expiration of the current contract.

Section 5. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 17TH DAY OF JUNE, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JUNE, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CONTRACT FOR RESIDENTIAL WASTE COLLECTION

This Contract for Waste Collection Services, hereafter referred to as the **Contract**, is made this *25th* day of *June*, 2019, between *Constable Sanitation, Inc.*, an entity organized and existing under the laws of the State of *Missouri*, with its principal office located at *2050 SE Hamblen Rd., Lee's Summit, Missouri 64063*, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of *June 25th, 2019* and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposals RFP 19-006, the work as described in Appendix A of this contract, and the General Terms and Conditions in Appendix C, commonly referred to as General Terms and Conditions and according to the Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and to perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFP 19-006, including insurance and termination clauses as needed or required. The work as specified in Appendix A may commence upon scheduling and approval of the City.

The awarded Contractor shall agree to offer the prices and the terms and conditions offered herein to the City of Raymore, Missouri.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

This contract is effective as of June 25, 2019 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments. The City desires to enter into a contract for five (5) years. The work as

specified under this contract would begin July 15, 2019, and continue through July 15, 2024, unless cancelled by the City according to the provisions in Article VII of this agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents.

The City agrees to pay the Contractor as outlined below and subject to deductions provided for in Articles IV and VI.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows:

The City will monthly provide a list of addresses where services are to be performed. The Contractor will bill the City monthly based on the service list as provided by the City.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. The City will be the sole judge as to the sufficiency of the work performed by Contractor.

The City shall pay the Contractor within 30 days of receipt of invoice.

After the initial contract year, increases in charges imposed by the Contractor for the next year shall be controlled by the Consumer Price Index calculated according to the provisions of Appendix B. The City shall be notified by *April* 1st each year of any increases that may occur pursuant to the Consumer Price Index. If not notified of any proposed change in price, along with the calculations produced by the Consumer Price Index, by said date the price will remain unchanged for the next year.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix C.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing to the Missouri Department of Labor and Industrial Relations when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix C to the Contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tools, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created by the Contractor within the City.

Contractor will promptly (and within 7 days of receiving notice thereof) repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired (within 7 days of receiving notice thereof), the City will authorize the hiring of another Contractor or vendor with the necessary and applicable qualifications, to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor or vendor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of, or delay in performance of this agreement. The City and the Contractor shall agree upon any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement. In the event Contractor is unable to perform, the Contractor shall notify the City accordingly and shall cooperate with the City to establish alternative collection and disposal efforts, including but not limited to subcontractors or temporary assignment of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used within the jurisdictional boundaries of the City will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for their employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the Contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written agreement of the City which may be granted at the sole discretion of the City.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable Department of Transportation, federal, state, county, and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default(s) under the terms of this contract. Such notification may be made in writing, and delivered via certified mail, facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s), the City shall have the right to immediately cancel and/or terminate this agreement by giving the Contractor ninety (90) days written notice, and delivered via certified mail, facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) and the default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of an alternative contractor to perform the solid waste disposal services contemplated under this contract for up to ninety (90) days, for which Contractor may be held liable for such costs, In the event this agreement is terminated with cause, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing ninety (90) days written notice, by certified mail, facsimile or email to the Contractor. In the event that this agreement is terminated without cause, the City shall pay for all work completed through the effective date of cancellation.

Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver

and/or perform on all outstanding requirements of this agreement and orders issued prior to the effective date of cancellation.

Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of same to be performed by the Contractor of the term, covenant or condition, the city shall be entitled to invoke any remedy available to it under the Contract or by law despite any such forbearance or indulgence.

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as an acceptance of deficient or unsatisfactory services.

ARTICLE IX DEFAULT AND REMEDIES

In case of a dispute, the Contractor and the City may each agree to appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties. The arbitrator may allocate damages, costs, and reasonable attorneys fees between the parties.

A. If Contractor shall be in material default or breach of any material provision of this agreement, City may terminate this agreement pursuant to Article VIII, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor ninety (90) days written notice and opportunity to cure such default or breach.

B. If City shall be in material default or breach of any material provision of this Contract, the Contractor may terminate this contract or suspend Contractor's performance after giving City ninety(90) days written notice and opportunity to cure such default or breach.

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications.

Contractor shall comply with the "Customer Service Standards" as established by Appendix A item 16 of this agreement. Following correction, Contractor shall immediately inform the City representative of corrective action.

ARTICLE XI AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XII
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

(SEAL)

Constable Sanitation
Company Name

By: George Constable

Title: President

Attest: 

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Residential Waste Collection

CITY OF RAYMORE, MISSOURI

The solid waste collections service shall conform to all City of Raymore ordinances regarding solid waste, yard waste, and recyclables and the following specifications or better.

1. **Residential Dwelling Unit** – is defined as any single home, two family unit, four family unit, six family unit, all condominiums/townhomes up to six units per building, and all apartment complexes up to six units per building serviced with individual containers.
2. **Excluded Residential Dwelling Units** - Any residential dwelling unit within a community that has private streets, private street lights, total maintenance provided including street maintenance, cleaning, snow removal, yard maintenance, home exterior maintenance including painting and roof replacement, and sidewalk snow removal shall be excluded from this contract. At this time the City has identified the following communities/subdivisions which shall be considered Excluded Residential Dwelling Units. These communities are listed as follows:

Morningview subdivision
Foxwood Springs
Greenway Villas
Walnut Estates

An exact list of those addresses within these communities/subdivisions which shall be excluded will be agreed upon by the City and the Contractor prior to the beginning of services as outlined in this contract. This list may be expanded by ten (10) days written notice provided to Contractor by the City.

3. **Curb Collection** – The Contractor shall provide:
 - a. Solid waste and yard waste, collection and disposal service to all residential dwellings (including condominiums) within the corporate limits of the City, except as to the Excluded Residential Dwelling Units. There shall be once-a-week, year-round collection of solid waste and yard waste from the curb of the premises. On collection days all refuse containers shall be placed at a designated collection point. City shall work with Contractor to provide information and educational materials through City wide mailings and postings on social media as to the proper placement of refuse containers and acceptable forms of containers for solid waste and yard waste. The Contractor will not be required to collect refuse from the inside of the buildings. As listed above, the City has four (4) communities that shall be excluded from these services and shall not have charges assessed against the units within them. Contractor will have no responsibility for pickup within them.
 - b. Year-round single-stream commingled recyclable collection and disposal at a qualified recycling center on a subscription basis to any resident who has signed up for the service. On collection days all recycling containers

shall be placed at a designated collection point. City shall work with Contractor to provide information and educational materials through City wide mailings and postings on social media as to the proper placement of recycling containings. The Contractor will not be required to collect recycling from the inside of the buildings.

4. **House line Service to Hardship Customers** - Hardship Customers shall be defined as medically disabled or elderly residential customers as approved by the City. A list of Hardship Customers shall be provided by the City to the Contractor and updated at least monthly with notice to the Contractor as provided herein:
 - a. The Contractor shall collect once weekly from each Hardship Customer the solid waste and yard waste placed in front of the Hardship Customer's residence, anywhere between the residence and the street.
 - b. If a Hardship Customer has subscribed to the additional recycling service, the Contractor shall collect once weekly from each Hardship Customer the recycling placed in front of the Hardship Customer's residence, anywhere between the residence and the street.
 - c. Carts and containers of Hardship Customers shall be returned to the original point of placement in front of the Hardship Customer's residence by Contractor.
5. **Collection Vehicles** – Contractor and - if used - subcontractors shall furnish the necessary vehicles for the collection of solid waste, yard waste, and recyclables in non-leakable vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.
6. **GPS Service Availability** - Contractor shall utilize GPS technology to monitor truck location and vehicle stops on collection routes. Contractor shall supply the City with online access to the GPS service for monitoring.
7. **Definitions** – Whenever the terms "solid waste," "yard waste," or "recyclables" is used in these specifications, it shall be construed as follows:

Solid Waste: All semi-solid and solid waste derived from and used during the procurement, storage, processing, cooking and consumption of food materials of animals, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals. For those declining recycling services, items listed as recycling below may also be considered solid waste. Solid waste shall not include household hazardous waste such as wet paint, pesticides, strong cleaning agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, parts of trees, bushes and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension, and shape require more than one able-bodied person for removal.

Potential Recyclables means the following -

Containers:

- Aluminum and metal food cans
- Aluminum trays and foil
- Aseptic packaging and gable top containers (milk and juice cartons)
- Steel cans and tins

Plastics:

- PET soda, milk, water, and flavored beverage bottles (#1 clear and green plastic resin)
- HDPE detergent and fabric softener containers (#2 colored plastic resin)
- PVC narrow neck containers only (#3 plastic resin); examples include health and beauty aid products, household cleaners
- LDPE grocery containers (#4 plastic resin); examples include margarine tubs, frozen dessert cups, six and twelve pack rings)
- PP grocery containers (#5 plastic resin); examples include yogurt cups, narrow neck syrup and ketchup bottles
- #7 plastic resin grocery – narrow neck containers only

Paper:

- Newspaper, including inserts (remove plastic sleeve)
- Magazines, catalogues and telephone books
- Kraft (brown paper) bags
- Office, computer, notebook and gift wrap paper
- Chipboard (cereal, cake and food mix boxes, gift boxes, etc.)
- Carrier stock (soda and beer can carrying cases)
- Junk mail and envelopes
- Paperback books (does not include hardcover books)
- Cardboard (no waxed cardboard)
- Telephone Books

Yard waste: Yard waste includes grass clippings, leaves, vines, hedges and shrub trimmings, tree trimmings, and tree limbs. Residents may bundle limbs with twine or rope (bundle dimensions must not exceed 3-feet in length and 18-inches in diameter.) Yard waste does not include dirt or rocks.

Large Household Items: Contractor will provide collection and disposal of one Large Household Item per residential unit per month free of charge *on the residents first pickup day of the month*. Residents are *not required* to contact the Contractor in advance of the pick-up day to notify the Contractor of the Large Household Item pick-up. Any additional Large Household Items placed at the curb will be subject to an additional fee as outlined in the schedule attached under *this* Scope of Services and will be billed directly to the resident by the Contractor. Large household items mean those items other than normal household trash including, but not limited to: appliances, furniture, and any other items which cannot be safely and conveniently loaded into a solid waste transportation vehicle. Specifically excluded are concrete and bricks, vehicle parts, tires, abandoned cars and car parts, whole trees, and construction materials.

8. **Special Pick-Ups** – shall be defined as large household items as defined above and any other items that cannot be disposed of at landfills, **not including hazardous waste**. Property owner must schedule the pick-up with the Contractor with at least

48-hours notice, prior to pick-up. Contractor shall provide a contact name, phone number and email address. This information will be placed on the City website for residents to contact regarding said pick ups. Each pick-up of this type will be billed to the resident directly by the Contractor. Construction materials generated by building contractors or residents are not a part of this pick-up. Building contractors or residents would be expected to secure roll-off service independent of this contract for pick-up of construction materials.

9. **Christmas Tree Disposal** – The Contractor will be required to pick up Christmas trees at the curb during the month of January on the resident’s regular yard waste collection day.
10. **Holiday Schedule** – *The Contractors recognized holidays shall include New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Holidays move all days back one day for the remainder of the week, Friday pickup of Silver Lake will be on Saturday and missed pickups will be on Sunday.*
11. **Collection Routes** – The Contractor shall establish routes for the collection of solid waste, yard waste, and recyclables. The Contractor’s collection schedule and collection routes shall be filed with the City Manager, or their designee as provided in writing.
12. **Collection Times** – No collection shall be made before 7:00 a.m. or after 7:00 p.m., except by express authorization of the designee of the City. No regular collections shall be made from any type of premises on weekends. Saturdays and Sundays may be permitted for special pickup events, missed pickups from the regular pickup day, *and as makeup for holiday schedules.*
13. **Residential Containers**
 - a. The City will provide all residential units with one 95-gallon solid waste container (or an alternative 65-gallon container if requested). All solid waste will be required to fit in the container for collection and disposal *with the following exception. Residents may place up to 10 bags at the curb. The contractor understands that only 6 bags can fit into a 95 gallon cart and therefore residents may place up to 4 bags independent of a cart at the curb.* Residents may purchase additional City-supplied containers for solid waste disposal and the Contractor will be required to collect and dispose of solid waste in those additional containers *at no additional tipping charge.*
 - b. If a resident participates in the single-stream commingled recycling program, all recyclable shall be stored in a 65-gallon container supplied by the City. Residents may purchase additional City-supplied containers for recycling and the Contractor will be required to collect and dispose of recyclables in those additional containers *at no additional tipping charge. Unlike solid waste in '13(a)', all recycling must be placed in a container.*
 - c. Yard waste shall be stored in biodegradable paper bags supplied by the resident or bundled with twine or rope. *Unlimited yard waste pickup will be provided by the contractor.*
14. **Cleanliness** – In the collection of solid waste, yard waste, and recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be

placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck in residential areas except where small pickup trucks are utilized in certain areas of the City and need to dispose their loads into a larger vehicle. Any locations within the City where Contractor intends to transfer solid waste, recyclables or yard waste from small pickup trucks to larger vehicles must be pre-approved by the City, in writing. In addition, the Contractor will not be allowed to store containers of any kind in common areas or in the City right-of-way. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt to the satisfaction of the City.

15. **Contractor Report Daily** – The Contractor shall designate a supervisor for collection crews working within the City to assure the duties of such crews are completed per the contract between the City and the Contractor. On days of collection, at least once daily in the a.m. and a second time in the p.m., a responsible representative of the Contractor shall make a written report to the City designee to receive any complaints regarding said collection service. In addition, the supervisor must be accessible via a cell phone between the hours of 7:00 a.m. and 7:00 p.m. on days when collections are made in the City. The cellphone number shall be available to the City designee of the City for direct contact but not for use by the general public.
16. **Customer Service Standards** – All complaints received by the Contractor or the City before noon shall be resolved by 7:00 p.m. on the day the complaint was received by Contractor. All complaints received by Contractor after noon shall be resolved by noon the following day. If a pickup is missed and confirmed between the City and Contractor fails to resolve the complaint within the timeframes allowed, a penalty of \$150.00, for each unit missed, will be assessed and deducted from the Contractor's billing. The Contractor shall maintain a daily log of all complaints received and the time that the complaint was resolved. The Contractor shall provide a monthly report to the City, which will include copies of the daily reports of complaints and resolutions for the prior month.
 - a. The City will be the sole judge as to the sufficiency of the work performed by Contractor.
 - b. In the event of an emergency or failure by the Contractor to be able to adequately perform residential waste collection services, the Contractor shall immediately contact the City designee of the City. If a live voice-to-voice conversation is not possible, the Contractor shall contact the Police Department for the City. The Contractor shall follow the instructions of the City to ensure the public health, safety and welfare of the City.
17. **Customer Service Center** – The Contractor will operate and maintain a Customer Service Center with the following minimum standards; 1) open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, during such time, all calls must be answered by Customer Service Representatives; 2) during all other times, calls to the Customer Service Center will be received by an answering service or machine; 3) Those calls received by an answering service or machine must be returned before the close of business the same day or by noon the following day if received after 5 p.m - including calls received Friday evening/night and Saturday; 4) the Contractor shall implement procedures approved by the City whereby complaints can be received via

e-mail and website. Written confirmation of receipt or resolution will be provided to the resident by the close of business the same day or by noon the following day if received after 5 p.m. including Friday evening/night and Saturday.

18. **Insurance** – The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the City from any liability, claim, damage or cause of action which may be sustained by or asserted against the City, directly or indirectly, or in any manner arising out of the performance or failure or performance on the part of the Contractor, and shall cover each vehicle used in the work covered by this agreement. The General Terms and Conditions section in Appendix C of this contract outline the specifics of the coverage to be provided. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory by the City and duly licensed or permitted to carry on such business in the State of Missouri and the City. Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given the City. All certificates of insurance shall specifically list the City as an additional insured with respect to the policies related to the specifications and this contract.
19. **Laws** – The Contractor will be required to obtain all licenses and permits and comply with all ordinances provided in the City of Raymore Code of Ordinances. The Contractor shall at all times comply with all ordinances and regulations of Cass County, and any rules and regulations issued by the State of Missouri.
20. **Volume Report** – Prior to the fifteenth of each month, the Contractor shall complete the trash/recycling/yard waste monthly volume report for the prior month. No payment shall be sent to the Contractor where the City pays the bill unless the volume report is current and submitted in the format used on the attached Proposal Form G.
21. **Administration and Billing** - Pricing should assume that the City will be responsible for the billing component to the residents of the City. The Contractor will send a single monthly bill to the City and be paid within 30 days of the receipt of such bill. Base charge billing will be handled by City staff. Special pickups priced separately from the base pricing will be billed by the Contractor directly to the residential customer. The City will grant the successful bidder the exclusive franchise for a period of three years to provide these services to the City residents.

REQUIRED SERVICES TO BE PROVIDED

The Contractor shall have the responsibility to collect, haul and dispose of all household trash, recyclable and yard waste between 7:00 a.m. and 7:00 p.m. These items will be collected in properly identified trucks. ("Properly identified trucks" means the name, address, and phone number of the Contractor and designation of the type of material being collected must be displayed on the truck.) All these services, vehicles, equipment, and collected materials, as described below, are to comply with Missouri Solid Waste Law and local City and County regulations.

- a) Solid waste is to be picked up once a week in City-supplied containers *or up to four bags* placed at the curb line from residential dwelling units (as defined on page 15).
- b) Recyclables as listed in the schedule in '7' of this section are to be picked up once a

week in City-supplied containers from the curb line of residents who have subscribed for recycling services.

- c) Yard waste is to be picked up once a week in biodegradable paper bags. Limbs can be bundled and placed at the curb for pick-up. Limbs/bushes will be securely bundled in less than 18 inches diameter. Maximum length is to be less than 36 inches and not more than forty (40) pounds in weight. Christmas tree pickup available in January each year. Christmas trees should be cut in half if the length is more than 8 feet. All tinsel, lights and ornaments must be removed from Christmas trees.
- d) A single large household item is to be collected at the curb line of the residential dwelling once a month *on the residents first pickup day of the month*. Additional Large Household Items can be collected on an on-call basis. The resident will need to call or email the Contractor with his/her address so the Contractor can schedule a pick-up 48- hours in advance. Charges for the service will be billed directly to the resident by the Contractor.

PRICING

*Monthly charge for curbside pickup of solid waste and yard waste:
\$12.95 per residential dwelling unit*

*Monthly charge for curbside pickup of single-stream commingled recycling and delivery to a pre-approved recycling center or facility as submitted to the City by the contractor:
\$5.20 per residential dwelling unit*

*Charge to residential customer for each Special Pick-Up as defined in Section '8' of this contract:
See schedule attached*

**APPENDIX B
CONSUMER PRICE INDEX**

The Contractor will use the "Consumer Price Index" for Garbage and Trash Collection Series ID CUUR0000SEHG02 12-month average to calculate the proposed renewal rate for solid waste and yard waste collection and disposal.

The Contractor will separately use the same index to calculate the proposed renewal rate for the subscription single-stream commingled recycling services.

APPENDIX C GENERAL TERMS AND CONDITIONS

A. Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the City designee or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by any other person. The City designee will designate authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. Contract Period

Award of this contract is anticipated prior July, 2019. The City desires to enter into a contract for five (5) years. The awarded Contractor shall agree to offer the prices and the terms and conditions offered herein to the City.

C. Insurance

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten (10) calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforced or that coverage purchased for three (3) years after contract completion date.

General Liability: Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability forms including Product/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Rented Premises
\$ 5,000 Medical Expense Limit
\$1,000,000 Personal and Advertising Injury
\$2,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$ 50,000 Fire Damage Limit

Excess/Umbrella Liability

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate

Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

Workers' Compensation: Limit as required by the Workers' Compensation Act of Missouri, Employers Liability:

\$1,000,000 from a single carrier.

D. Hold Harmless Clause

The Bidder/Contractor shall, during the term of the agreement including any warranty period, indemnify, defend, and hold harmless the City, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

E. Exemption from Taxes

The City is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. Employment Discrimination by Contractors Prohibited/Wages/ Information

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disabilities, or sexual orientation except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

G. Invoicing

The Contractor shall submit invoices to the City, in duplicate, for services outlined above in Appendix A on a monthly basis.

H. Notice

Except as may be otherwise specifically required herein, all notices to be given according to this agreement shall be in writing and may be given, served or made by delivery in person to the addressee, or by facsimile or email, or by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested, or by hand-delivery provided by a bonded and insured courier operating in the Kansas City Metropolitan Area. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this agreement from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to City:

If to Contractor:

I. Educational Materials

Contractor shall assist and cooperate with City in the delivery of any educational or information materials regarding the costs, charges, provision of services, scheduling of pickups for regular, bulk, recyclable, or yard waste and any other services provided by Contractor under the terms of this contract. City may utilize postings on social media, mass mailing via U.S. Postal Service, inclusion of materials in the monthly billing statements to customers, door hangers or posting on the City web-site to complete the delivery of educational or information materials and may utilize any one or more of the foregoing options at its sole discretion.

J. Severability

In the event that any provision of this contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. Applicable Laws

This contract shall be governed in all respects by federal law and the laws of the State of Missouri. All work performed shall be in compliance with all applicable City codes.

L. Drug/Crime Free Workplace

Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on City property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City in addition to any criminal penalties that may result from such conduct.

M. Escalation of Fees

After the initial contract year, the Consumer Price Index (series may be used to determine any increases that would occur for the following years. The City shall be notified by *April 1* each year of any increases that may occur and shall be provided with the completed Consumer Price Index calculations as shown on the example in Appendix B. If not notified by said date the price would hold for the next year.

N. Permits

Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this RFP. Included in these permits will be the "Occupational License and/or Business License" required of all contractors doing business within the City limits. This permit can be obtained from the office of the City Clerk located at: 100 Municipal Circle, Raymore, Missouri.

O. Rejection of Bids

The City reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. The City further reserves the right to negotiate with any and all bidders or others for more favorable terms or prices including alternates to the bond, and to award the contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive bid, and to select the bid deemed most advantageous to the City.

P. Release of Information

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

Q. Bid Bond

A bid bond or certified check from a surety or bank, acceptable to the Purchasing Specialist of Raymore, in the amount of \$5,000.00 must accompany each proposal. An unacceptable bid security may be cause for rejection of the proposal by the City of Raymore. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening of bids.

R. Performance Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of \$200,000, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents for a period of sixty (60) days, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Missouri. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

S. Payment Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of \$200,000, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents for a period of sixty (60) days. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Missouri.

The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

T. Affidavit of Work Authorization and Documentation:

Pursuant to Section 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION, and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/24/19

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3458: 30th Amendment to the Unified Development Code

STRATEGIC PLAN GOAL/STRATEGY

2.1.4: Review and expand strategies that promote and enforce code requirements

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: 5/21/19
Action/Vote: No majority vote obtained on motion to approve

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Materials submitted at 5/21/19 Commission meeting
5/21/19 Planning and Zoning Commission meeting minutes excerpt

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 30th amendment to the Unified Development Code proposes to allow the keeping of fowl on property zoned RR (Rural Residential), R-1A (Single-Family Residential) and R-1 (Single Family Residential).

At its May 21, 2019, meeting a motion was made to recommend approval of the amendment. The motion failed by a 4-3 vote (with two absent). A majority vote of the Commission is needed to forward a recommendation to the Council. In accordance with Section 470.020 of the Unified Development Code, the amendment is now forwarded to the City Council with no recommendation.

BILL 3458

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE UNIFIED DEVELOPMENT CODE.”

WHEREAS, the City Council of the City of Raymore, Missouri, adopted the Unified Development Code as Ordinance 28117 on December 8, 2008; and,

WHEREAS, the Planning and Zoning Commission held a public hearing on the proposed 30th Amendment to the Unified Development Code on May 21, 2019, and is forwarding the amendment to the Council with no recommendation; and,

WHEREAS, the Council held a public hearing on the proposed 30th Amendment to the Unified Development Code on June 24, 2019 and has determined the amendment proposed would be in the best interest of the health, safety and welfare of the citizens of Raymore.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. Section 405.040D of the Unified Development Code is hereby repealed in its entirety and re-enacted as follows:

D. Keeping of Animals

1. Cattle, cows, horses, sheep, goats and similar domestic animals are permitted in the A and RE districts only.
2. Chickens and similar fowl are permitted in the A, and RE, RR, R-1A, and R-1 zoning districts, and in the R-1 district upon properties of at least three acres in size subject to the requirements of Section 205.280 of the City Code.
3. In the RE and R-1 (3-acre minimum lot size) district, maximum number of animals permitted per grazing acre, excluding building coverage, ponds and yard area around the principal dwelling, are:
 - a. 1 head of cattle; or
 - b. 2 sheep; or
 - c. 2 goats; or
 - d. 2 horses.

Limits for other animals not enumerated herein shall be determined based upon type or size of animal.

Section 2. Section 485.010 is amended by the addition of the following definition:

Section 485.010 General Definitions

For the purpose of the Unified Development Code, certain terms or words used herein are defined as follows, unless the context clearly indicates otherwise.

Term	Definition
Fowl	Hens, roosters, ducks, geese, turkeys, doves, pigeons, cornish game hens or other fowl raised for profit, hobby or kept as pets.

Section 3. This Ordinance shall be known as the 30th Amendment to the Unified Development Code.

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

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

DULY READ THE FIRST TIME THIS 24TH DAY OF JUNE, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF JULY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: June 24, 2019
Re: Case #19005: 30th Amendment to the UDC – Keeping of Fowl

GENERAL INFORMATION

Applicant: City of Raymore

Requested Action: 30th Amendment to the Unified Development Code – Fowl

Advertisement: May 2, 2019 Journal Newspaper
June 6, 2019 Journal Newspaper

Public Hearing: May 21, 2019 Planning and Zoning Commission
June 24, 2019 City Council

Items of Record:

- Exhibit 1. Growth Management Plan
- Exhibit 2. Unified Development Code
- Exhibit 3. Notice of Publication
- Exhibit 4. Staff Report
- Exhibit 5. Photographs submitted by Jeff Adams
- Exhibit 6. Resident comments included in the 2019 Citizen Survey
- Exhibit 7. Citizen Survey results - backyard chickens
- Exhibit 8. Photographs submitted by Susan Dooley
- Exhibit 9. Comments submitted by Planning and Zoning Commissioner Melody Armstrong
- Exhibit 10. Documents submitted during public testimony before Planning and Zoning Commission on May 21, 2019

TEXT AMENDMENT REQUIREMENTS

Chapter 470: Development Review Procedures outlines the applicable requirements for amending the text of the Unified Development Code.

Section 470.020 (B) states:

“...text amendments may be initiated by the City Council or the Planning and Zoning Commission”.

Section 470.020 (F) requires that a public hearing be held by the Planning and Zoning Commission and the City Council.

Section 470.020 (G) (2) states:

“In its deliberation of a request, the Planning and Zoning Commission and City Council must make findings of fact taking into consideration the following:”

1. whether such change is consistent with the intent and purpose of the Unified Development Code and plans adopted by the City of Raymore.
2. whether the proposed text amendment corrects an error or inconsistency in the code;
3. the areas which are most likely to be directly affected by such change and in what way they will be affected;
4. whether the proposed amendment is made necessary because of changed or changing conditions in the areas and/or zoning districts affected by it; and
5. whether the proposed text amendment is in the best interests of the City as a whole.

STAFF COMMENTS

1. The keeping of livestock, including chickens, on any property in the City other than land zoned “A” Agricultural was first allowed with the creation of the “RE” Rural Estate Zoning District Classification in July of 2006.
2. From 2006 through 2018 chickens were allowed to be kept on property zoned Agricultural or Rural Estate. There were no restrictions placed on the keeping of chickens.
3. In January of 2018 the areas where livestock and chickens were allowed was expanded to the “R-1” Single-Family Residential Zoning District classification for those properties over 3 acres in size.
4. Within the animal control code, the keeping of ducks is specifically exempt from regulation and is allowed on any property.

5. The topic of keeping of chickens on smaller residential lots has been discussed by the City on several occasions:
 - During deliberation on the proposed Unified Development Code in 2007-2008, there was discussion on amending the code to allow chickens on smaller residential lots. No changes to the code were made.
 - At its October 1, 2012 work session Council heard a presentation from the City Management Intern on the keeping of chickens on smaller residential lots. There was no consensus to propose any code amendments to the current code.
 - At its October 20, 2014 work session Council by consensus determined not to move forward with any changes on the keeping of chickens.
6. There are 220 properties in the City that are currently allowed to keep chickens.
7. 42% of the land area in the City consists of land zoned either Agriculture or Rural Estate.
8. Subdivisions that currently allow chickens based upon the zoning include:
 - a. Countryside View (Vogt Road)
 - b. Coventry Meadows
 - c. Gore Estates
 - d. Hubach Hill Addition
 - e. Jweda
 - f. Pegasus Park
 - g. Southwind Estates
 - h. Tiffany Manor
9. The following nearby communities allow chickens on small lots (¼ acre):
 - a. Belton - maximum 4
 - b. Grandview - maximum 4
 - c. Harrisonville - maximum 6
 - d. Kansas City - maximum 15
 - e. Lee's Summit - maximum 6
10. The following nearby communities allow chickens only on larger lots:
 - a. Peculiar - on lots minimum 2-acres
 - b. Pleasant Hill - only on lots zoned Agriculture
11. Based upon recorded subdivision covenants and private restrictions, the following subdivisions would not allow the keeping of chickens:

- a. Alexander Creek
- b. Brookside
- c. Canter Ridge
- d. Cedar Ridge
- e. Creekmoor
- f. Cumberland Hills
- g. Eagle Glen
- h. Evan Brook
- i. Foxhaven
- j. Heritage Hills
- k. Lakeshore Place
- l. Madison Creek
- m. Meadows
- n. Meadowood
- o. Moon Valley
- p. Remington
- q. Silver Lake
- r. Stonegate
- s. Ward Park Place
- t. Wedgewood Place
- u. Wood Creek

Note: This is not an exhaustive list.

- 12. The City does not administer or enforce any subdivision covenants or private land use restrictions. City Code is allowed to be more restrictive than subdivision covenants or restrictions, and subdivision covenants and restrictions are allowed to be more restrictive than City Code.
- 13. The proposed 30th amendment includes language that fowl are permitted in the A, RE, RR, R-1A, and R-1 zoning districts *subject to the requirements of Section 205.280 of the City Code*. Section 205.280 is a proposed new section of City Code that is part of a companion ordinance to the 30th Amendment. This addition to City Code would incorporate the requirements for the keeping of fowl within the City, including number of fowl allowed, consent of neighbors, enclosures, limit on odors, and similar provisions.
- 14. The definition of fowl proposed to be added to the UDC is the same definition of fowl utilized in the Animal Control Code.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under Section 470.020 of the Unified Development Code, the Planning and Zoning Commission is directed concerning its actions in dealing with a request to amend the text of the Unified Development Code. Under 470.020 (G) (2) the Planning and Zoning Commission is directed to make findings of fact taking into consideration the following:

1. **whether such change is consistent with the intent and purpose of the Unified Development Code and plans adopted by the City of Raymore;**

The proposed amendment is consistent with the identified purpose and intent of Section 400.040 of the Unified Development Code and with the Growth Management Plan.

2. **whether the proposed text amendment corrects an error or inconsistency in the code;**

The proposed sections of the ordinance do not correct an error or inconsistency.

3. **the areas which are most likely to be directly affected by such change and in what way they will be affected;**

The changes would affect properties throughout the City.

4. **whether the proposed amendment is made necessary because of changed or changing conditions in the areas and/or zoning districts affected by it; and**

The proposed amendment is not made necessary because of changed or changing conditions in the zoning districts. The amendment is proposed to expand those residential areas where fowl are allowed to be maintained.

5. **whether the proposed text amendment is in the best interests of the City as a whole.**

The proposed amendment is intended to expand those residential areas of the City wherein fowl are allowed to be maintained.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	May 21, 2019	June 24, 2019	July 8, 2019

STAFF RECOMMENDATION

After considerable research and discussion, staff prepared the 30th amendment to the UDC and a companion ordinance that would amend the Animal Control Chapter of City Code. These two companion ordinances would allow for the keeping of fowl on property zoned RR, R-1A, and R-1 subject to certain conditions.

The two ordinances were written by staff to ensure that, if the decision was made to allow the keeping of fowl on smaller residential lots, the requirements in place were adequate to allow for proper administration and enforcement. Staff would not support approval of the 30th amendment unless the companion ordinance amendment to the Animal Control Code was also approved.

Staff is neutral on the amendment provided the language in the amendment is approved as submitted. Should the language of the amendment be altered, staff requests the opportunity to review the amended language and to offer a recommendation.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its May 21, 2019 meeting, did not obtain the required number of votes for a binding recommendation on case #19005, 30th amendment to the Unified Development Code. No majority vote of the entire Commission was obtained as the vote was 4-3-0 on a motion for a recommendation of approval. Five votes constitutes a majority vote of the Commission. In accordance with Section 470.020F2 of the Unified Development Code, case #19005, 30th amendment to the Unified Development Code, is forwarded to the City Council with no recommendation.

TO: Planning and Zoning Commission Members

FROM: Jeff Adams

RE: These pictures were taken of a neighboring property currently keeping ducks.

Mr. Adams forwarded the attached pictures to City staff and requested they be shared with the Planning and Zoning Commission members for use at the May 21 Commission meeting.



















OPEN-ENDED QUESTION RESPONSES: CHICKENS

- Allow us backyard Chickens
- Better traffic management through West end of 58. No more traffic lights. Get rid of Jim Trash. No chickens. Would like a dog park someday. A city wide walking and bike trail.
- CHICKENS ARE A BAD IDEA IN THE CITY. SPEEDING AND RUNNING OF STOP SIGNS INSIDE NEIGHBORHOODS IS OUT OF CONTROL.
- DON'T BRING CHICKENS TO THIS CITY, GREW UP IN A TOWN THAT ALLOWED CHICKENS, THE FAMILY LIVED BEHIND US HAD THEM, SMELLED AWFUL, THEIR SONS WERE INVOLVED WITH 4H, RABBITS, CHICKENS AND MIN PIGS.. AWFUL
- I absolutely DO NOT want backyard chickens in Raymore. I live in the suburbs; not in the country and I feel like it is regressing to more rural feel than progressive. I live in a nice subdivision without a HOA so an HOA rule will not solve this issue for me.
- I believe it is time for an open discussion on allowing fireworks in the city limits. This to me is a safety issue and far more important than a meeting to discuss allowing backyard chickens.
- NO CHICKENS NOTHING BUT A PROBLEM TRUST ME. KEEP TIGHT CONTROL OF HOUSING. INCENTIVES FOR ORIGINAL TOWN RESIDENTIAL RENOVATIONS.
- NO CHICKENS, I DO NOT WANT FILTHY, DIRTY, NOISY ROSTERS CROWING AT 5 AM.
- No chickens.
- PLEASE DO NOT ALLOW BACKYARD CHICKENS UNLESS IT'S REGULATED AND ENFORCED. WHICH I DON'T FEEL POLICING BACKYARD CHICKENS IA USE OF RESOURCES.
- PLEASE NO CHICKENS IN PEOPLES BACK YARD, PLEASE NO MORE APTS/DUPLEX ETC, WE ALREADY HAVE ENOUGH, BUSINESS BRINGING GOOD JOBS TO THE AREA WOULD BE GREAT, BESIDES FAST FOOD PLACES, INDUSTRIAL, MEDIAL ETC WOULD PROVIDE BETTER JOBS FOR RESIDENTS

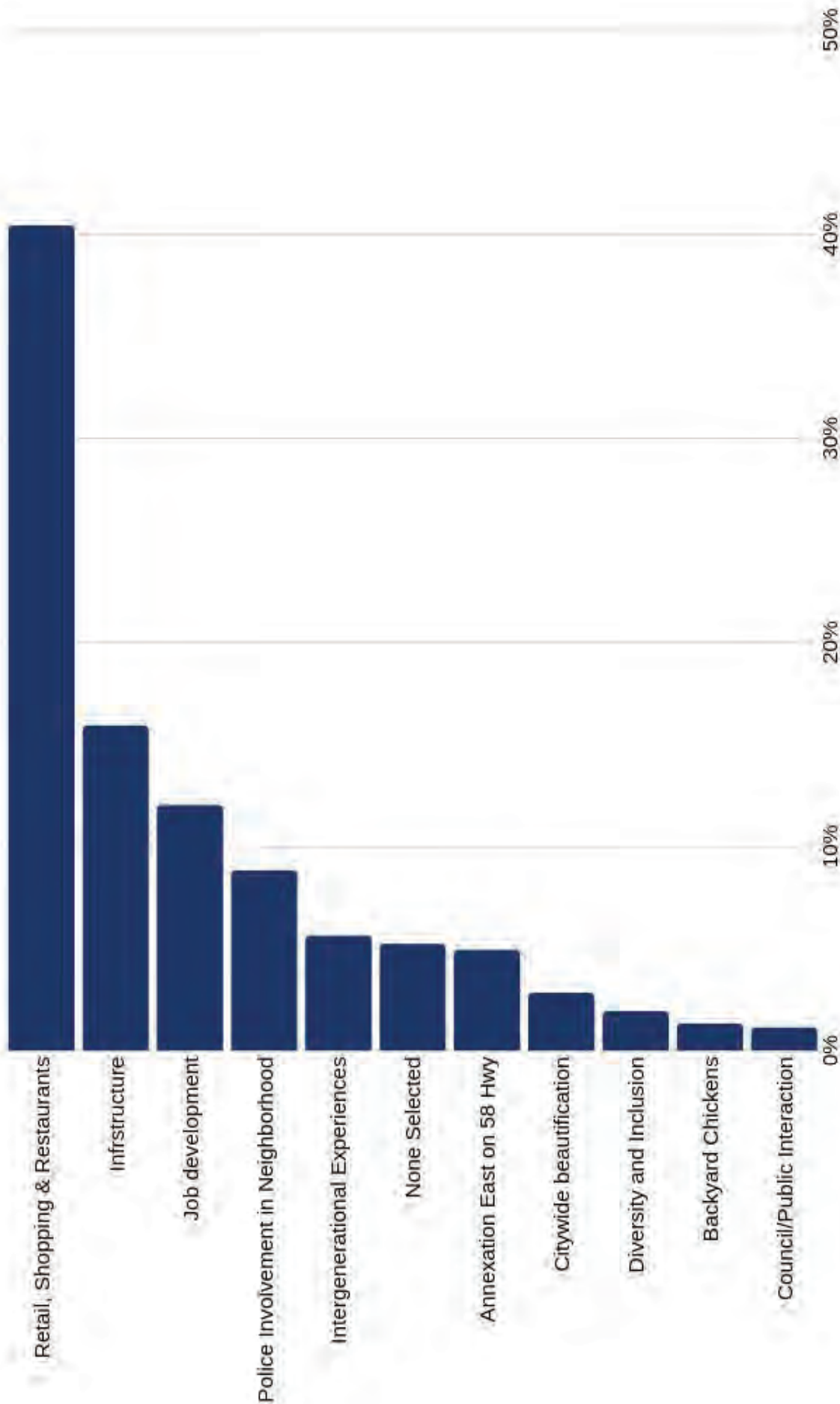


- Please, please.....no chickens! That is ridiculous!
- The current discussion concerning chickens should be left as it is.
- VERY OPPOSED TO CHICKENS IN BACKYARDS, THEY DO NOT BELONG IN RESIDENTIAL NEIGHBORHOODS. WE HAVE NEIGHBORS THAT HAVE DUCKS THAT QUACK INCESSANTLY ON THE 500 BLOCK OF NORTH JACKSON AND IT APPEARS CODES WILL NOT ENFORCE THEM TO BE REMOVED. THEY ARE AS BAD AS BARKING DOGS.

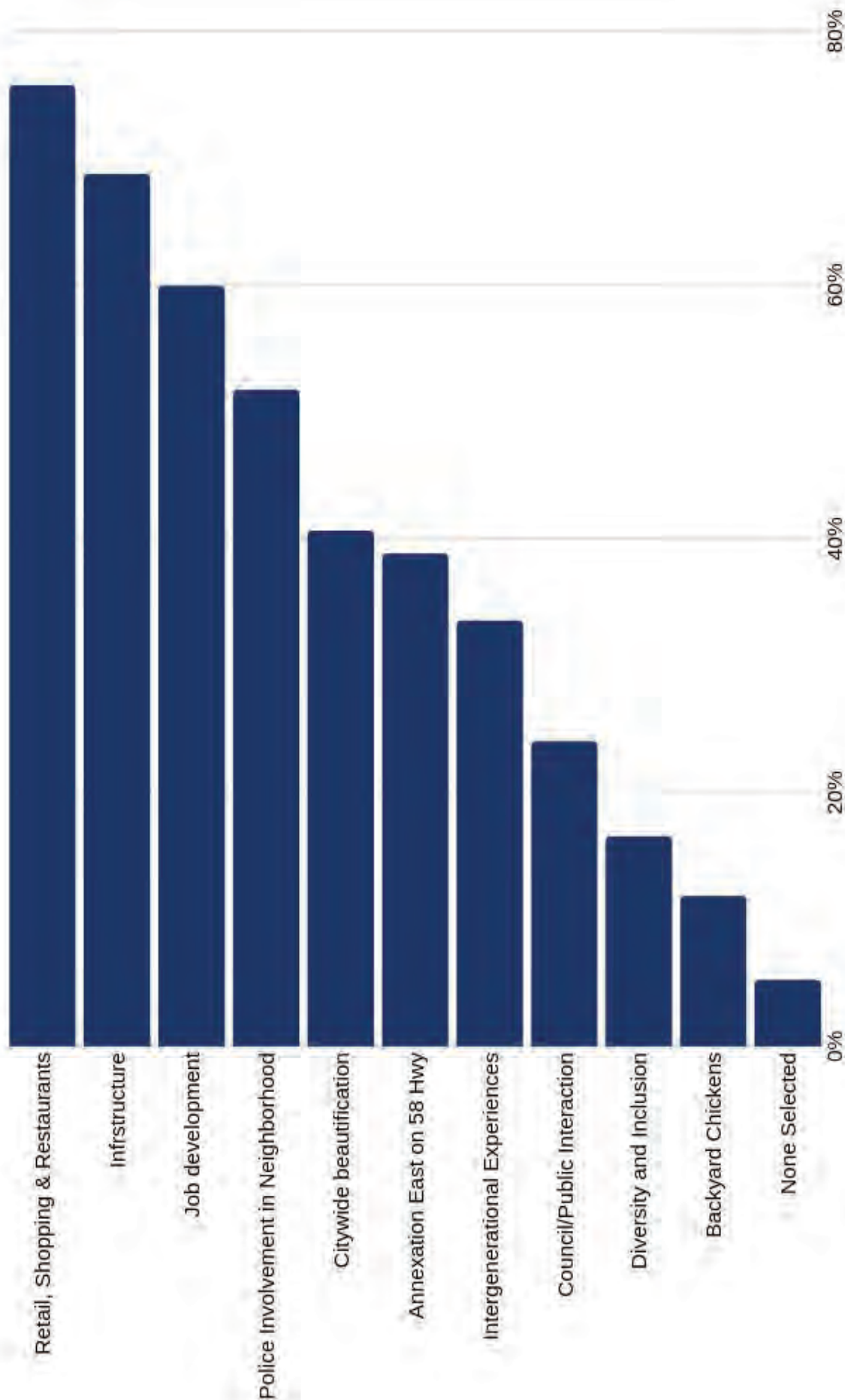
MOST IMPORTANT FOR RAYMORE TO FOCUS IN THE NEXT TWO YEARS

- Additional community events focused on developing intergenerational relationships & experiences
- Focus on bringing additional retail, shopping & sit-down restaurants
- Infrastructure improvements (such as street lighting, bike lanes, sidewalk expansion, etc.)
- Expanded police involvement in community, including active neighborhood involvement
- Development of a Citywide beautification program for public spaces & landscaping
- Economic development focused on job development & bringing employers to City
- Expand number of opportunities for residents to interact with City Council members & staff to discuss City issues
- Explore amending City code to allow backyard chickens in all residential developments
- Foster additional opportunities for diversity & inclusion throughout our community
- Pursue options for annexation to bring more of 58 Highway & middle school into City limits

MOST IMPORTANT FOR RAYMORE TO FOCUS IN THE NEXT TWO YEARS



MOST IMPORTANT FOR RAYMORE TO FOCUS IN THE NEXT TWO YEARS



TO: Planning and Zoning Commission Members
FROM: Susan Dooley

RE: Photos of chicken coops and chickens

Ms. Dooley submitted the attached photographs to City staff on May 20, 2019, and requested that they be shared with the Planning and Zoning Commission for use at the May 21st Planning Commission meeting.



















Dear Commisioners, Mayor, and City Staff;

Apologies, I am out of town for this meeting. When I notified Commissioner Faulker of this he indicated I could supply my comments in writing, which I have done below based on the draft ordinance I have. Thanks for all the efforts on the part of city staff in researching and developing the draft for review and action. I am disappointed to miss what I am sure will be a lively discussion.

In general I do not find significant difference between allowing the keeping of domestic fowl and other domestic animals already permitted under city code; so am in support of the ordinance and appreciate the thoroughness exhibited by Staff in developing it.

The questions, clarifications, or concerns did arise in my review:

Section 205.280 A. @. In the zoning district (on lots less than 3 acres in size):

B No rooster are allowed.

MAA: My only known concern with roosters is the additional noise. Would this not already be addressed in the code, section 205.210; and is so isn't it better to address in only one place to avoid redundancy or varying interpretations?

B1. permit to keep fowl shall be obtained from the City. All abutting property owners must consent in writing to the keeping of fowl Licensing is required for other animals; but as permission from neighboring landowners is not required for any others; including animals surrounding neighbors might find objectionable; what is the justification / support to avoid arbitrariness?

C. 2. B. "The use of scrap, wasteboard, sheet metal or similar materials is prohibited" *MAA: Is this definable and enforceable? How do you define / identify scrap or wasteboard once installed? Is sheetmetal a risk to health or prohibited for other structures?*

C.2. C. "not to be constructed with chicken wire..." *MAA: If this is because of safety for the animal, is it not covered in C.2.a? Is there an additional concern?*

C.2.D and L and M -Only be located within the rear yard area; not be visible from any public street. Fencing or screening may be utilized to shield the view of the shelter. Not be visible from a public park. Fencing or screening may be utilized to shield the view of the shelter... . *MAA: I don't find similar restrictions for other animal pens What is the rationale that supports this being a non-arbitrary requirement?*

D. Running at large.

1. Fowl shall not be allowed to run at large. MAA: *Redundant. C.1.*

3. Fowl shall be kept under the control of the owner at all times. MAA: *Can you clarify the situation being described here. Code already requires maintenance in a coop; not free ranging. What is this meant to address?*

F. Predators:

..... reduce the attraction of predators and rodents and the potential infestation of insects and parasites. that may result in unhealthy conditions to human habitation may be removed by the animal control officer. MAA: *There aren't parasite or insect infestations of concern here. Please clarify the concern. The prime human infections from a poultry vector would be salmonella (bacterial) and the potential for avian flu. Perhaps broadening the wording to allow for inclusion of those with other newly defined vectors; ie.. " Fowl found to be infected/infested with pathogens that may result in transmission to humans may be removed by the animal control officer.*

G. Unlawful Practices

MAA: *Can you clarify the needs for these restrictions with poultry; as I don't see them elsewhere for domestic animals, including farm animals.*

H. 2. City is authorized, upon notification to the property owner, to randomly inspect ... MAA: *this was meant to be with complaint, correct? If not is there a justification for and are we doing random inspections for other licensed animals or issues?*

Uncle Sam Expects You To Keep Hens and Raise Chickens



Two Hens in the Back Yard for Each Person in the House Will Keep a Family In Fresh Eggs

EVEN the smallest back yard has room for a flock large enough to supply the house with eggs. The cost of maintaining such a flock is small. Table and kitchen waste provide much of the feed for the hens. They require little attention—only a few minutes a day.

An interested child, old enough to take a little responsibility, can care for a few fowls as well as a grown person.

Every back yard in the United States should contribute its share to a bumper crop of poultry and eggs in 1918.

In Time of Peace a Profitable Recreation

In Time of War a Patriotic Duty

For information about methods of Back-Yard Poultry Keeping suited to your location and conditions, write

Your State Agricultural College
or
The United States Department of Agriculture
Washington, D. C.

NATIONAL POULTRY IMPROVEMENT PLAN

In Missouri, those who want to sell wholesale hatching eggs or day-old poultry stock, exhibit poultry, or import poultry into the state must have their eggs and/or birds certified pullorum-typhoid free through the National Poultry Improvement Plan, or test negative for pullorum within 90 days of the regulated activity.

The National Poultry Improvement Plan (NPIP) began in the early 1930s to eliminate pullorum-typhoid from commercial poultry. Since 1992, the NPIP has been administered by the Missouri Department of Agriculture by implementing various disease programs for commercial breeders, hatcheries and other poultry facilities. The department also tests birds at county fairs, poultry shows and other events.

State law requires all poultry breeders and hatcheries selling baby poultry or hatching eggs to be pullorum free. Participating flocks in Missouri can be found in the poultry yearbook at Agriculture.Mo.Gov.

HOW TO PARTICIPATE

Applications to participate in the NPIP are available through the Missouri Department of Agriculture by calling (573) 751-3377. Once an application is received, the Department will contact the applicant to explain NPIP provisions and perform flock testing and inspections. Each participant in good standing is issued an approval number to be used when shipping eggs and chicks. Participation is renewed on an annual basis.

PRACTICE BACKYARD BIOSECURITY

- Restrict access to your property and your birds
- Clean and disinfect equipment that comes in contact with your birds or their droppings (including cages and tools)
- Avoid visiting farms or other households with poultry
- Don't mix birds from a different source, species or age range
- Always buy birds from a reputable source


DON'T HAUL DISEASE HOME

If you take birds to a fair or exhibition, keep those birds separated from the rest of your flock for at least two weeks after the event. New birds should always be kept separate from your flock for at least 30 days.




MISSOURI
Dept. of
Agriculture

Missouri Poultry Health and
Improvement Program
P.O. Box 630
1616 Missouri Blvd.
Jefferson City, MO 65102
(573) 751-3377



MISSOURI POULTRY HEALTH AND IMPROVEMENT PROGRAM

Preventing Disease and Conducting Surveillance Testing





AVIAN DISEASES

PULLORUM DISEASE

Few diseases are more devastating to poultry producers than pullorum. First identified in 1899, the bacteria *Salmonella pullorum* causes heavy losses in chicks and poults and decreases the productivity of adult birds. An infection that begins with a single bird can spread quickly through a flock.

MORTALITY RATES FROM PULLORUM can reach more than 80 percent/flock

There is no treatment or specific vaccine for pullorum; therefore, it is critical that producers practice good biosecurity once a pullorum clean flock is established.

While chickens seem to be the most natural host for pullorum, the disease can also affect turkeys, ducks, geese, quail and other birds. Pullorum is rarely found in mammals and rarely passes from one mammal to another.

MDA Tip: purchase eggs and poultry stock from MPP participating flocks.



PULLORUM TRANSMISSION

Pullorum disease is usually transmitted in the egg, from hen to offspring, but may also be spread through:

- breathing or consuming dust, down, droppings or broken eggs
- mating with an infected male
- contaminated footwear, clothing and equipment
- unsanitary building environment, nesting areas, and hatching or brooding equipment

AVIAN INFLUENZA

Avian influenza (AI), or "bird flu," is a virus that infects domestic poultry such as chickens, turkeys, quail and geese, as well as wild birds such as shore birds and waterfowl.

AI viruses are divided into two groups, highly pathogenic (HPAI) and low pathogenic (LPAL), based on the ability of the virus to produce disease and the severity of illness it can cause. HPAI spreads rapidly and has a high death rate in birds. LPAL causes only minor illness and occurs naturally in migratory waterfowl. The concern is that some LPAL virus strains are capable of mutating into HPAI viruses.

KNOW THE WARNING SIGNS OF AI

1. Lack of energy and appetite
2. Drop in egg production or thin (soft-shelled), misshapen eggs
3. Swelling of the head, eyelids, comb, wattles, hocks
4. Purple discoloration of the wattles, comb, legs
5. Nasal discharge, coughing, sneezing
6. Lack of coordination
7. Diarrhea
8. Sudden death without any signs

HOW AI SPREADS

AI spreads quickly via bird-to-bird contact. AI viruses can travel on manure, egg flats, crates, farm materials or equipment, and people who have picked up the virus on their clothing, shoes or hands. Migratory waterfowl can also carry the disease.

MDA Tip: prevent domestic poultry and waterfowl from being exposed to wild waterfowl.





Missouri 4-H
University of Missouri
4-H Center for Youth Development

Poultry Project Brief

Learning Objectives

- Learn management of a production or market poultry flock
- Understand the various poultry diseases and prevention methods
- Develop a record keeping system for your poultry project
- Learn about careers in the poultry industry
- Care for a flock of laying hens for one year to learn production and marketing practices
- Complete the Show Me Quality Assurance Program
- Own, feed and care for pullet chicks from hatching to the layer house

Fair Projects

- Show an animal
- Egg laying box
- Egg candling
- Education display of breeds
- Poster or educational display of feather patterns
- Animal Care Poster
- Best Practice Poster

Demonstration Ideas

- How to cook poultry
- How to wash a chicken
- How to prepare your favorite egg dish
- Grooming poultry
- Proper care of poultry
- Feather patterns
- Making a range shelter
- Controlling insects or diseases
- Making chick feed and water dispensers
- Caring for baby chicks
- Sanitation measures
- How to candle an egg
- Grading and handling eggs
- How to clean dirty eggs
- Casing and storing eggs
- Proper handling of birds
- Prepare a bird for show
- Animal Care

Field Trips

- Visit a poultry farm, poultry processing plant, hatchery, hobby farmer, swap meet or flea market

Ideas for Speech Topics

- Poultry production
- Use of poultry by-products
- Fresh farm poultry production
- Bird Flu
- Safe Processing
- Animal Care

Critical Thinking

- Why do you compare birds to each other?
- What types of skills are needed to compare two things?
- Why is it important to learn to cook eggs safely?
- What did you learn about egg nutrition?
- What are some functions of feathers?
- What differences are there in sight and touch of the feathers?
- What new poultry products could be developed?

Community Service

- Bring a chicken to an elementary school
- Agriculture in the classroom demonstration with eggs and poultry
- Raise money for Heifer International
- Work at a community food bank
- Help with a Chicken BBQ fundraiser in your county

Science & Technology

How have you used science and technology in this project area?

Examples:

- Affects of lighting and heat on production of poultry.
- Evaluation of eggs or carcasses
- Collection of data related to feed and growth
- Optimize space available to raise birds.
- Research a problem with your flock

Show Me Character

Trustworthiness - includes honesty, promise keeping and loyalty.

- Show only animals you have cared for and trained
- Follow the rules of the competition
- Only use approved products for show
- Follow animal ownership guidelines

Respect - includes courtesy and proper treatment of people and things.

- Judge other participants on their character not on the quality of their livestock
- Be understanding of other's viewpoints
- Always be courteous

Responsibility - includes the pursuit of excellence, accountability and perseverance.

- Meet all obligations to sales centers and buyers
- Set a good example for other showmen
- Work hard and don't quit if results don't turn out the way you want
- Get your entries in on time

Fairness - involves consistently applying rules and standards appropriately for different age groups and ability levels.

- Use only stall space paid for and assigned to you
- Follow the rules set by the organization running the show
- Don't question consequences if they are a result of your choices

Caring - promoting the well being of people and things in a young person's world. It denotes action and not just feelings.

- Show consideration for other's livestock
- Help less experienced showmen practice before competitions
- Thank people who help you care for your livestock

Citizenship - includes making the home community and county a better place to live for themselves and others.

- Learn the rules and make sure you and others follow them
- Do what's best for everyone
- Protect the environment by disposing of waste according to law
- Be open to learning from others

Show Me Standards

Missouri 4-H members will acquire the knowledge and skills to gather, analyze and apply information and ideas, communicate effectively, recognize and solve problems, make decisions and act as responsible members of society.

4-H members will acquire a solid foundation which includes knowledge of:

- **Health/Physical Education** - consumer health issues (such as the effects of mass media and technologies on safety and health)
- **Science** - characteristics and interactions of living organisms; impact of science, technology and human activity on resources and the environment
- **Social Studies** - economic concepts (including productivity and the market system) and principles (including the laws of supply and demand)

Resources

151 Poultry Unit 1

Y620 4-H Project Record
Y1510 Scratching the Surface
G8350 Poultry - Small Flock Series
LG1540 Poultry Helper's Group Activity Guide

152 Poultry Unit 2

Y620 4-H Project Record
Y1520 Testing Your Wings
G8350 Poultry - Small Flock Series
LG1540 Poultry Helper's Group Activity Guide

To Order

Extension Publications online at <http://extension.missouri.edu/explore/shop/> or by phone 1-800-292-0969
For additional resources check with your local University of Missouri Extension Center or the 4-H Source Book at <http://www.4-hmall.org/educationalresources.aspx>.

For information on State Fair 4-H photography guidelines, visit <http://4h.missouri.edu/go/events/statefair/photoguidelines.pdf>

For information on State Fair 4-H photography posters & display guidelines, visit <http://4h.missouri.edu/go/events/statefair/building.htm>

Join the Photo Corps team. Information at <http://4h.missouri.edu/go/programs/photocorps/>

PLANNING AND ZONING COMMISSION MEETING MINUTES EXCERPT MAY 21, 2019

7. New Business -

A. Case #19005 - 30th Amendment to the Unified Development Code (public hearing)

Development Services Director Jim Cadoret provided the staff report. Mr. Cadoret indicated an amendment to the Unified Development Code (UDC) requires a public hearing that was properly advertised. He entered into the record the following: Growth Management Plan; Unified Development Code; Notice of Publication of the Public Hearing in The Raymore Journal; Staff Report; Photographs submitted by resident Jeff Adams; Resident comments included in the 2019 Citizen Survey; Citizen Survey Results on the backyard chicken question; Photographs submitted by resident Susan Dooley; and comments submitted by Planning and Zoning Commission member Melody Armstrong.

Commissioner Bowie arrived at 7:05 p.m.

Mr. Cadoret provided an overview of the proposed amendment, which includes language that would allow the keeping of fowl on single-family residential zoned lots in the RR, R-1A and R-1 zoning district, subject to the requirements of Section 205.280 of City Code. Section 205.280 is a proposed new section of the Animal Control Code that would establish the specific requirements for the keeping of fowl, including requirements on shelter construction, setbacks, neighbor consent, and general maintenance of the property.

Mr. Cadoret provided a history of the code changes regarding the keeping of backyard animals and the numerous discussions held on the topic. Mr. Cadoret stated there have been incremental steps taken in allowing backyard animals on larger residential lots. The proposed amendment is the next incremental step that could be taken to expand those areas where backyard fowl are allowed.

Mr. Cadoret indicated that staff was requested to present an ordinance that, if the decision was made to allow the keeping of fowl on smaller residential lots, staff could support from an administration and enforcement standpoint.

Mr. Cadoret indicated that staff is neutral on the amendment provided the language in the amendment is approved as submitted. Should the language of the amendment be altered, staff reserves the right to offer a recommendation.

Commissioner Urquilla asked staff for clarification that the Commission is being asked for a recommendation only on the UDC amendment and that the companion ordinance is only to be voted on by the City Council.

Mr. Cadoret indicated that the Commission is being asked to vote on the UDC amendment and provide feedback and comments on the animal control ordinance amendment.

Mr. Urquilla asked if ultimately the ordinances fall under the final approval of the City Council.

City Attorney Jonathan Zerr reiterated that the Commission is only making a recommendation on the UDC amendment and that City Council has final authority on the UDC amendment and on the Animal Control Code amendment.

Chairman Faulkner opened the public hearing at 7:28 p.m.

Mike and Peggy Phillips, 608 Loren Lane, indicated they are adamantly opposed to the keeping of backyard fowl. Ms. Phillips stated she has seen many changes in Raymore and lives in a subdivision that does not have a homeowners association and thus don't have that protection. Ms. Phillips expressed concern on the city's ability to enforce the code.

Dawn Simmons and Mark Whipperman, 517 N. Jefferson Street, indicated the pictures of where the ducks are being kept is the property that is located behind her property. She expressed concerns on the smell, mud, and the noise of the ducks quacking in the morning.

Sarah Gaston, 530 Foxridge Drive, thanked City staff for working on the proposed ordinance. Ms. Gaston stated the proposed ordinance is needed to keep the poor conditions from occurring and understands the frustration. The proposed code helps to prevent the poor conditions. Ms. Gaston stated she supports the proposed ordinance.

Riley Gaston, 530 Foxridge Drive, stated chickens are healthy for the environment and eggs are good for you. She stated that having animals have made a big impact on her life.

Sarah Gaston read a statement prepared by Emily Thacker, a former neighbor, regarding the time Ms. Gaston had chickens and that there were no odor or noise issues created by the chickens.

Bruce Noah, 502 N. Jackson Court, stated that the ducks belong to his son and are on his property. Mr. Noah stated he is trying to find a way to get rid of the mud mess on the property. Mr. Noah stated the animal control officers have been to the property multiple times and have found no violations. Mr. Noah indicated he is in support of the ordinance and for allowing fowl.

Tiffany Johnson Yoder, 4-H poultry project leader for Cass County, spoke on the benefits of keeping poultry.

Susan Dooley, 606 Condor Street, indicated that there are not a lot of people in Raymore that will want to keep chickens. She is only wanting to keep a few chickens that are not noticed by her neighbors. She indicated she is happy to accommodate the restrictions which are strict, but not unreasonable.

Dorinda Leighter, 11501 E. 195th Street, stated she lives just outside of Raymore and does keep chickens on her property. She spoke of the benefits of keeping chickens.

Dustin Branick, 811 Old Paint Road, appeared with his daughter. Mr. Branick was in support of the proposed ordinance and would like to have 2-3 birds with the intent of using the birds to teach his children.

Melody Woo, 801 S. Franklin, stated she is for the proposed ordinance. She indicated she may not want chickens, but does want her neighbors to be allowed to have chickens.

Jeff Adams, 521 N. Jefferson Street, indicated he provided the pictures of the ducks on behalf of Mr. Whipperman, who had asked for assistance on what to do about the keeping of ducks. Mr. Adams indicated he did an over-the-counter water test from runoff on Mr. Whippermans' yard that indicated high levels of e-coli and bacteria.

Mr. Adams commented that an ordinance should not be passed for the benefit of 5% of the City. He stated that based on the citizen survey most of the City residents do not want fowl on small residential lots. The open-ended responses clearly show most residents don't want to allow chickens on smaller lots.

Sara Locke, 404 S. Sunset Lane, indicated she is for the keeping of chickens.

Sheryl Dunham, 404 N. Park Drive, appeared with her granddaughter, and stated that when she lived in the County her neighbor did have chickens and she did not have any concerns. The neighbors property was clean and there were no issues. Ms. Dunham stated she is in support of allowing chickens.

Lilly Gaston indicated she used to have chickens and she kept the area clean. She stated Raymore should allow chickens

Joyce Noah, 502 N. Jackson Court, stated her property is where the ducks live. She indicated she is in favor of allowing chickens.

Austin Noah, 502 N. Jackson Court, stated he is in 4-H and wants to be able to keep the ducks and be allowed to have chickens.

Melissa Hewitt, 306 Eagle Glen Court, stated she is in support of the keeping of chickens.

Mindy Limbaugh, 2185 Sierra Drive, indicated she is in favor of allowing chickens even though she lives in an HOA where she may not be able to have chickens. She believes every community will be allowing chickens at some point due to rising food costs.

Carl Kent, 503 N. Park Drive, stated this is about people that live in Raymore and 95% of the residents of Raymore don't think about chickens or want chickens.

Melody Woo, 801 S. Franklin, asked for clarification on whether the survey actually stated 95% of the people did not want chickens.

Mr. Cadoret stated that the 95% reference may have been taken from the slide that depicted only 5% of the residents that responded to the survey identified as one of their top 5 choices that the city should explore amending the code to allow backyard chickens.

Chairman Faulkner closed the public hearing at 8:20 p.m.

Motion by Commissioner Urquilla, Seconded by Commissioner Crain, to accept the staff proposed findings of fact and forward a recommendation of approval of case #19005, 30th amendment to the Unified Development Code, to the City Council subject to the condition that the two proposed ordinances move forward as written.

Commissioner Wiggins asked about those areas that have the "P" designation with the R-1 zoning classification, such as the Eagle Glen Subdivision that is zoned R-1P.

Mr. Cadoret indicated that the "P" Planned District designation is an overlay district to the R-1 single-family classification. All of the requirements of the R-1 district would apply to an R-1P zoned property. If fowl were allowed in the R-1 district, fowl would be allowed on a property zoned R-1P.

Commissioner Wiggins asked for clarification on a property zoned PUD, and are those properties considered as R-1 properties.

Mr. Cadoret indicated the PUD zoning classification is a separate and distinct zoning classification and the proposed ordinance would not allow fowl in a PUD district.

Mr. Zerr indicated the PUD designation is distinct and would not extend the R-1 allowed uses to the PUD district.

Commissioner Wiggins asked about what happens to those individuals that live in an HOA that restricts the keeping of chickens.

Mr. Zerr stated that a property owner that lives in a HOA that restricts the keeping of chickens would not be able to maintain chickens on the property.

Mr. Cadoret stated that the City may know a property is subject to HOA restrictions, but if that property owner obtains consent of the neighbors and follows all of the requirements of the City Code, the City would issue a permit for the keeping of chickens.

Commissioner Wiggins commented that the Commission is considering an ordinance that is more than just for allowing chickens, and that the definition of fowl covers a lot more than chickens.

Commissioner Wiggins commented on the requirement that shelters can be no higher than 8 feet, and that shelters cannot be visible from a city street, but City Code limits fence height to just 6 feet and he was not sure how someone on a corner lot would be able to have chickens and meet the requirements.

Commissioner Crain asked if staff had any discussions with staff from those communities that currently allow chickens.

Mr. Cadoret indicated there have been discussions and that the communities are not seeing an influx of applications and there have not been issues with enforcement to date.

Commissioner Crain asked how many surveys were sent out.

Mr. Cadoret stated 2000 were mailed out, and 574 surveys were returned.

Commissioner Crain commented that of those returned, only 9 made negative comments on chickens.

Commissioner Bowie asked if the City had the resources for enforcement of the proposed ordinance.

Mr. Cadoret stated the City has 3 enforcement officers, two being animal control officers. City staff believes current staffing is adequate to handle the expected number of applications.

Commissioner Petermann asked what is considered a neighbor regarding the need to secure consent of neighbors.

Mr. Cadoret stated a neighbor would be the owner of property that is immediately adjacent to and abuts the property seeking the approval.

Commissioner Petermann asked if there was anything in code about chicken fighting.

Mr. Cadoret stated there are other provisions in the animal control code that would address that concern.

Commissioner Urquilla commented that he made the motion with the interest of bringing under one code all provisions of the keeping of fowl.

Chairman Faulkner asked about the letter that was submitted to the Commissioners and labeled as Exhibit 9.

Mr. Cadoret stated the letter was submitted from Planning and Zoning Commissioner Melody Armstrong who was unable to attend the meeting. Ms. Armstrong wanted to provide her comments for the Commission to consider.

Chairman Faulkner asked that with a motion for approval, and with two Commissioners absent, if a motion to continue would be in order.

Mr. Zerr commented that there is a motion on the floor that must be voted on first.

Commissioner Fizer wanted to clarify that the proposed amendment would allow turkeys and fowl other than just chickens.

Mr. Cadoret stated that the definition of fowl includes hens, ducks, geese, turkeys, doves, and pigeons.

Vote on Motion:

Chairman Faulkner	Nay
Commissioner Wiggins	Aye
Commissioner Armstrong	Absent
Commissioner Bowie	Nay
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Nay
Commissioner Urquilla	Aye
Mayor Turnbow	Absent

Motion failed 4-3-0 as a majority vote of all Commissioners is required for a motion to pass.

Mr. Zerr stated that for a motion to pass there must be a majority vote of the full Commission. If the Commission takes no further action the case will proceed to the Council with no recommendation.

Motion by Commissioner Wiggins, seconded by Commissioner Crain, to provide no recommendation and send the case on to City Council.

Mr. Zerr stated no further vote at this point would be a no recommendation sent to the Council.

Commissioner Wiggins withdrew the motion.

Mr. Cadoret stated the amendment will be considered by the City Council on June 24, 2019.

Commissioner Bowie asked if City Council would receive all of the information provided to the Commission, including the minutes.

Mr. Cadoret stated that Council will receive all exhibits presented, including the minutes from the Commission meeting.

11. Commission Member Comment

Commissioner Crain indicated he was disappointed the case was not approved. The requirements are self-regulating and he hopes City Council passes the ordinance.

Commissioner Urquilla thanked staff for its continued research and work on the topic. He expressed disappointment that there was no recommendation to send to City Council and hopes that City Council will consider all of the information submitted and make the best choice for Raymore.

Commissioner Bowie thanked staff for all of its work. He thought the majority of the City does not share the sentiment that was expressed at the hearing. Mr. Bowie commented that there is a larger group of citizens that do not share the sentiment of the majority of individuals that spoke during the hearing. He commented that there are cities that do allow fowl but there are a lot of cities that do not.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/24/19

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3459: Amendment to Chapter 205: Animal Control

STRATEGIC PLAN GOAL/STRATEGY

2.1.4: Review and expand strategies that promote and enforce code requirements

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
----------------------	--------------------

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

If the 30th Amendment to the Unified Development Code regarding keeping of fowl on smaller residential lots is approved, this amendment to the Animal Control Code would establish the requirements for the keeping of fowl.

The regulations limit the number of fowl allowed, require the consent of neighbors, establishes shelter standards, and establishes minimum standards for the care of fowl.

BILL 3459

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING SECTION 205.280 OF THE RAYMORE CITY CODE OF ORDINANCES TO ALLOW THE KEEPING OF FOWL."

WHEREAS, the City Council desires to allow its citizens to keep fowl on certain residential lots within the corporate limits of the City subject to certain restrictions; and

WHEREAS, the Unified Development Code has been amended to allow the keeping of fowl in the A, RE, RR, R-1A and R-1 zoning districts; and

WHEREAS, City Code needs to be amended to include restrictions on the keeping of fowl in the RR, R-1A and R-1 zoning districts.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. Section 205.280 of the City Code of Ordinances is established as follows:

SECTION 205.280: FOWL

- A. Number and type of fowl allowed.
 - 1. In the A, RE, and R-1 zoning district (on lots at least 3 acres in size):
 - a. There are no limits on the number of fowl kept.
 - b. Roosters are allowed.
 - 2. In the RR, R-1A and R-1 zoning district (on lots less than 3 acres in size):
 - a. The maximum number of fowl allowed is six.
 - b. No roosters are allowed.
- B. Permit Process - Consent of Neighbors
 - 1. In the RR, R-1A and R-1 zoning district (on lots less than 3 acres in size) an annual permit to keep fowl shall be obtained from the City. All abutting property owners must consent in writing to the keeping of fowl. As part of the annual permit renewal process, all abutting property owners must consent in writing to the continuation of keeping of fowl in order for a permit to be renewed.
 - 2. If a homeowners association (HOA) exists, the property owner shall notify the HOA of the initial request of a permit. Consent of the HOA is not a requirement to obtain a City permit.
 - 3. Land use covenants, restrictions or similar private agreements that may limit or restrict the keeping of fowl are not enforced by the City.

C. Enclosures

In the RR, R-1A and R-1 district (on lots less than 3 acres in size):

1. Fowl must be kept in an enclosed or fenced-in area at all times.
2. Shelters for fowl shall:
 - a. be designed and constructed to provide a safe and healthy living condition for the fowl while minimizing adverse impacts to other residents in the neighborhood.
 - b. use materials that are uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using the same materials. The use of scrap, waste board, sheet metal or similar materials is prohibited.
 - c. not be constructed with material commonly referred to as chicken-wire. If wire material is utilized as part of the shelter, hardware cloth or wire that is no less than 19 gauge in width and with holes no more than $\frac{1}{4}$ by $\frac{1}{4}$ inch in size shall be utilized.
 - d. only be located within the rear-yard area.
 - e. be set back:
 - i. at least 10 feet from any adjacent property line;
 - ii. at least 40 feet from any adjacent residential structure; and
 - iii. at least 40 feet from any adjacent school or place of religious assembly.
 - f. not exceed 8 feet in height.
 - g. be kept and maintained in accordance with the Property Maintenance Code so as to prevent degradation of the structure.
 - h. have access doors and similar openings that are capable of being securely closed and locked.
 - i. be kept in a clean, dry, odor-free, neat and sanitary condition at all times.
 - j. contain at least 2 square feet of area per animal.

- k. allow for adequate ventilation and adequate sun and shade.
 - l. not be visible from any public street. Fencing or screening may be utilized to shield the view of the shelter.
 - m. not be visible from a public park. Fencing or screening may be utilized to shield the view of the shelter.
- 3. Fowl shall be secured within a shelter during non-daylight hours.
 - 4. Fowl shall be provided with access to feed and clean water at all times. The feed and water shall be unavailable to rodents, wild birds and predators.
 - 5. All feed associated with the keeping of fowl shall be kept in a sealed container. Open feed containers on the property that are easily accessible to rodents, wild birds and predators are prohibited.
- D. Running at large.
- 1. Fowl shall not be allowed to run at large.
 - 2. Fowl shall not be tethered or left on a leash or similar restraint when not under the direct control of the owner.
 - 3. Fowl shall be kept under the control of the owner at all times.
 - 4. Fowl found to be running at large will be considered abandoned and may be impounded by the City.
- E. Odors - Disposal of Manure.
- 1. Every shelter, coop, hen-house and property where fowl are kept shall be provided with a watertight and flytight receptacle for the storage of manure. Such receptacle shall be kept securely covered.
 - 2. Manure from the shelter, coop, hen-house and/or property shall be collected, stored, and disposed of to prevent any odors from being perceptible on adjacent properties.
 - 3. Odors from fowl or fowl related substances shall not be perceptible on adjacent properties.

F. Predators

The property owner shall take necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites. Fowl found to be infested with insects and parasites that may result in unhealthy conditions to human habitation may be removed by the animal control officer.

G. Unlawful Practices

The following actions associated with the keeping of fowl on property zoned RR, R-1A or R-1 (on lots less than 3 acres in size) are prohibited:

1. Selling of eggs or manure.
2. Slaughtering of fowl.
3. Breeding of fowl for commercial purposes.
4. Keeping of fowl in violation of any provision of this Chapter.

H. Inspection Process

1. Prior to the issuance of a permit, and the placement of any fowl on the property, and prior to the renewal of a permit thereafter, the premises shall be inspected by the City to determine compliance with the requirements of this code section.
2. The City is authorized, upon notification to the property owner, to randomly inspect the property to determine compliance with the requirements of this code section.

I. Non-compliance

If at any time a property owner is determined to be non-compliant with this Code section, the City reserves the right to pursue corrective actions under Section 205.280J.

J. Corrective Actions

The City has all of the following remedies and enforcement powers:

1. Impoundment

Impoundment of fowl shall be done in accordance with Section 205.115 of City Code.

2. Revocation of Permit

A permit may be revoked when the City Manager determines that the property owner is not in compliance with the provisions of this code section.

3. Citation

The City Manager may authorize the issuance of a citation to the property owner for a violation of this code section or any applicable section of City Code.

4. Injunctive Relief

The City may seek an injunction or other equitable relief in court to stop any violation of this code section, or any applicable section of City Code, or permit issued under this code section.

5. Other Remedies

The City will have such other remedies and enforcement powers as may be granted by Missouri law and the City Code.

K. Penalties

Any person, firm or corporation violating or failing to comply with any of the provisions of this Chapter or Section shall be, upon conviction or a plea of guilty, subject to the general penalty provision provided for in Section 100.220 of the City Code.

L. Appeal Process

1. Any decision or determination made under this code section by City staff may be appealed to the City Manager. An appeal shall be filed within ten days of the date the decision or determination was made.
2. Any decision or determination made by the City Manager may be appealed to the City Council. An appeal shall be filed within ten days of the date the decision or determination was made. City Council shall consider the appeal at the next regular meeting of the Council.

Section 2. Section 205.230B of the City Code of Ordinances is amended as follows:

SECTION 205.230: - EXOTIC AND WILD ANIMALS

- B. **With the exception of areas zoned A, RE, RR, R-1A and R-1, t**The following animals are **specifically prohibited:** ~~exempt from the aforementioned, for instance: canaries, ducks, finches, parakeets, love birds, parrots, soft-bill birds,~~

~~fishes, non poisonous snakes, potbellied pigs, ferrets, American otters raised in captivity, turtles, salamanders, hedgehogs, non poisonous spiders and non poisonous reptiles and amphibians.~~ chickens, turkeys, pot bellied pigs, ducks, sheep, goats, and otters.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 24TH DAY OF JUNE, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF JULY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 24, 2019

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3467 - 2019 Street Preservation Project

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.3 Improve safety for all modes of travel throughout the city.

FINANCIAL IMPACT

Award To:	Superior Bowen Asphalt Company
Amount of Request/Contract:	\$806,488.79
Amount Budgeted:	\$800,000 (fund 36) \$200,000 (fund 37)
Funding Source/Account#:	Transportation Fund (36) Excise Fund (37)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 2019	October 2019

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2019 Street Preservation Project involves the mill and overlay of City streets originally approved by Council at a recent work session.

Bids were received on May 30:

Superior Bowen Asphalt	\$557,400.00
JM Fahey Construction Co.	\$565,091.00
Metro Asphalt, Inc.	\$695,094.75

Superior Bowen Asphalt was determined to be the lowest and best bidder.

Because of the favorable pricing for the original, Council-approved work, staff was able to include additional previously identified roads to the project taking the total project amount to \$806,488.79. The remaining funds in the \$1 million budget will be used for preventative maintenance and patching throughout the City.

Staff recommends the contract for the 2019 Street Preservation Project to be awarded to Superior Bowen Asphalt Co., LLC.

BILL 3467

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SUPERIOR BOWEN ASPHALT CO., LLC FOR THE 2019 STREET PRESERVATION PROJECT, CITY PROJECT NUMBER 19-333-201, IN THE AMOUNT OF \$806,488.79 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the 2019 Street Preservation project was included in the 2019 Capital Budget; and

WHEREAS, the City Council finds the improvements are necessary and finds it to be in the best interest of public health, safety, and welfare; and

WHEREAS, bids for this project were received on May 30, 2019; and

WHEREAS, staff recommends award of the contract to Superior Bowen Co., LLC in the amount of \$806,488.79.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is authorized to enter into a contract in the amount of \$806,488.79 with Superior Bowen Asphalt Co., LLC, for the 2019 Street Preservation Project.

Section 2. The City Manager and City Clerk are authorized to execute the contract, attached as Exhibit A.

Section 3. The City Manager is authorized to approve change orders for this project within established budget constraints.

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

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

DULY READ THE FIRST TIME THIS 24TH DAY OF JUNE, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF JULY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

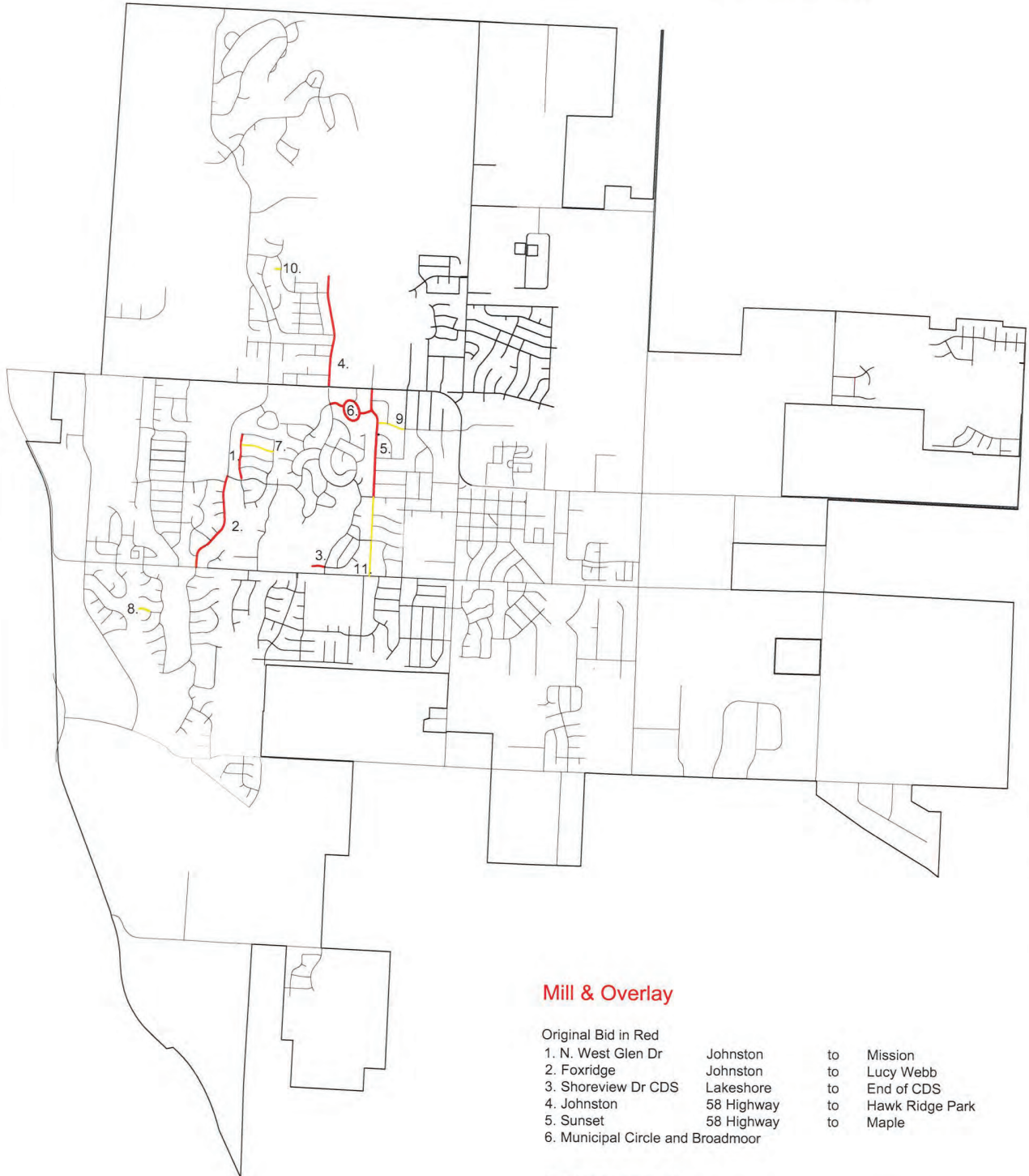
APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

2019 Street Preservation Location Map



Mill & Overlay

Original Bid in Red

1. N. West Glen Dr	Johnston	to	Mission
2. Foxridge	Johnston	to	Lucy Webb
3. Shoreview Dr CDS	Lakeshore	to	End of CDS
4. Johnston	58 Highway	to	Hawk Ridge Park
5. Sunset	58 Highway	to	Maple
6. Municipal Circle and Broadmoor			

Additional work in yellow

7. Cooper	N West Glen	to	N East Glen
8. Rolling Rock	Moss Creek	to	End of CDS
9. Pine	Sunset	to	Park
10. Deaton	Hampton	to	End of CDS
11. Sunset	Maple	to	Lucy Webb



CITY OF RAYMORE
CONTRACT FOR SERVICES

2019 Street Preservation

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 8th day of July, 2019, between Superior Bowen Asphalt Co. LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 520 W Pennway Street, Suite 300, Kansas City, MO 64108, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of July 8, 2019 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal #19-333-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage

requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **60** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$806,488.79.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tools, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this

contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Raymore and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 25) if project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right

to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications.

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2016 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with the bid specifications.

ARTICLE XI REQUIRED SAFETY TRAINING

- A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;
- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

(SEAL)

SUPERIOR BOWEN ASPHALT CO., LLC

By: _____

Title: _____

Attest: _____

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

2019 Street Preservation

ANTICIPATED SCOPE OF SERVICES:

- 48150 sq yds of 2" full depth milling
- 5300 tons of 2" Type 3 Recycled overlay
 - Tack oil is to be UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge applied at the residual rate of .06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken.
 - Milled surface is to be cleaned by a vacuum sweeper immediately prior to tacking.
- 1300 tons of full depth patching, Type 1 Recycled asphalt. A large portion of this tonnage will be on Kurzweil.
- Shoreview Drive is full-depth reconstruction.
- 1050 linear feet of full depth crack repair on two streets
- Re-striping Municipal Circle, the Foxridge/Lucy Webb, Johnston/58 Highway, and Sunset/58 intersections.
- See map for specific streets and treatments

1. SPECIFICATIONS WHICH APPLY

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2013 and all subsequent revisions.

2. PROJECT AWARD

Award of this project will be based upon the sum of the bid schedules. The Contractor however, shall take special consideration of the "Information for Bidders" section of the project contract documents; in particular, Evaluation of Bids in submitting their unit prices.

The City of Raymore preserves the right to increase, reduce or delete any bid items after award of the contract. No adjustments will be made to the unit prices bid on the contract for any items because of increase, reduction or deletion.

3. PROJECT COMPLETION AND SCHEDULE

It is expected that Notice to Proceed shall be issued June 2019.

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" October 2013 shall be amended to include the following:

Contractor shall complete work within 60 calendar days of execution of the Notice to Proceed.

4. ENGINEER

The City of Raymore Public Works Director or his/her designee shall be the Engineer for this project.

5. GENERAL CONDITIONS

The General Conditions shall be modified as follows. All provisions of the General Conditions which are not so modified or supplemented shall remain in full force and effect.

GC 6.02: Add "No. 1 Change Orders" and "No. 2 Addenda" to the order of preference list.

6. MEASUREMENT AND PAYMENT

It is the intent of the proposal that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all the materials, equipment, supplies, and appurtenances, and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the bid. No item or work that is required by the contract documents for the proper and successful completion of the contract will be paid for outside of or in addition to the prices submitted in the bid. All work not specially set forth in the proposal as a pay item shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

A. **Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

B. **Full Width Milling:** Full Width Milling shall be paid for at the unit bid price per square yard. The unit bid price shall include

all materials, labor, equipment, traffic control, hauling and disposal of millings to complete the work. Contractor to retain the millings.

- C. **2" Type 3 Recycled Overlay:** 2" Type 3 Recycled Overlay shall be paid for at the unit bid price per ton.. The unit bid price shall include all materials, labor, equipment required to place and compact a 2" thick surface mat. Tack oil is subsidiary to this line item and UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge, CAT-TAC Trackless Tack manufactured by Hunt Refining or an approved trackless tack is specified for this project.
- D. **Full Depth Patching:** Full Depth Patching shall be paid for at the unit bid price per ton. The unit bid price shall include all materials, labor and equipment required to remove and dispose of existing asphalt to subgrade. Asphalt shall be Type 1 Recycled if the patch is to be overlaid or Type 2 Recycled if the patch is full depth to the surface (expected on Kurzweil).
- E. **Full Depth Crack Repair:** Full Depth Crack Repair shall be paid for at the unit bid price per linear foot. The unit bid price shall include all materials, equipment and labor required to remove and dispose of asphalt on either side of the crack, down to the subgrade, and to place and compact Type 1 Recycled asphalt back to within two inches of the existing surface or to the level of the milled surface.
- F. **Striping and Arrows:** Striping shall be paid for at the unit bid price per linear foot arrows at the unit bid price per each. The unit bid price shall include all materials, labor and equipment required to replace the existing traffic markings The striping and arrows shall be MoDoT approved High Build Acrylic Waterborne Pavement Marking Paint.
- G. **Traffic Control:** Traffic Control shall be considered a lump sum for payment. The unit bid cost for this item shall include all materials, labor and equipment required to provide a safe working environment including, but not limited to, all signage to control traffic through the work area as required by the MUTCD.

7. ADDITIONAL BIDDING INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
19-333-201

Appendix B
General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Public Works Director or their authorized representative(s) in consultation with the Finance Director. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Public Works Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of July, 2019.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

\$1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Rented Premises
\$ 5,000 Medical Expense Limit
\$1,000,000 Personal and Advertising Injury
\$2,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit
\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 25 for Cass County, Missouri, USA.

G. Invoicing and Payment

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoices shall be based on the following schedule:

At completion of work – 95% of the contract amount with 5% held for retainage – the 5% retainage will be held until acceptance of the project by the Raymore City council, at which time final payment will be made. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Raymore unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Bidder/Contractor shall provide complete cooperation during any such investigation.

Third party payment arrangements will not be accepted by the City.

H. Cancellation

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Bidder/Contractor. Any contract cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. Contractual Disputes

The Contractor shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

The Bidder acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Bidder further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 25). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (section 290.250, RSMo).

Q. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

Certificate copies must be submitted with the RFP, if project utilizes any of the contractors listed herein; Class A & B Contractors, Electricians, Plumbers and Mechanical Contractors.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor’s License from a reciprocating city; OR provide proof of a Bachelor’s degree in Structural Engineering, Architecture or Construction Science.

R. *Mobilization, Bonds and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%
25%	75%
50%	100%

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in an amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

T. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such

other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Payment Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

V. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

W. Rejection of Bids

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

X. Release of Information

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

Y. American Products

Pursuant to RSMo 34.353 for Contracts over \$25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
 - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,
 - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

Z. Affidavit of Work Authorization and Documentation

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

PROPOSAL FORM A
RFP 19-333-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Mathew Bowen having authority to act on behalf of (Company name) Superior Bowen Asphalt Co, LLC do hereby acknowledge that (Company name) Superior Bowen Asphalt Co, LLC will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Superior Bowen Asphalt Co, LLC

ADDRESS: 520 W Pennway St
Street

ADDRESS: Kansas City, MO 64108
City State Zip

PHONE: 816 921-8200

E-MAIL: mmorrison@superiorbowen.com

DATE: 5/30/2019
(Month-Day-Year)

Mathew Bowen Vice President
Signature of Officer/Title

DATE: _____
(Month-Day-Year)

Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- MBE (Minority Owned Enterprise)
 WBE (Women Owned Enterprise)
 Small Business

PROPOSAL FORM B
RFP 19-333-201

CONTRACTOR DISCLOSURES

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No X
 2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No X
 3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No X
 4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes X No ___
 5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No X
 6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No X
 7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No X
 8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No X
- *With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No X
 10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No X

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

___ Yes X No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

___ Yes X No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interest with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
 RFP 19-333-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person/Email
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	City of Blue Springs
ADDRESS	
CONTACT PERSON	Jeff Sell
CONTACT EMAIL	jsell@bluespringsgov.com
TELEPHONE NUMBER	816 228-0235
PROJECT, AMOUNT AND DATE COMPLETED	Blue Springs Overlay 2019 \$2,389,000 Current Project

COMPANY NAME	City of Liberty
ADDRESS	
CONTACT PERSON	John Findlay
CONTACT EMAIL	jfindlay@libertymo.gov
TELEPHONE NUMBER	816 439-4507
PROJECT, AMOUNT AND DATE COMPLETED	Liberty Overlay 2019 \$1,073,709.00 Current Project

COMPANY NAME	Platte County
ADDRESS	
CONTACT PERSON	Bob Heim
CONTACT EMAIL	bheim@co.platte.mo.us
TELEPHONE NUMBER	816 858-2223
PROJECT, AMOUNT AND DATE COMPLETED	Platte County Overlay 2019 \$1,047,682.00 5/2019

COMPANY NAME	Platte City Special Overlay Road District
ADDRESS	
CONTACT PERSON	Frank Offutt
CONTACT EMAIL	frank.pcsrd@gmail.com
TELEPHONE NUMBER	816 8582342
PROJECT, AMOUNT AND DATE COMPLETED	Platte City Special Overlay 2019 \$711,000.00 4/2019

COMPANY NAME	Clay County
ADDRESS	
CONTACT PERSON	Terri Griffen
CONTACT EMAIL	tgriffen@claycountymo.gov
TELEPHONE NUMBER	816 407-3300
PROJECT, AMOUNT AND DATE COMPLETED	Clay County Overlay 2018 \$631,675 8/2018

State the number of Years in Business: 70

State the current number of personnel on staff: 250

PROPOSAL FORM D

RFP 19-333-201

Proposal of Superior Bowen Asphalt Co, LLC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as a corporation (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 19-333-201 – 2019 Street Preservation.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

BID PROPOSAL FORM E – Project No. 19-333-201

2019 Street Preservation Revised Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	Lump Sum	1	575.00	575.00
Full Width, 2" Deep Milling	Sq Yds	58932	1.47	86630.04
2" Type 3 Recycled Overlay	Tons	6345	63.55	403224.75
Full Depth Patching, Recycled Type 1	Tons	1600	84.55	135280.00
Reconstruction 2" Surface	Tons	420	64.05	26901.00
Reconstruction 6" Base	Tons	1260	84.25	106155.00
Full Depth Crack Repair	Lin Ft	1370	26.10	35757.00
12" White Stop Bar	LF	130	5.70	741.00
6" White Cross Walk	LF	625	3.50	2187.50
4" Yellow Stripe	LF	250	1.15	287.50
4" White Stripe	LF	330	2.30	759.00
Left Arrows	Each	6	150.00	900.00
Right Arrows	Each	2	150.00	300.00
Combo Arrows, Straight-Left	Each	2	300.00	600.00
4" White Stripe, Municipal Circle	LF	1170	2.30	2691.00
Traffic Control	Lump Sum	1	3500.00	3500.00

**Total Bid for Project
 Number: 19-333-201**

\$

In blank above insert numbers for the sum of the bid.

806,488.79

(\$)

In blank above write out the sum of the bid.

**BID
 OF:**

Superior Bowen Asphalt Co. LLC

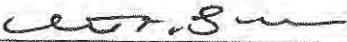
(Firm Name)

SP-1

Chris Bowen
 6-14-19

***REVISED* BID PROPOSAL FORM E - RFP 19-333-201
CONTINUED**

Company Name Superior Bowen Asphalt Co, LLC

By 
Authorized Person's Signature

Mathew Bowen, Vice President
Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Company Address _____

Addendum No. _____

520 W Pennway

Addendum No. _____

Kansas City, MO 64108

Addendum No. _____

Phone 816 921-8200

Addendum No. _____

Fax 816 921-8251

Email mmorrison@superiorbowen.com

Date 5/30/2019

LATE BIDS CANNOT BE ACCEPTED!



Company ID Number: 181510

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Superior Bowen Asphalt Company LLC (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
 2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
 3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
-

E-Verify



Company ID Number: 181510

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Superior Bowen Asphalt Company LLC

Greg D Strook

Name (Please Type or Print)

Electronically Signed
Signature

01/16/2019
10:41

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Electronically Signed
Signature

01/16/2019
10:41

CITY OF RAYMORE

100 Municipal Circle · Raymore, MO. 64083
Phone · 816-892-3045 · Fax · 816-892-3093

RAYMORE
come home to

ADDENDUM NO. 1

2019 Street Preservation

Project #19-333-201

All plan holders are hereby notified and agree by signature below, that the proposal includes consideration of the following changes, amendments, and/or clarifications and costs associated with these changes and are included in the proposal.

Addendum No. 1 - Questions and Clarification

1. What two streets require the crack repair?

Answer: Sunset and Fox Ridge

2. What are the details for full depth asphalt reconstruction on Shoreview?

Answer: 6" Type 1R base and 2" Type 3R surface.

3. Is the full depth reconstruction of Shoreview Drive included under the full depth patching bid item?

Answer: This item will be broken out and added as a new bid line items.

4. Revised Bid Proposal Form E: **Attached.**

5. Companies attending Pre-Bids:

J.M. Fahey
Metro Asphalt, Inc.
Superior Bowen
Phillips Paving

Any other questions regarding this proposal shall be submitted to Margie Sullivan, Administrative Assistant for Engineering by email at msullivan@raymore.com. There will be no questions allowed after May 27th, 2019 at 5 p.m.

I hereby certify that the above have been considered and associated costs have been included in this bid.

Company Name: Superior Bowen Asphalt Co, LLC

By: Mathew Bowen

Title: Vice President

Address: 520 W Pennway

City, State, Zip: Kansas City, MO 64108

Date: 5/30/2019 Phone: 816 921-8200

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, JUNE 3, 2019, 6:30 P.M., AT RAYMORE CITY HALL. PRESENT: COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER MIKE EKEY, AND CITY ATTORNEY JONATHAN ZERR.

Mayor Pro Tem Holman called the work session to order at 6:30 p.m.

A. Road Costs - Kurzweil, Ward, Kelly

Public Works Director Mike Krass provided the City Council with estimated costs to repair these deteriorating roads and in some cases provide enhancements to them.

B. MoDOT Improvements - 58 Highway at Prairie Lane and Ward

Public Works Director Mike Krass provided an overview of the MoDOT improvements to the intersections of 58 Highway at Prairie Lane and Ward Road. These improvements are expected to be completed in 2021. MoDOT has determined that roundabouts are the safest long term solution. A 3-legged intersection is planned at Ward Road and 58 Highway. The plan for Prairie Lane and 58 Highway includes offsetting the roundabout slightly to the west and possibly lowering the intersection to improve sight lines.

C. Board and Commission Appointments

City Manager Jim Feuerborn presented Mayor Turnbow's recommendations for Board and Commission appointments to the Council.

D. Other

The work session of the Raymore City Council adjourned at 7:28 p.m.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, JUNE 4, 2019**, IN THE COUNCIL CHAMBERS OF CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN WILLIAM FAULKNER, KELLY FIZER, JIM PETERMANN, MARIO URQUILLA AND MATTHEW WIGGINS. ABSENT WERE MELODIE ARMSTRONG, ERIC BOWIE, CHARLES CRAIN AND MAYOR KRIS TURNBOW. ALSO PRESENT WAS ASSOCIATE PLANNER DAVID GRESS AND CITY ATTORNEY JONATHAN ZERR.

1. **Call to Order** – Chairman Faulkner called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Faulkner declared a quorum present to conduct business.
4. **Personal Appearances** – None
5. **Consent Agenda**

- a. **Approval of the minutes of the May 21, 2019 meeting**

Motion by Commissioner Urquilla, Seconded by Commissioner Wiggins, to approve the May 21, 2019 minutes, including the corrections as noted.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Absent
Commissioner Bowie	Absent
Commissioner Crain	Absent
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Absent

Motion passed 5-0-0.

6. **Unfinished Business - None**
7. **New Business -**

- A. **Case #19006 - Lofts at Fox Ridge Site Plan Amendment**

Cassie Paben, representing the applicant GCP 711 Raymore LLC, presented the application to the Commission. Ms. Paben stated the site plan was originally approved in the fall of 2018. This amendment requests to modify the larger western building that was proposed in the back of the site by creating two separate buildings and adding garage units throughout the site.

Ms. Paben stated they anticipate to start site work in late summer or early fall.

Chairman Faulkner asked why covered parking spaces were included.

Ms. Paben stated when the larger back building was changed to two buildings, the planned parking area under the building was eliminated and those spaces had to be shifted elsewhere on the site. It made sense to provide covered parking stalls.

City Attorney Jonathan Zerr asked the applicant if they were agreeable to the conditions identified in the staff report for the project.

Ms. Paben stated the applicant is in agreement with the conditions.

Chairman Faulkner asked if the conditions for the amended site plan were the same as those initially established with the site plan.

Associate Planner David Gress commented that the conditions are the same but one condition that stipulated the site plan was contingent upon rezoning and plat approval was eliminated since those actions have now been completed.

Chairman Faulkner asked if the same number of parking spaces as originally approved are still provided.

Mr. Gress stated the number of parking spaces is similar to what was approved in 2018.

Mr. Gress provided the staff report for the application. He provided an overview of the project and indicated the clubhouse and pool area have been reconfigured.

Commissioner Wiggins asked for confirmation that the 609 identified parking spaces includes the garage spaces.

Mr. Gress indicated the garage spaces are included in the 609 total parking space number.

Chairman Faulkner asked about open space at the northeast corner of the site and if any changes were made in that area.

Mr. Gress indicated no changes were made.

Motion by Commissioner Urquilla, Seconded by Commissioner Petermann, to accept the staff proposed findings of fact and approve case #19006, Lofts at Fox Ridge Site Plan Amendment, subject to the conditions listed in the staff report.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Absent
Commissioner Bowie	Absent
Commissioner Crain	Absent
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Absent

Motion passed 5-0-0.

B. Case #19009 - Annual Review of the Unified Development Code

Mr. Gress presented the annual report that has been completed by staff. There are 9 topics staff wanted to review with the Commission for a potential amendment to the code.

Topic 1. In all instances referring to “Community Development Director” change to “Development Services Director”.

Topic 2. In all instances referring to “Community Development Department” change to “Development Services Department”.

Mr. Gress stated the first 2 topics are interrelated. In the fall of 2018 the name of the department was changed to Development Services and that change should be reflected in the UDC.

Topic 3. Section 465.020C5 is repealed in its entirety and re-enacted as follows:

Section 465.020 Planning and Zoning Commission

C. Terms

5. The City Council may remove any citizen member for cause stated in writing and after public hearing. The Mayor may, with the consent of the majority of the Council members, remove any member for misconduct or neglect of duty. A member’s unexcused absence from three consecutive regular meetings in a 12-month period, or more than twenty-five percent (25%) of the Commission’s regular meetings in a 12-month period, constitutes neglect of duty.

Mr. Gress stated staff is recommending the code change to be consistent with the requirements currently applicable to City Council members, Park Board members, and Arts Commission members.

Chairman Faulkner asked for clarification on what constitutes excused or unexcused absences.

Mr. Zerr stated there was some discussion on the topic by the Charter Review Commission. One example provided is if you announce that you will be absent at a future meeting, the absence can be considered an excused absence. If you are absent and do not advise anyone in advance, that absence can be considered an unexcused absence.

Topic 4. 4. Section 480.030C3 is added as follows:

Section 480.030 Remedies and Enforcement Powers

C. Revocation of Plans or Other Approvals

3. When a violation of this Code involves a failure to comply with a condition of approval of a Variance of Use, the Board of Adjustment may revoke the Variance of Use. The Development Services Director must provide notice to the person found to be in violation. The Board of Adjustment shall hold a public hearing prior to the revocation of any Variance of Use.

Mr. Gress commented that staff is requesting to add the language to ensure all conditions of approval for a property owner under a variance of use are complied with. The Board of Adjustment should have the ability to revoke the variance of use if conditions are not followed.

Topic 5. Section 470.160 is amended by the addition of the following:

Section 470.160 Site Plan Review

C. Pre-Application Conference

Prior to filing an application for site plan approval, the applicant must attend a pre-application conference in accordance with Section 470.010B.

Mr. Gress commented that the proposal is to include language on the requirement under the code section applicable to site plan review.

Topic 6. Section 420.010A4 is amended by the addition of the following:

Section 420.010 Use-Specific Standards, Residential Uses

A. Single-Family Attached and Multiple-Family Dwellings

4. Building Design

Attached single-family and multiple-family dwellings must:

- a. be designed with windows and/or doors on all building facades that face a street to avoid the appearance of blank walls; and
- b. be designed with garage doors or carports facing an alley, where there is an alley serving the site, or facing an interior driveway, whenever possible. Where attached garages face a public street, they may not extend more than five feet beyond the street facing facade.
- c. provide at least three of the following architectural design elements:
 - 1. changes in the roofline at intervals not greater than 40 feet in continuous length, such as variations in roof pitch, overhangs, projections, and extended eaves;
 - 2. distinctive window patterns that are not repeated within groupings of up to four dwelling units;
 - 3. variations in the setback of the front facade of the building by at least five feet between adjoining dwelling units;
 - 4. Stepbacks or projections on the facade of at least two feet in depth and four feet in width at intervals of not more than 30 feet;
 - 5. balconies, bays, or changes in the wall plane of the front facade of the building;
 - 6. garage door entrance(s) for automobiles located at the side or rear of the building; or
 - 7. other architectural elements that the Development Services Director determines accomplish the objective of visually dividing the structure into smaller identifiable sections.

Mr. Gress stated that staff is requesting to add to the building design standards that would be

applicable to new multi-family developments. The added language provides options that the builder/developer can select from when designing new buildings. The elements would reduce the monotony that can exist when exterior building plans are repeated for adjacent multi-family buildings.

Mr. Gress explained that the proposal allows the applicant to choose those design elements they would like to incorporate into a project.

Topic 7. Section 420.010A is amended by the addition of the following:

Section 420.010 Use-Specific Standards, Residential Uses

A. Single-Family Attached and Multiple-Family Dwellings

7. Guest Parking

Off-street parking spaces shall be provided for quest parking in multi-family developments that contain more than four (4) dwelling units. One quest parking space shall be provided for every four (4) units in a development.

8. Trash Enclosures

Trash and recycling receptacles shall be provided within the development for the use of residents. The receptacles shall be screened in accordance with Section 430.110.

9. Foundation As-Built Drawings Required

As-built drawings of the building foundation may be required by the Public Works Director prior to the commencement of building framing for each multi-family dwelling unit under construction.

Mr. Gress commented that staff is requesting the additional standards for proposed new multi-family developments to eliminate issues that have appeared in other multi-family developments in the City.

Commissioner Wiggins asked for clarification on the language for trash and recycling receptacles. He thought the language may not be clear whether dumpsters or carts were being required.

Mr. Gress stated the language will apply to both townhome units and apartment communities.

Topic 8. Section 425.020A is amended by the addition of the following:

Section 425.020 Off-Street Parking Requirements

A. Parking Spaces Required

Off-street parking spaces are required as specified in the table below:

Use	Minimum Parking Spaces Required
RESIDENTIAL USES	
Household Living	
Single-family Dwelling, Detached (conventional)	2 per dwelling unit
Single-family Dwelling, Attached	2 per dwelling unit, plus 0.25 per dwelling unit for guest parking

Two-family Dwelling (Duplex)	2 per dwelling unit
Multi-family Dwelling (3+ units)	1.5 per dwelling unit, plus 0.25 per dwelling unit for guest parking
Cluster Residential Development	2 per dwelling unit
Manufactured Home Park	2 per manufactured home
Dwelling Units Located Above the Ground Floor	1.5 per dwelling unit
Employee Living Quarters	2 per dwelling unit

Mr. Gress stated the amendment incorporates the requirement of providing guest parking spaces in new multi-family developments.

Topic 9. Section 445.03016 is amended as follows:

Section 445.030 Subdivision Design and Layout

I. Streets

6. Street Dimensions

- a. All streets must conform to the following requirements contained in the City of Raymore Technical Specifications and Design Criteria Manual.

	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Local	Cul-de-sac	Alley	Pedestrian Way
Minimum right-of-way width (feet)	400	80	80	60	50	Per-Design Manual ²		
Maximum grade¹ (%)	6	6	6	8	40	45 (40 for turnaround only)	10	45
Minimum curve radius (feet)	500	250	250	200	450			
Minimum tangents between reverse curves (road centerline dimension, in feet)	400	400	400	400				

¹Unless necessitated by exceptional terrain and subject to the approval of the Director of Public Works.

²See City of Raymore Technical Specifications and Design Criteria Manual for cul-de-sac design requirements

- b. All changes in street grade shall be connected by vertical curves and be designed for safe stopping sight distance as determined by the project engineer. Wherever practical, street grades shall be established in such a manner to avoid excessive grading or promiscuous removal of ground cover and tree growth, and a general leveling of the terrain. Grades so established will reduce hazards by maintaining adequate sight distance for classification of streets and design speeds.

- c. The developer may request a variance to the above curve and tangent requirements based on engineering considerations of topography, length of street, number of curves and other factors which may dictate a lesser radius. Such request may be approved by the Director of Public Works.

7. Standard Street Sections and Details

The City of Raymore Technical Specifications and Design Criteria Manual shall be used for future residential, minor collector and arterial streets, and major collector and arterial streets constructed within the City of Raymore. The following additional standards are also required:

d. Design for Persons with Disabilities

Access ramps for disabled persons must be installed whenever new curbing or sidewalks are constructed or reconstructed in the City of Raymore. Such ramps must conform to the Americans with Disabilities Act (ADA) standards subject to review and approval by the Director of Public Works. These standards apply to any City street or

~~connecting street for which curbs and sidewalks are required by this chapter, on which curb and sidewalk have been prescribed by the City Council or where sidewalks have been provided by the developer.~~

e. ~~Approval of Grades~~

~~Profiles of streets must be submitted to and approved by the Director of Public Works. Submittal information required for review of the preliminary plat must include preliminary street profiles. Final calculated street profiles will be required in submittal of construction plans required during review of the final plat.~~

f. ~~Maximum and Minimum Grades~~

~~The grades of all streets may not be greater than the maximum grades for each classification as set forth in this section, except where topographical conditions unquestionably justify a departure from this maximum, as determined by the Director of Public Works. The minimum grade for all streets must be eight-tenths percent. The minimum grade must be at least one percent wherever possible.~~

Mr. Gress indicated staff is requesting to eliminate conflicting language contained in the UDC by referencing the City design manual.

Mr. Gress discussed two general topics that staff is currently completing research on: Small Wireless Facilities and Medical Marijuana Facilities. Mr. Gress stated staff is completing research on both topics as recent changes in the Missouri Constitution and State Statute has created a need for City action on the topics.

Commissioner Urquilla asked if staff would be researching marijuana regulations that have been adopted in Colorado.

Mr. Zerr stated much research has been done on the topic and the Mid America Regional Planning Council has taken a lead on gathering information on the topic to share with regional communities.

Commissioner Urquilla asked about the conflict between the Federal law and Local law as it applies to medical marijuana.

Mr. Zerr commented that the City will rely upon the state guidance and regulations as we move forward in creating local regulations.

Motion by Commissioner Urquilla, Seconded by Commissioner Wiggins to accept the staff recommendations contained in the annual report and instruct staff to proceed forward with an amendment to the Unified Development Code.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Absent
Commissioner Bowie	Absent
Commissioner Crain	Absent
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Absent

Motion passed 5-0-0.

8. City Council Report

Mr. Zerr indicated Council has not met, other than a work session, since the last Commission meeting.

9. Staff Report

Mr. Gress provided an overview of the upcoming cases to be considered by the Commission.

10. Public Comment

Sarah Gaston, 400 N. Park Drive, thanked the Commission for the work that was done at the Commission meeting regarding the keeping of fowl.

11. Commission Member Comment

Commissioner Urquilla stated he is excited about several of the projects that will be occurring

12. Adjournment

Motion by Commissioner Wiggins, Seconded by Commissioner Petermann, to adjourn the June 4, 2019 Planning and Zoning Commission meeting.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Absent
Commissioner Bowie	Absent
Commissioner Crain	Absent
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Absent

Motion passed 5-0-0.

The June 4, 2019 meeting adjourned at 7:53 p.m.

Respectfully submitted,

Jim Cadoret

PROCLAMATION

WHEREAS, by working to provide hope and positive vision, Optimist International has been "Bringing Out The Best in Kids" for the past 100 years; and

WHEREAS, the Optimist purposes are to develop optimism as a philosophy of life utilizing the tenets of the Optimist Creed, promote an active interest in good government and civic affairs, inspire respect for law, promote patriotism and work for international accord and friendship among all people, aid and encourage the development of youth in the belief that the giving of one's self in service to others will advance the well-being of humankind, community life and the world; and

WHEREAS, the men and women that belong to Optimist Clubs are known for their upbeat attitudes and for believing in young people and empowering them to be the best they can; and

WHEREAS, the Ray-Pec Sunrise Optimist Club, chartered in June 1980, is committed to serving our community and improving the lives of children.

NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, do hereby proclaim June 24, 2019 as

Optimist Day

throughout the communities of Raymore and Peculiar and encourage citizens to recognize the many contributions made by the Ray-Pec Sunrise Optimist Club.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 24th day of June, 2019.

Kristofer P. Turnbow, Mayor

