

## **AGENDA**

Raymore City Council Regular Meeting  
City Hall – 100 Municipal Circle  
Monday, July 22, 2019

7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**

- A. Status of Capital Improvements (pg 9)
- B. Public Works (pg 11)
- C. Parks and Recreation (pg 13)
- D. Communications Report
- E. Monthly Financial Report (pg 19)

- 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, July 8, 2019 (pg 29)
- B. 2018 Inflow and Infiltration Reduction - Acceptance and Final Payment

Reference: - Resolution 19-40 (pg 41)

The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications.

C. Appointment of Bob Berry to the Ward 1 seat on the Arts Commission

Reference: - Resolution 19-41 (pg 43)

Mayor Turnbow has appointed and reassigned Robert Berry, a Ward 1 representative, to fill the unexpired term of Sharon Parys on the Arts Commission. The appointment is now before the City Council for approval.

D. Appointment of Jason Boehner to the Ward 3 seat on the Arts Commission

Reference: - Resolution 19-42 (pg 45)  
- Volunteer Application (pg 46)

Mayor Turnbow has appointed Jason Boehner, a Ward 3 representative, to fill the expired term of Harriet Lawrence on the Arts Commission. The appointment is now before the City Council for approval.

E. Appointment of Pamela K. Simpson to the At-Large seat on the Arts Commission

Reference: - Resolution 19-43 (pg 47)  
- Volunteer Application (pg 48)

Mayor Turnbow has appointed Pamela Simpson to fill the at large vacant seat following the reassignment of Robert Berry on the Arts Commission. The appointment is now before the City Council for approval.

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

A. 31st Amendment to the Unified Development Code - Medical Marijuana Facilities

Reference: - Agenda Item Information Sheet (pg 51)  
- Bill 3468 (pg 53)  
- Staff Report (pg 59)

The 31st amendment to the Unified Development Code proposes to allow medical marijuana facilities in certain zoning districts and establishes minimum separation distances between the facilities and certain sensitive land uses.

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|---|
| <ul style="list-style-type: none"><li>• Planning &amp; Zoning Commission, 07/02/19: Approved 9-0</li><li>• City Council, 07/08/19: Approved 7-0</li></ul> |
|---|

B. Establishing Chapter 660: Medical Marijuana Facilities

Reference: - Agenda Item Information Sheet (pg 65)  
- Bill 3469 (pg 67)

This new Chapter of City Code establishes the restrictions for medical marijuana facilities to locate in the City.

- City Council, 07/08/19: Approved 7-0

C. HyVee Conditional Use Permit - Fueling Station

Reference: - Agenda Item Information Sheet (pg 73)  
- Bill 3470 (pg 75)  
- Staff Report (pg 77)  
- Conceptual Site Plan (pg 85)  
- Building Interior Plan (pg 86)

Hy-Vee Inc. filed a request to place fueling pumps at its Fast & Fresh store proposed for the southwest corner of Fox Ridge Drive and 58 Highway.

- Planning and Zoning Commission, 07/02/19: Approved 9-0
- City Council, 07/08/19: Approved 7-0

D. Award of Contract - 2019 Inflow and Infiltration Project

Reference: - Agenda Item Information Sheet (pg 87)  
- Bill 3466 (pg 89)  
- Contract (pg 91)

This contract provides for the continuation of the City's Inflow and Infiltration abatement program which reduces clean water from entering the City's sanitary sewer system. Staff recommends approval of Bill 3466 awarding contract to Breit Construction LLC for the 2019 Inflow and Infiltration Reduction Project.

- City Council, 07/08/19: Approved 7-0

E. Award of Contract - Hawk Ridge Park Lighting

Reference: - Agenda Item Information Sheet (pg 131)  
- Bill 3474 (pg 133)  
- Proposal (pg 135)

This project calls for lighting along the boardwalk at Hawk Ridge Park. Staff is recommending award of this contract to Black & McDonald.

- City Council, 07/08/19: Approved 7-0

F. Award of Contract - Custom Ice Inc. - T.B. Hanna Improvements

Reference: - Agenda Item Information Sheet (pg 137)  
- Bill 3471 (pg 139)  
- Contract (pg 141)

This contract with Custom Ice Inc. is for the purchase and installation of a custom ice rink as part of the T.B. Hanna Station Improvement Projects.

- Parks and Recreation Board, 06/25/19: Approved, 7-0
- City Council, 07/08/19: Approved 7-0

G. Budget Amendment - Parks and Recreation Trails

Reference: - Agenda Item Information Sheet (pg 183)  
- Bill 3473 (pg 185)

An amendment to the FY19 Capital Budget for trail improvements associated with the Hawk Ridge Park Loop Trail and the Recreation Park Pedestrian Bridge Replacement projects.

- Parks and Recreation Board, 06/25/19: Approved, 7-0
- City Council, 07/08/19: Approved 7-0

H. Agreement with Cass County for Tax Collection Services

Reference: - Agenda Item Information Sheet (pg 193)  
- Request Letter (pg 195)  
- Bill 3472 (pg 197)  
- Agreement (pg 199)

At the request of Cass County Collector Chris Molendorp, Bill 3472 will consider an updated agreement with Cass County for the collection of annual taxes.

- City Council, 07/08/19: Approved 7-0

**10. New Business. First Reading.**

A. Award of Contract - Dean Avenue Meter Vault Project

Reference: - Agenda Item Information Sheet (pg 205)  
- Bill 3475 (pg 207)  
- Contract (pg 209)

Staff recommends approval of Bill 3475 awarding contract to Breit Construction LLC for the Dean Avenue Meter Vault Project.

B. FY 2019 Budget Amendment - Dean Avenue Meter Vault

Reference: - Agenda Item Information Sheet (pg 245)  
- Bill 3477 (pg 247)

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

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

**12. Mayor/Council Communication.**

**13. Adjournment.**

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Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 07/15/19 (pg 251)
  - Planning and Zoning Commission minutes, 07/02/19 (pg 253)
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### **EXECUTIVE SESSION (CLOSED MEETING)**

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	





## **PUBLIC WORKS MONTHLY REPORT**

**July 2019**

### **ENGINEERING DIVISION**

#### **Projects Under Construction**

- Hawkridge Park
- Jefferson Street Culvert
- Meter Conversion
- FY 2019 Curb Replacement

#### **Projects Under Design**

- Kentucky Road

#### **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**

- 10 Water Taps
- 15 Sewer Inspections
- 10 Water Inspections
- 303 Line Locates
- 163 City Hall Work Orders
- 3 Driveway Approach Inspections
- 4 Sidewalk Inspections
- 23 Final ROW Inspections
- 6 Meter Conversions
- 14,415 Feet of Sewer Line Jetted
- 67 Potholes Patched
- 31 Lane Miles Swept
- 476 Feet of Sidewalk Mudjacked
- 59 Service Requests Completed



## MONTHLY REPORT

July 2019

### **HIGHLIGHTS**

- Recreation Coordinator Katie VanKeulen hosted the summer edition of Movie in the Park at T.B. Hanna Station. *Mary Poppins Returns* was the feature presentation.
- Athletic Coordinator Todd Brennon hosted the South Metro Soccer League spring season wrap-up meeting at Centerview.
- The irrigation systems at all public facilities were activated and are now operational and on a timer.
- Park staff powerwashed the concession stand at the Soccer Complex in preparation for the new mural provided by the Arts Commission.
- Parks and Recreation Director Nathan Musteen and Parks Superintendent Steve Rulo met with Fry and Associates in preparation for the new playground to be installed at Memorial Park.
- Recreation Park Pond project is complete.
- Raymore Summer Camp visited Kauffman Stadium, the Kansas City Zoo and the Harrisonville pool.
- Recreation Coordinator Katie VanKeulen and parks maintenance staff made final preparations for the Spirit of America Celebration.
- Athletic Coordinator Todd Brennon attended the South Metro Sports Coordinator's meeting and prepared the concession stands for the upcoming Spirit of America Celebration this Saturday.
- Parks and Recreation Director Nathan Musteen gave the Raymore Parks & Recreation Board an update on park projects and welcomed new board members during their work session on June 25. The board voted to recommend a budget amendment for trail improvements and to purchase an ice rink for T.B. Hanna Station during the regular meeting.



- Parks and Recreation administrative staff attended the department budget meeting in preparation for next year.
- Parks maintenance staff cut down several trees and limbs from the storms in late June.
- The summer youth baseball/softball league played the final game of the season on July 2.
- A HUGE thanks to staff and volunteers from Raymore PD, Emergency Management, Public Works, Communications, South Metro Fire and the Parks & Recreation crew for making the 2019 Spirit of America Celebration a huge success!



- Recreation Coordinator Katie VanKeulen and park maintenance staff cleaned up after the Spirit of America celebration and prepared the archery range for the upcoming outdoor skills archery class.
- Park maintenance staff continues to clean up storm debris and landscape beds around town.
- Parks administration and Capt. Jim Wilson of the police department met to discuss safety and security for parks and recreation staff.
- A new Centerview brochure was finalized and will be printed and ready for the fall.
- Park Maintenance crews trimmed trees along the trails on Lucy Webb Road and the Brookside Subdivision. The summer maintenance on the Recreation Park Disc Golf Course began this week along with regular weekly routine of all the parks.
- Introduction to Archery began July 8. This beginner course introduces the basics of archery equipment and technique, while focusing on safety and having fun.
- Open play adult volleyball and basketball began July 8 at the RAC. For more information on these ongoing sport activities, contact Raymore Parks and Recreation at 816-322-2791 or visit our website at [www.raymore.com/parks](http://www.raymore.com/parks)
- Parks Administrative staff hosted a Parks and Recreation Board Orientation on Wednesday for the newly appointed Park Board Members.
- Parks and Recreation Director Nathan Musteen met with Monique Lewis of the Raymore Park Foundation to finalize the Park Foundation's donation to the Raymore Community Foundation.





- Parks and Recreation Director Nathan Musteen attended the KC Metro Parks and Recreation Association's monthly meeting. Topic of discussion focused on e-bikes along trails.
- Paving, grading and plantings continue at Hawk Ridge Park as we come near completing the project.

## **PARKS & RECREATION BOARD**

July 9 - Work Session: Budget Presentation to the Park Board  
July 23 - Work Session: City Finance Discussion, Jim Feuerborn  
Regular Meeting: Budget Acceptance, Officer Elections

## **CENTERVIEW**

- South Metro Sports Coordinators Meeting
- Department of Revenue Training
- Rotary Club Banquet
- Arts Commission - Concerts on the Lawn
- Birthday Parties
- Family Reunions
- HOA Meetings
- Garden Club Meeting
- Tri-County Art League Work Shop
- Cass County Case Review Awards Dinner
- ERC Quarterly Luncheon
- YouMatter Raymore
- 50th Wedding Anniversary
- Bridal Shower
- Chamber of Commerce Luncheon
- Cass County Central Democrat's Meeting
- Baby Shower
- 40th Wedding Anniversary
- Blood Drive
- Yoga classes
- Seated Strength and Conditioning Class

## **RAC - Raymore Activity Center**

- Summer Camp

- Volleyball Practices
- Martial Arts Classes
- Open Gym Volleyball
- Open Gym Basketball
- Soccer Referee Certification Class

## **RECREATION PROGRAMS & SPECIAL EVENTS**



**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.

**RAYMORE FARMERS MARKET**  
**TUESDAYS 4-7 P.M.**  
**JUNE-SEPT**  
T.B. HANNA STATION  
214 S WASHINGTON

Original Town Farmers Market

WALTER BUCK MEMORIAL

# Fishing Derby

Join us for this FREE fishing event open to children 15 and under. We will have prizes for Largest Caught Fish, Most Caught Fish and more!

**WHEN // Sept. 14, 9-11 a.m.**  
**WHERE // Hawk Ridge Park, Johnston Lake**

Refreshments and snacks provided. Check-in begins at 8 a.m.

**NEW DATE!**





## **RECREATIONAL SOCCER**

- Players will enjoy an 7 game season in the Recreational League where games are held at Recreation Park.
- U9 and up will play a six-game season plus a two-game guarantee season end tournament.
- Recreational games may have some travel involved due to share play with surrounding cities.
- Practices will held during the weeknights, Monday through Friday depending on the coach's choosing.
- **Registration Deadline is Friday, July 26, 5 p.m.**
  - Pre-registration discount of \$10 will apply if registered by July 12 at 5 p.m.

DIVISIONS (ALL RECREATION DIVISIONS ARE COED)	FEE PER PLAYER
U6 (2014 Birth Year)	\$85
U7 & U8 (2013 & 2012 Birth Years)	\$95
U9, U10, U11, U12 (2011-2008 Birth Years)	\$95



## FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period June 1, 2019 to June 30, 2019.

### June Financial Summary

Some notes regarding this month's summary operating report:

#### General Fund

##### Revenue:

Overall, at 66.67% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 71.97% 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 98.99%. Staff expects this revenue source to come in at budget.
- Franchise Tax revenues as a whole are tracking below straight line at 59.56%. 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 64.08%. City sales taxes are at 64.30% while state shared gasoline and vehicle taxes are at 62.44%.
- Fees and Permit revenues collected are tracking ahead of straight line budget at 90.89%. 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 88.81% 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 were processed in June after the public hearing and are at 95.07% of straight line budget.
- Municipal Court revenues collected are slightly above straight line budget at 73.22%. 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 69.71% of straight line budget primarily due to Vehicle Maintenance expenses in addition to a majority of their membership renewals occurring in May.

## **Parks & Recreation Fund**

### **Revenue:**

Revenues are at 74.78% of budget 66.67% of the way through the year; normal for this time of the year. Park revenues associated with property taxes, miscellaneous and rentals are at 82.97% 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 increased in June with summer youth camp registrations and camp fees and will continue in July. Revenue associated with the facility rental of Centerview is above straight line budget at 67.17%. 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 62.43% 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	5,429.07	1,485,230.59	0.00	15,128.41	98.99
FRANCHISE TAXES	0.00	0.00	0.00	2,245,694.00	125,768.71	1,337,452.72	0.00	908,241.28	59.56
SALES TAXES	0.00	0.00	0.00	3,543,609.00	308,342.97	2,270,655.62	0.00	1,272,953.38	64.08
FEES AND PERMITS	0.00	0.00	0.00	237,788.00	33,151.15	216,128.77	0.00	21,659.23	90.89
LICENSES	0.00	0.00	0.00	133,053.00	15,118.75	118,170.41	0.00	14,882.59	88.81
MUNICIPAL COURT	0.00	0.00	0.00	320,884.00	17,507.65	234,966.39	0.00	85,917.61	73.22
MISCELLANEOUS	( 8.08)	8.08	0.00	388,342.00	31,587.82	437,494.42	8.08	( 49,160.50)	112.66
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,464,280.00	121,523.34	977,071.32	0.00	487,208.68	66.73
<b>TOTAL NON-DEPARTMENTAL</b>	<b>( 8.08)</b>	<b>8.08</b>	<b>0.00</b>	<b>9,834,009.00</b>	<b>658,429.46</b>	<b>7,077,170.24</b>	<b>8.08</b>	<b>2,756,830.68</b>	<b>71.97</b>
<b>TOTAL REVENUES</b>	<b>( 8.08)</b>	<b>8.08</b>	<b>0.00</b>	<b>9,834,009.00</b>	<b>658,429.46</b>	<b>7,077,170.24</b>	<b>8.08</b>	<b>2,756,830.68</b>	<b>71.97</b>
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	932,190.00	67,333.33	538,666.64	0.00	393,523.36	57.79
ADMINISTRATION	499.70	499.70	0.00	1,154,378.07	108,977.91	772,370.93	4,921.02	377,086.12	67.33
INFORMATION TECHNOLOGY	0.00	0.00	0.00	457,560.60	33,884.63	336,810.60	2,004.25	118,745.75	74.05
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	186,783.00	10,715.08	116,519.38	0.00	70,263.62	62.38
COMMUNITY DEVELOPMENT	22.28	22.28	0.00	674,032.00	51,478.35	453,304.58	954.64	219,772.78	67.39
ENGINEERING	121.34	121.34	0.00	420,592.00	34,773.37	292,699.46	478.98	127,413.56	69.71
STREETS	0.00	0.00	0.00	864,408.00	51,779.17	573,449.62	3,794.61	287,163.77	66.78
BUILDING & GROUNDS	5,832.79	5,832.79	0.00	374,280.20	23,550.77	233,571.38	2,685.78	138,023.04	63.12
STORMWATER	0.00	0.00	0.00	301,313.00	21,278.19	203,922.86	1,792.59	95,597.55	68.27
COURT	0.00	0.00	0.00	124,399.00	8,472.79	82,072.05	68.75	42,258.20	66.03
FINANCE	0.00	0.00	0.00	625,566.00	44,149.31	417,693.32	6,038.75	201,833.93	67.74
COMMUNICATIONS	0.00	0.00	0.00	211,548.93	9,275.72	117,549.15	2,074.68	91,925.10	56.55
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,940.00	2,000.00	14,000.00	2,000.00	8,940.00	64.15
POLICE	1,851.00	1,851.00	0.00	4,314,707.00	295,586.47	2,670,067.44	19,181.82	1,625,457.74	62.33
EMERGENCY MANAGEMENT	0.00	0.00	0.00	130,550.00	9,098.77	86,560.28	207.87	43,781.85	66.46
<b>TOTAL EXPENDITURES</b>	<b>8,327.11</b>	<b>8,327.11</b>	<b>0.00</b>	<b>10,797,247.80</b>	<b>772,353.86</b>	<b>6,909,257.69</b>	<b>46,203.74</b>	<b>3,841,786.37</b>	<b>64.42</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>( 8,335.19)</b>	<b>8,335.19</b>	<b>0.00</b>	<b>( 963,238.80)</b>	<b>( 113,924.40)</b>	<b>167,912.55</b>	<b>( 46,195.66)</b>	<b>( 1,084,955.69)</b>	<b>12.64-</b>

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>									
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	402,780.00	1,461.25	399,371.31	0.00	3,408.69	99.15
MISCELLANEOUS	0.00	0.00	0.00	7,967.00	874.19	16,129.57	0.00	( 8,162.57)	202.45
FACILITY RENTAL REVENUE	0.00	0.00	0.00	6,080.00	1,065.00	3,730.00	0.00	2,350.00	61.35
TRANSFERS - INTERFUND	0.00	0.00	0.00	450,000.00	37,500.00	300,000.00	0.00	150,000.00	66.67
TOTAL PARKS DIVISION	0.00	0.00	0.00	866,827.00	40,900.44	719,230.88	0.00	147,596.12	82.97
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	62,000.00	19,166.00	41,516.40	0.00	20,483.60	66.96
FACILITY RENTAL REVENUE	0.00	0.00	0.00	22,200.00	7,477.50	20,168.75	0.00	2,031.25	90.85
PROGRAM REVENUE	0.00	0.00	0.00	227,520.00	20,165.70	150,781.30	0.00	76,738.70	66.27
TOTAL RECREATION DIVISION	0.00	0.00	0.00	311,720.00	46,809.20	212,466.45	0.00	99,253.55	68.16
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	50,205.00	2,820.00	33,720.40	0.00	16,484.60	67.17
PROGRAM REVENUE	0.00	0.00	0.00	2,600.00	250.00	3,195.00	0.00	( 595.00)	122.88
TOTAL CENTERVIEW	0.00	0.00	0.00	52,805.00	3,070.00	36,915.40	0.00	15,889.60	69.91
<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	9.00	1,799.50	0.00	5,850.50	23.52
FACILITY RENTAL REVENUE	0.00	0.00	0.00	13,050.00	277.50	2,065.00	0.00	10,985.00	15.82
PROGRAM REVENUE	0.00	0.00	0.00	146,800.00	37,099.50	75,344.51	0.00	71,455.49	51.32
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	169,840.00	37,386.00	79,209.01	0.00	90,630.99	46.64
TOTAL REVENUES	0.00	0.00	0.00	1,401,192.00	128,165.64	1,047,821.74	0.00	353,370.26	74.78
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	0.00	0.00	0.00	732,989.00	72,421.53	469,901.53	17,022.95	246,064.52	66.43
RECREATION DIVISION	0.00	0.00	0.00	537,076.00	77,157.59	383,469.19	18,666.79	134,940.02	74.88
CENTERVIEW	182.79	182.79	0.00	49,255.00	874.59	12,951.96	963.35	35,339.69	28.25
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	81,172.00	3,550.38	27,175.61	3,114.09	50,882.30	37.32
TOTAL EXPENDITURES	182.79	182.79	0.00	1,400,492.00	154,004.09	893,498.29	39,767.18	467,226.53	66.64
REVENUES OVER/(UNDER) EXPENDITURES	( 182.79)	182.79	0.00	700.00	( 25,838.45)	154,323.45	( 39,767.18)	( 113,856.27)	6,365.18

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	4,281.73	53,337.13	0.00	( 13,230.13)	132.99
UTILITY REVENUE	0.00	0.00	0.00	7,973,028.00	665,691.07	4,943,791.78	0.00	3,029,236.22	62.01
<b>TOTAL NON-DEPARTMENTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,013,135.00</b>	<b>669,972.80</b>	<b>4,997,128.91</b>	<b>0.00</b>	<b>3,016,006.09</b>	<b>62.36</b>
<u>DEBT SERVICE</u>									
<u>SRF SEWER BONDS</u>									
MISCELLANEOUS	0.00	0.00	0.00	8,337.00	47.85	4,743.69	0.00	3,593.31	56.90
TRANSFERS - INTERFUND	0.00	0.00	0.00	145,000.00	12,083.33	96,666.64	0.00	48,333.36	66.67
<b>TOTAL SRF SEWER BONDS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>153,337.00</b>	<b>12,131.18</b>	<b>101,410.33</b>	<b>0.00</b>	<b>51,926.67</b>	<b>66.14</b>
<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,166,472.00</b>	<b>682,103.98</b>	<b>5,098,539.24</b>	<b>0.00</b>	<b>3,067,932.76</b>	<b>62.43</b>
<u>EXPENDITURE SUMMARY</u>									
<b>NON-DEPARTMENTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>600,000.00</b>	<b>50,000.00</b>	<b>400,000.00</b>	<b>0.00</b>	<b>200,000.00</b>	<b>66.67</b>
WATER	5,622.50	5,032.50	590.00	3,166,261.00	224,053.72	1,647,443.63	( 1,414.73)	1,520,232.10	51.99
SEWER	35,034.20	27,019.20	8,015.00	3,135,624.00	540,536.83	2,220,876.75	( 21,754.29)	936,501.54	70.13
SOLID WASTE	0.00	0.00	0.00	1,164,598.00	59,899.08	553,012.68	0.00	611,585.32	47.49
SRF SEWER BONDS	0.00	0.00	0.00	153,337.50	0.00	4,213.41	0.00	149,124.09	2.75
<b>TOTAL EXPENDITURES</b>	<b>40,656.70</b>	<b>32,051.70</b>	<b>8,605.00</b>	<b>8,219,820.50</b>	<b>874,489.63</b>	<b>4,825,546.47</b>	<b>( 23,169.02)</b>	<b>3,417,443.05</b>	<b>58.42</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>( 40,656.70)</b>	<b>32,051.70</b>	<b>( 8,605.00)</b>	<b>( 53,348.50)</b>	<b>( 192,385.65)</b>	<b>272,992.77</b>	<b>23,169.02</b>	<b>( 349,510.29)</b>	<b>555.15-</b>

## Investment Monthly Report

### Investments Held at 06/30/19

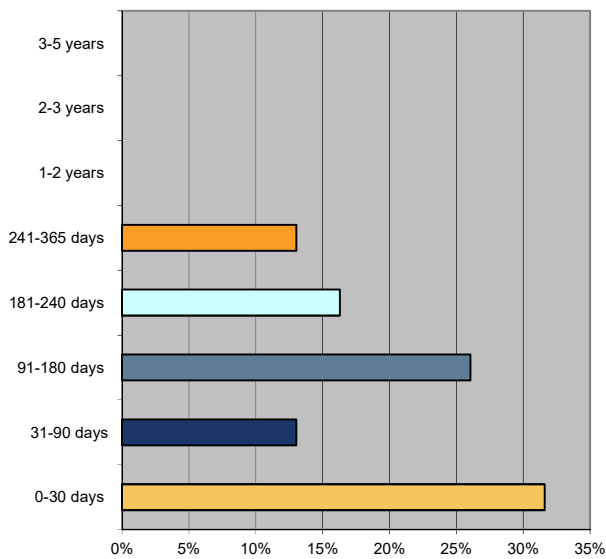
Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
06/27/18	802849	CBR	CD		Fund 50 08/11/19	673,823.35	673,823.35	1.7500	673,823.35
08/24/18	108041765	Commerce	CD		08/26/19	2,000,000.00	2,000,000.00	2.3200	2,000,000.00
10/02/18	108041857	Commerce	US 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	2,090,942.52	2,090,942.52	2.4100	2,090,942.52
06/03/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	1,001,248.43	1,001,248.43	2.4100	1,001,248.43
09/01/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	1,086,393.11	1,086,393.11	2.4100	1,086,393.11
05/03/19	900656	CBR	CD		05/03/20	2,000,000.00	2,000,000.00	2.3100	2,000,000.00
<b>Investment Total</b>						<b>15,352,407.41</b>	<b>15,352,407.41</b>		<b>15,352,407.41</b>

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

**Average Annual Rate of Return: 2.4758**

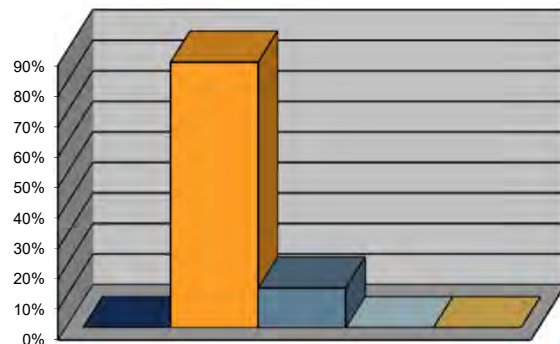
\*\* Par value listed above is the actual amount if less than one year or the calculated annual earnings showing a one-year duration

**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
Average Rate of Return on Maturities:									



## June Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
<b>Police:</b>					
State & Community Hwy. Safety Grant - DWI (Oct. 2018 - Sept. 2019)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$3,368.54	\$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)	\$2,437.00	\$1,624.18	9/30/19
<b>Parks:</b>					
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
<b>Emergency Management:</b>					
Emergency Mgmt. Performance Grant - 2019 (Jan. - Dec. 2019)	FEMA	\$54,788.31 (50% match)	\$24,091.11	\$0.00	12/31/19
<b>Community Development:</b>					
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, JULY 8, 2019 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, 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.** Deputy City Clerk Erica Hill called roll; quorum present to conduct business. Councilmember Burke absent.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**

Mayor Turnbow presented the Parks and Recreation department a proclamation for Parks and Recreation Month.

- 5. Personal Appearances.**
- 6. Staff Reports.**

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet and reviewed upcoming items of the Board of Adjustment and Planning and Zoning Commission.

Chief of Police Jan Zimmerman introduced Animal Control Officers Jamie Hasenyager and Bailey Romi, who shared a presentation on activities and programs within the department.

City Manager Jim Feuerborn provided agenda items for the July 15 work session.

- 7. Committee Reports.**
- 8. Consent Agenda.**

- A. City Council Minutes, June 24, 2019**
- B. Resolution 19-37, Appointments to the License Tax Review Committee**
- C. Resolution 19-39, Appointment of Calvin Acklin to the Ward 4 Planning and Zoning Commission seat**

**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	Absent
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

## 9. Unfinished Business. Second Readings.

### A. Award of Contract - 2019 Street Preservation

**BILL 3467: "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."**

Deputy City Clerk Erica Hill conducted the second reading of Bill 3467 by title only.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3467 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Absent
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3467 as **Raymore City Ordinance 2019-047.**

## 10. New Business. First Readings.

### A. 31st Amendment to the Unified Development Code - Medical Marijuana Facilities (public hearing)

**BILL 3468: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING THE UNIFIED DEVELOPMENT CODE."**

Deputy City Clerk Erica Hill conducted the first reading of Bill 3468 by title only.

Mayor Turnbow opened the public hearing at 7:27 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. The 31st amendment to the Unified Development Code (UDC) establishes where medical marijuana facilities may locate in the City and creates separation distances between facilities and sensitive land uses, such as schools, religious assemblies, daycare centers and residential structures. He asked for the Growth Management Plan (GMP), UDC, notice of publication, and staff report be entered into the record. He reviewed the passage of Amendment 2 to the Missouri Constitution in November of 2018 establishing a right to access medical marijuana and allowing for the limited production, distribution, sale and purchase of marijuana for medical use. The Missouri Department of Health and Senior Services was tasked with establishing rules for the Missouri Medical Marijuana Program. The published rules provide cities with authorization to establish reasonable time, place and manner restrictions on facilities. At its July 2, 2019 meeting, the Planning and Zoning Commission voted 9-0 to accept the staff proposed findings of fact and forward to the City Council with a recommendation of approval. He answered questions of clarification from the Council regarding limits on the number of facilities, inspection processes, and signage requirements.

Mayor Turnbow opened the floor for public comment at 7:47 p.m.

Aubry Gann-Redmon, attorney at law, 305 E. Walnut St., stated she has clients that will be applying for licenses and thanked the Council for being proactive.

Mayor Turnbow opened the floor for public comment and hearing nothing further, closed the public hearing at 7:51 p.m.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3468 by title only.

**DISCUSSION:** Councilmembers spoke to being prepared and complying with State requirements.

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Absent
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

## **B. Establishing Chapter 660: Medical Marijuana Facilities**

**BILL 3469: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE RAYMORE CITY CODE OF ORDINANCES REGULATING MEDICAL MARIJUANA FACILITIES."**

Deputy City Clerk Erica Hill conducted the first reading of Bill 3469 by title only.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. Bill 3469 is a companion Bill to the previous item and establishes City Code Chapter 660: Regulation on Medical Marijuana. This Chapter creates minimum local regulations regarding facilities located in the City. The Missouri Department of Health and Senior Services was tasked with establishing rules for the Missouri Medical Marijuana Program. The published rules provide cities with authorization to establish reasonable time, place and manner restrictions on facilities, including limits on hours of operation and local licensing of facilities.

Councilmember Townsend inquired if home cultivation licenses will be recorded with the City. Mr. Cadoret stated those license holders will be required to register with the City.

Councilmember Holman asked City Attorney Jonathan Zerr if there may be issues with the State regarding licensing and inspections. He stated inspections and licensing will be enforced at the State level through the Department of Health and Senior Services. The process has yet to be determined.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3469 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Absent
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

**C. HyVee Conditional Use Permit - Fueling Station (public hearing)**

**BILL 3470: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING A CONDITIONAL USE PERMIT FOR A FUELING STATION TO BE LOCATED AS PART OF THE HYVEE FAST AND FRESH STORE PROPOSED FOR THE SOUTHWEST CORNER OF 58 HIGHWAY AND FOX RIDGE DRIVE."**

Deputy City Clerk Erica Hill conducted the first reading of Bill 3470 by title only.



Mayor Turnbow opened the public hearing at 8:00 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. Hy-Vee, Inc. is requesting a conditional use permit to allow the operation of a fueling station as part of its Fast and Fresh store proposed for the southwest corner of 58 Highway and Fox Ridge Drive. The fueling pumps will be located under a canopy in front of the store along 58 Highway. He asked for the Growth Management Plan (GMP), UDC, notice of publication, staff report, and the submitted application be entered into the record. The Planning and Zoning Commission, at its July 2, 2019 meeting, voted 9-0 to accept the staff proposed findings of fact and forward to the City Council with a recommendation of approval, subject to the condition of appropriate traffic control measures being incorporated into the site plan to prevent left-hand turning movements onto northbound Fox Ridge from the proposed access drive. He answered questions of clarification from Council.

Brad Sonner, Olsson and Associates, 7301 W 133rd St., Overland Park, Kansas, discussed possible fuel truck patterns through the site and intersection. He also noted that the condition of the median on Fox Ridge is acceptable to the applicant.

Mayor Turnbow opened the floor for public comment and hearing nothing further, closed the public hearing at 8:11 p.m.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3470 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Absent
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

**D. Award of Contract - 2019 Inflow and Infiltration Project**

**BILL 3466: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION FOR THE INFLOW AND INFILTRATION REDUCTION PROJECT, CITY PROJECT NUMBER 19-321-201, IN THE AMOUNT OF \$118,922 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

Deputy City Clerk Erica Hill conducted the first reading of Bill 3466 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. This contract provides for the continuation of the City's Inflow and Infiltration abatement program which reduces clean water from entering the City's sanitary sewer system. Staff recommends approval of Bill 3466 awarding contract to Breit Construction LLC for the 2019 Inflow and Infiltration Reduction Project.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3466 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Absent
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

#### **E. Award of Contract - Hawk Ridge Park Lighting**

**BILL 3474: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BLACK & MCDONALD FOR THE HAWK RIDGE PARK LIGHT INSTALLATION PROJECT, IN THE AMOUNT OF \$87,678.36 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

Deputy City Clerk Erica Hill conducted the first reading of Bill 3474 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. This project will provide for the installation of lights along the boardwalk at Hawk Ridge Park. The City currently utilizes Black & McDonald for streetlight maintenance and repairs throughout the City. This contract includes the installation of street lights on a case-by-case basis. Staff requested a proposal for this work and received a quote in the amount of \$87,678.36. Staff recommends award of this work to Black & McDonald under our current contract.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3474 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye

Councilmember Berendzen	Aye
Councilmember Burke, III	Absent
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

#### **F. Award of Contract - Custom Ice Inc. - T.B. Hanna Improvements**

**BILL 3471: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR \$74,937 WITH CUSTOM ICE INC. FOR THE PURCHASE AND INSTALLATION OF AN ICE RINK AT THE DEPOT AS PART OF THE T.B. HANNA STATION IMPROVEMENTS."**

Deputy City Clerk Erica Hill conducted the first reading of Bill 3471 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. An outdoor ice skating rink was included as part of the voter-approved GO Bond improvement project at T.B. Hanna Station. In May, staff posted a request for proposals for an outdoor skate rink accepting both synthetic skate rink bids and a real ice rink bids. One bid was returned for a synthetic rink and three bids were submitted for a real ice rink. After staff discussions with other Parks and Recreation Departments with similar facilities in Kansas City area, a synthetic rink is not recommended. After review of the proposals and budgetary impacts, staff is recommending to purchase and install the real ice rink and is recommending the award of contract to Custom Ice Inc. in the amount of \$74,937. He answered questions of clarification from Council and expanded on the choice between a synthetic rink and a real ice rink.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3471 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Absent
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

#### **G. Budget Amendment - Parks and Recreation Trails**

**BILL 3473: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2019 CAPITAL BUDGET."**

Deputy City Clerk Erica Hill conducted the first reading of Bill 3473 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. The Recreation Park Bridge Replacement project along the trail that connects Recreation Park and Moon Valley Park was an approved FY19 capital project. Portions of the old trail were unsafe and contractors were instructed to replace the unsafe areas. The Hawk Ridge Park Improvement project calls for a loop trail around Johnston Lake. Staff instructed contractors to install additional base rock under the asphalt trail to allow Parks maintenance trucks to use the trail for access to all areas of the park. The FY19 Capital Improvement Plan includes a project in the amount of \$26,000 for the replacement of the trail lights in the Arboretum at Memorial Park, which will be postponed in order to complete the previous projects. Staff is requesting a budget amendment to transfer that \$26,000 to offset the costs associated with the trail improvements.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3473 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Absent
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

**H. Agreement with Cass County for Tax Collection Services**

**BILL 3472: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT WITH CASS COUNTY FOR THE COLLECTION OF ANNUAL TAXES FOR AND ON BEHALF OF THE CITY."**

Deputy City Clerk Erica Hill conducted the first reading of Bill 3472 by title only.

City Manager Jim Feuerborn provided a review of the staff report included in the Council packet. The current agreement with Cass County for the collection of annual taxes was effective on November 1, 2009. The new Collector of Revenue, Chris Molendorp, is requesting an updated agreement.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3472 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Absent
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

**MOTION:** By Councilmember Holman, second by Councilmember Barber to recess the regular City Council meeting and conduct the business meeting of the Raymore Community Foundation at 8:30 p.m.

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Absent
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

## **I. Meeting of the Raymore Community Foundation**

### **1. Call to Order.**

Director Turnbow called the meeting to order at 8:30 p.m.

### **2. Roll Call.**

Directors in attendance: Sonja Abdelgawad, Kevin Barber, John Berendzen, Tom Circo, Jay Holman, Dale Jacobson, Reginald Townsend and Kristofer Turnbow. Joseph Burke absent.

### **3. Approval of minutes.**

#### **A. May 14, 2018 meeting minutes**

**MOTION:** By Director Holman, second by Director Barber to approve the minutes of the May 14, 2018 meeting.

**DISCUSSION:** None

<b>VOTE:</b>	Director Abdelgawad	Aye
	Director Barber	Aye
	Director Berendzen	Aye
	Director Burke, III	Absent
	Director Circo	Aye
	Director Holman	Aye
	Director Jacobson	Aye
	Director Townsend	Aye
	Director Turnbow	Abstain

#### 4. New Business

##### A. Resolution 19-01 Acceptance of Donation with Conditions

**RESOLUTION 19-01: "A RESOLUTION OF THE RAYMORE COMMUNITY FOUNDATION ACCEPTING A DONATION FROM THE RAYMORE PARK FOUNDATION FOR VARIOUS PROJECTS."**

Recording Secretary Erica Hill conducted the reading of Resolution 19-01 by title only.

Assistant City Manager Mike Ekey stated per the Raymore Community Foundation's policy, the Board of Directors must formally accept any donation that comes with conditions or requests. The Parks and Recreation Foundation voted to dissolve and transfer its remaining funds (\$31,689) to the Raymore Community Foundation with the stipulation that the donated funds will still be allocated to the projects supported by the former Foundation.

**MOTION:** By Director Holman, second by Director Barber to approve Resolution 19-01 by title only.

**DISCUSSION:** Director Holman recognized the work of the Parks and Recreation Foundation.

Director Abdelgawad thanked the Parks and Recreation Foundation and reviewed the projects included in this donation.

<b>VOTE:</b>	Director Abdelgawad	Aye
	Director Barber	Aye
	Director Berendzen	Aye
	Director Burke, III	Absent
	Director Circo	Aye
	Director Holman	Aye
	Director Jacobson	Aye
	Director Townsend	Aye
	Director Turnbow	Abstain

## 5. Adjourn.

**MOTION:** By Director Holman, second by Director Barber to adjourn the meeting of the Raymore Community Foundation.

**DISCUSSION:** None

<b>VOTE:</b>	Director Abdelgawad	Aye
	Director Barber	Aye
	Director Berendzen	Aye
	Director Burke, III	Absent
	Director Circo	Aye
	Director Holman	Aye
	Director Jacobson	Aye
	Director Townsend	Aye
	Director Turnbow	Abstain

The meeting of the Board of Directors for Raymore Community Foundation adjourned at 8:36 p.m.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to reconvene the regular meeting of the City Council.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Absent
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

The regular meeting of the City Council reconvened at 8:37 p.m.

## 11. Public Comments.

## 12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers thanked Animal Control Officers for the presentation, thanked volunteers for their support of the animal shelter, commended staff on their preparation for the medical marijuana item, congratulated the Parks Department on the proclamation and thanked them for their hard work, thanked the various groups in the audience, and recognized Mr. Acklin for his appointment to the Planning and Zoning Commission.

Councilmember Townsend noted a meeting MoDOT is holding regarding an I-49 project slated for 2050.

Councilmember Jacobson asked for an update on trash services. Assistant City Manager Mike Ekey provided an update on the removal of carts and the start of service with the new contractor.

Councilmember Holman thanked Councilmember Townsend for his involvement with the MARC Transportation Council.

Councilmember Barber recognized former Councilmember Jeffrey Stevens on the idea for the ice rink.

Councilmember Berendzen noted the positive aspects for patients regarding the medical marijuana issue.

### **13. Adjournment.**

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

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Absent
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 8:55 p.m.

Respectfully submitted,

Erica Hill  
Deputy City Clerk



**RESOLUTION 19-40**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND ACCEPTING THE 2018 INFLOW AND INFILTRATION REDUCTION PROJECT."**

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

**WHEREAS**, the Director of Public Works 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 2018 Inflow and Infiltration Reduction Project is accepted.

Section 2. The final payment in the amount of \$1,997.16 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 22ND 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



**RESOLUTION 19-41**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN APPOINTMENT AND REASSIGNMENT TO THE ARTS COMMISSION."**

**WHEREAS**, Section 120.110 of the Raymore City Code authorizes the Mayor to appoint members to the Arts Commission with the advice and consent of a majority of the Council.

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

Section 1. Authorization requires that all said appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's appointment/reassignment of the following person to the Arts Commission to fill the Ward 1 unexpired term of Sharon Parys.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Robert Berry	July 22, 2019	July 31, 2020

**DULY READ AND PASSED THIS 22ND 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



**RESOLUTION 19-42**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN APPOINTMENT TO THE ARTS COMMISSION."**

**WHEREAS**, Section 120.110 of the Raymore City Code authorizes the Mayor to appoint members to the Arts Commission with the advice and consent of a majority of the Council.

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

Section 1. Authorization requires that all said appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's appointment of the following person to the Arts Commission to fill the Ward 3 expired term of Harriet Lawrence.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Jason Boehner	July 22, 2019	July 31, 2022

**DULY READ AND PASSED THIS 22ND 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



Jeanie Woerner <jlwoerner@raymore.com>

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## City of Raymore, MO: Online Volunteer Application

1 message

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**webmaster@raymore.com** <webmaster@raymore.com>  
To: jlwoerner@raymore.com, Mekey@raymore.com, EHill@raymore.com

Fri, Jun 14, 2019 at 1:32 PM

A new entry to a form/survey has been submitted.

**Form Name:** City Volunteer Form  
**Date & Time:** 06/14/2019 1:32 PM  
**Response #:** 32  
**Submitter ID:** 1486  
**IP address:** 172.24.96.111  
**Time to complete:** 5 min. , 50 sec.

---

### Survey Details

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#### Page 1

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**1. Contact Information**

**Full Name:** Jason Boehner  
**Address:** 311 Shenandoah Dr.  
**Phone Number:** (816) 398-2756  
**Email:** [jboehner@hotmail.com](mailto:jboehner@hotmail.com)

**2. Select your Ward (If you don't know your Ward, call 816-331-3324)**

(o) Ward 3

**3. I am interested in:**

Arts Commission

**4. Why are you interested in serving on a City board or commission?**

I served as a Councilman for the city when the idea of an arts commission was first discussed I strongly lobbied for its creation. I am highly interested in developing the Arts in Raymore as a way to differentiate and enhance our communities opportunities and vitality within the region.

**What other community or civic activities do you participate in?**

I served as a Councilman for the city for one term a few years ago.

Thank you,  
City of Raymore, MO

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**This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.**

**RESOLUTION 19-43**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN APPOINTMENT TO THE ARTS COMMISSION."**

**WHEREAS**, Section 120.110 of the Raymore City Code authorizes the Mayor to appoint members to the Arts Commission with the advice and consent of a majority of the Council.

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

Section 1. Authorization requires that all said appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's appointment of the following person to the Arts Commission to fill the at large unexpired term and reassignment of Robert Berry.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Pamela Simpson	July 22, 2019	July 31, 2021

**DULY READ AND PASSED THIS 22ND 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



Jeanie Woerner <jlwoerner@raymore.com>

---

## City of Raymore, MO: Online Volunteer Application

1 message

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**webmaster@raymore.com** <webmaster@raymore.com>  
To: jlwoerner@raymore.com, Mekey@raymore.com, EHill@raymore.com

Tue, May 14, 2019 at 12:09 PM

A new entry to a form/survey has been submitted.

**Form Name:** City Volunteer Form  
**Date & Time:** 05/14/2019 12:09 PM  
**Response #:** 31  
**Submitter ID:** 1458  
**IP address:** 172.24.96.111  
**Time to complete:** 15 min. , 7 sec.

---

### Survey Details

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#### Page 1

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**1. Contact Informaon**

**Full Name:** Pamela K Simpson  
**Address:** [203 N WOODSON DR](#)  
**Phone Number:** (816) 309-3538  
**Email:** [pamksimpson@sbcglobal.net](mailto:pamksimpson@sbcglobal.net)

**2. Select your Ward (If you don't know your Ward, call 816-331-3324)**

Ward 2

**3. I am interested in:**

Arts Commission

**4. Why are you interested in serving on a City board or commission?**

I have been involved in the arts in many ways for a number of years. I worked as office manager of Camelot Academy, a summer performing arts camp for children for several years. I served on the Camelot Board of Directors for several years. My husband and I have been members of the Nelson Atkins Museum of Art. We have often attended the Kansas City Symphony, the Kansas City Repertory theater, the Shakespeare Festival, the Kansas City Ballet and a variety of community theater group productions. I am not a performer. I am a parent of a ballet company owner/arts administrator/choreographer/musical theater director (she does a lot) and an opera singer. My children are graduates of Raymore-Peculiar High School and all participated in theater, forensics and debate.

**What other community or civic activities do you participate in?**

I am currently a volunteer reader for Lead to Read in the Center School District. In the past I have been active in the metropolitan area with MORE2, The Metropolitan Organization for Racial and Economic Equity. I am a past member of Community Christian Church where I served on a variety of committees and as Worship Chair for three years. I am retired from the National Association of Insurance Commissioners (NAIC) and want to become more involved in my community. I want to be of service to Raymore.

Thank you,  
City of Raymore, MO



# **Unfinished Business**





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: 7/8/2019

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 3468: 31st 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

**STAFF RECOMMENDATION**

Approval
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**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: Planning and Zoning Commission

Date: 7/2/19

Action/Vote: Approved, 9-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Staff Report
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REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The voters of Missouri passed Amendment 2 to the Missouri Constitution in November of 2018 establishing a right to access medical marijuana and allowing for the limited production, distribution, sale and purchase of marijuana for medical use.

The Missouri Department of Health and Senior Services was tasked with establishing rules for the Missouri Medical Marijuana Program. The published rules provide cities with authorization to establish reasonable time, place and manner restrictions on facilities.

The 31st amendment to the Unified Development Code establishes where medical marijuana facilities may locate in the City and creates separation distances between facilities and sensitive land uses, such as schools, religious assemblies, daycare centers and residential structures.

**BILL 3468**

**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 31st amendment to the Unified Development Code on July 2, 2019, and has submitted its recommendation of approval to the Council; and,

**WHEREAS**, the Council held a public hearing on the proposed 31st amendment to the Unified Development Code on July 8, 2019, and has determined the amendments 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 405.020H of the Unified Development Code is hereby amended as follows:

**Section 405.020 Use Table**

**H. Use Standards**

The “Use Standard” column in the use table provides a cross-reference to additional standards that apply to some uses, whether or not they are allowed as a permitted use, use subject to special conditions or conditional use.

Use	A	RE	RR	R-1 A	R-1 1	R-1 .5	R-2	R-3	R-3 A	R-3 B	P R	Use Standard
<b>COMMERCIAL USES</b>												
Medical Marijuana Cultivation Facility	P	-	-	-	-	-	-	-	-	-	-	420.030N

Section 2. Section 410.020H of the Unified Development Code is hereby amended as follows:

**Section 410.020 Use Table**

**H. Use Standards**

The "Use Standard" column in the use table provides a cross-reference to additional standards that apply to some uses, whether or not they are allowed as a permitted use, use subject to special conditions or conditional use.

Use	PO	C-1	C-2	C-3	BP	M1	M2	PI	Use Standard
<b>COMMERCIAL USES</b>									
Medical Marijuana									
Cultivation Facility (Outdoor)	-	-	-	-	C	C	C	-	420.030N
Cultivation Facility (Indoor)	-	-	-	-	P	P	P	-	420.030N
Dispensary Facility	-	P	P	P	P	P	P	-	420.030N
Infused Products Manufacturing Facility	-	-	-	-	P	P	P	-	420.030N
Testing Facility	P	P	P	P	P	P	P	-	420.030N
Transportation Facility	-	-	-	-	P	P	P	-	420.030N

Section 3. Section 420.030 of the Unified Development Code is hereby amended by the addition of the following:

**N. Medical Marijuana Facilities**

Medical marijuana related uses and facilities as defined in Article XIV of the State of Missouri Constitution must comply with the following standards:

**1. Location Restrictions:**

a. No outdoor medical marijuana cultivation facility shall be operated or maintained:

1. within one-thousand feet (1,000') of an elementary or secondary school, day-care center, or religious assembly; or
2. within one-thousand feet (1,000') of any residence.

b. No indoor medical marijuana cultivation facility shall be operated or maintained:

1. within five-hundred feet (500') of an elementary or secondary school, day-care center, or religious assembly; or

2. within five-hundred feet (500') of any residence.

c. No medical marijuana infused products manufacturing facility or transportation facility shall be operated or maintained:

1. within five-hundred feet (500') of an elementary or secondary school, day-care center, or religious assembly; or
2. within five-hundred feet (500') of any residence.

d. No medical marijuana dispensary or testing facility shall be operated or maintained:

1. within five-hundred feet (500') of an elementary or secondary school, day-care center, or religious assembly; or
2. within one-hundred feet (100') of any residence.

e. In the case of a free-standing medical-marijuana facility, the distance between the facility and a school, day-care center, religious assembly or residence shall be measured from the property line of the facility to the closest point of the property line of the school, day-care center, or religious assembly, or to the closest point of a residence.

f. In the case of a medical marijuana facility that is part of a multi-tenant building, the distance between the facility and the school, day-care center, religious assembly or residence shall be measured from the property line of the school, day-care center, or religious assembly or the closest point of a residence to the facility's entrance. If the school, day-care center, or religious assembly is also located in a multi-tenant building, then the distance shall be measured from the closest entrance of each use.

g. In the case where a residence is located on the same property as a medical marijuana facility, said residence does not have to comply with the minimum

separation requirement from the medical marijuana facility.

h. No medical marijuana dispensary facility shall be located in a building that contains a residence.

i. No medical marijuana facility shall be located within one-thousand feet (1,000') of another medical marijuana facility. Combined facilities owned by a single entity at a single location are allowed.

j. Measurements shall be made in a straight line at the closest point between property lines or buildings, without regard to any intervening buildings.

k. When a new school, day-care center, religious facility, or residence is located within the location restriction areas applicable to an existing medical marijuana related use, the medical marijuana use may continue to operate indefinitely provided a valid occupational license is maintained.

**2. Outdoor Storage:**

All operations and storage of materials, products, or equipment for a medical marijuana facility located in the PO, C-1, C-2, or C-3 zoning district shall be within a fully enclosed and secured building where the medical marijuana facility is located.

Section 4. Section 485.010 of the Unified Development Code is hereby amended with the addition of the following definitions:

Term	Definition
Marijuana or Marihuana	Means <i>Cannabis indica</i> , <i>Cannabis sativa</i> , and <i>Cannabis ruderalis</i> , hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the plant and marijuana-infused products. "Marijuana" or "Marihuana" does not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent on a dry weight basis, or commodities or products manufactured from industrial hemp.



Marijuana-Infused Products	Products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures and concentrates.
Medical Marijuana Cultivation Facility	A facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana to a Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility, or a Medical Marijuana Infused Products Manufacturing Facility.
Medical Marijuana Dispensary Facility	A facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer medical marijuana to a Qualifying Patient, a Primary caregiver, another licensed Dispensary Facility, a licensed Medical Marijuana Testing Facility, or a Medical Marijuana-Infused Products Manufacturing Facility.
Medical Marijuana Facility	A medical marijuana cultivation facility, medical marijuana dispensary, medical marijuana infused products manufacturing facility, medical marijuana testing facility, or medical marijuana transportation facility.
Medical Marijuana Infused Products Manufacturing Facility	A facility licensed by the State of Missouri to acquire, store, manufacture, transport, and sell marijuana-infused products to a Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or to another Medical Marijuana-Infused Products Manufacturing Facility.
Medical Marijuana Testing Facility	A facility certified by the State of Missouri to acquire, test, certify, and transport medical marijuana.
Medical Marijuana Transportation Facility	A facility certified by the State of Missouri to transport marijuana to a qualifying patient, a primary caregiver, a medical marijuana cultivation facility, a medical marijuana-infused products manufacturing facility, a medical marijuana dispensary facility, a medical marijuana testing facility, or another medical marijuana transportation facility.

Section 5. This Ordinance shall be known as the 31st amendment to the Unified Development Code.

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

Section 7. 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 8TH DAY OF JULY, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND 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:** July 8, 2019  
**Re:** **Case #19018: 31st Amendment to the UDC – Medical Marijuana Facilities**

## GENERAL INFORMATION

**Applicant:** City of Raymore

**Requested Action:** 31st Amendment to the Unified Development Code – Medical Marijuana Facilities

**Advertisement:** June 13, 2019 Journal Newspaper  
June 20, 2019 Journal Newspaper

**Public Hearing:** July 2, 2019 Planning and Zoning Commission  
July 8, 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

## 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 voters of Missouri passed Amendment 2 to the Missouri Constitution in November of 2018 establishing a right to access medical marijuana and allowing for the limited production, distribution, sale and purchase of marijuana for medical use. The amendment allows state-licensed physicians to recommend marijuana for medical purposes to patients with qualifying medical conditions.
2. The Missouri Department of Health and Senior Services was tasked with creating the rules to effectuate the provisions of the amendment. Final rules were published in May that provided guidance in the preparation of the proposed UDC amendment.
3. Amendment 2 allows Missouri communities to place reasonable time, place and manner of operation restrictions on medical marijuana facilities. Communities are not allowed under the amendment to “ban” medical marijuana uses. In fact, regulations may not be “overly burdensome” to the point where facilities are effectively banned.
4. The UDC amendment establishes where a medical marijuana facility may be located in the City. A companion ordinance has been prepared that creates a new Chapter 660 of City Code that establishes the local regulations regarding medical marijuana facilities.
5. The definitions proposed in the UDC amendment come directly from the rules published by the Department of Health and Senior Services.

6. Under the UDC amendment medical marijuana facilities would not be permitted in residential zoned areas or in the same building that contains a residence.
7. Amendment 2 establishes a maximum 1,000 foot buffer between a medical marijuana facility and a primary or secondary school, child day-care center, or church. Cities may choose to lessen or waive the buffer requirement but cannot make it greater. Because schools, child day-care centers, churches and residential structures are often near commercial and industrial areas, many Missouri communities are lessening the buffer requirement.
9. The UDC establishes reasonable separation distances between the different types of medical marijuana facilities and different sensitive land uses, such as schools, day-care centers, a religious assembly and residential structures. The range of separation distances is based upon the type of medical marijuana facility and the potential impacts of the facility on the sensitive land use.
10. Amendment 2 allows Qualified Patients, defined as a Missouri resident diagnosed with at least one qualifying medical condition, as well as a primary caregiver, to grow up to six marijuana plants in an indoor, controlled environment within their home. Since this is directly allowed under the constitutional amendment, and would be considered an accessory use under the UDC, the use tables do not have to be modified. Those qualified patients and caregivers wanting to do personal cultivation in the home must acquire an enhanced I.D. card as well as a cultivation authorization from the Department of Health and Senior Services.
11. The UDC requirements and the requirements contained in the companion ordinance establishing Chapter 660 are in addition to the extensive rules and permit requirements established by the Department of Health and Senior Services.
12. The Department of Health and Senior Services has indicated it will limit the issuance of medical marijuana facility licenses as follows:
  - a. up to 60 cultivation facilities
  - b. up to 86 infused products manufacturing facilities
  - c. at least 2 testing facilities
  - d. up to 192 dispensary licenses (no more than 24 per congressional district)

Applications for facilities are officially accepted on August 3. Once applications are received, there will be a scoring system utilized to determine which applications are approved to be issued a license.

## **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 made necessary due to the voter approved amendment to the Missouri Constitution that allows the new land use to exist in Missouri.

- 5. whether the proposed text amendment is in the best interests of the City as a whole.**

The UDC amendment will establish the time, place and manner restrictions allowed under the constitutional amendment for the new land uses. Having restrictions in place is in the best interests of the City by ensuring new facilities are adequately separated from identified sensitive land uses.

## REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1<sup>st</sup></u>	<u>City Council 2nd</u>
Public Hearing	July 2, 2019	July 8, 2019	July 22, 2019

## STAFF RECOMMENDATION

Staff prepared the 31st amendment to the Unified Development Code with the understanding that the voters of the State of Missouri approved Amendment 2, establishing a right to access medical marijuana. Staff reviewed the amendment language and the rules proposed by the Department of Health and Senior Services to ensure any local ordinance would be in full compliance with the laws of the state. Staff looked closely at the buffers between sensitive land uses and proposed medical marijuana facilities in order to ensure adequate separation while maintaining enough available land area for facilities to not be over burdensome with the regulations.

Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #19018, 31st amendment to the UDC, to the City Council with a recommendation of approval.

## PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its July 2, 2019 meeting, voted 9-0 to accept the staff proposed findings of fact and forward Case #19018, 31st amendment to the UDC, to the City Council with a recommendation of approval.







**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: 7/8/2019

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

<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 3469: Amending City Code regarding medical marijuana facilities

**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**

Approval
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**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: Date: Action/Vote:
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**LIST OF REFERENCE DOCUMENTS ATTACHED**

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REVIEWED BY:

Jim Feuerborn
---------------

## BACKGROUND / JUSTIFICATION

The voters of Missouri passed Amendment 2 to the Missouri Constitution in November of 2018 establishing a right to access medical marijuana and allowing for the limited production, distribution, sale and purchase of marijuana for medical use.

The Missouri Department of Health and Senior Services was tasked with establishing rules for the Missouri Medical Marijuana Program. The published rules provide cities with authorization to establish reasonable time, place and manner restrictions on facilities, including limits on hours of operation and local licensing of facilities.

Bill 3469 establishes Chapter 660: Regulation on Medical Marijuana, in the City Code. This chapter creates minimum local regulations regarding facilities located in the City.

**BILL 3469**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE RAYMORE CITY CODE OF ORDINANCES REGULATING MEDICAL MARIJUANA FACILITIES."**

**WHEREAS**, the voters of the State of Missouri approved an amendment to Article XVI of the State Constitution establishing a Right to Access Medical Marijuana and allowing for the limited legal production, distribution, sale, and purchase of marijuana for medical use; and

**WHEREAS**, the City desires to protect public health, welfare and safety by establishing reasonable regulations on Medical Marijuana related businesses.

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

Section 1. Chapter 660: Regulation on Medical Marijuana, is hereby established in the Municipal Code of the City of Raymore as follows:

**CHAPTER 660: REGULATION ON MEDICAL MARIJUANA**

**SECTION 660.010: APPLICABILITY**

- A. The regulations contained in this chapter apply to all property and medical marijuana facilities located within the corporate limits of the City of Raymore.
- B. All medical marijuana related facilities shall be located in accordance with the requirements of the City of Raymore Unified Development Code.

**SECTION 660.020: DEFINITIONS**

All terms used in this Chapter shall be as defined by the City of Raymore Unified Development Code or 19-CSR 30-95.010.

**SECTION 660.030: PURPOSE**

The purpose of this Chapter is to regulate the placement and licensing of facilities for the cultivation, manufacturing, storage, transfer, testing and distribution of medical marijuana and marijuana-infused products, to the extent permitted by the Missouri Constitution, applicable provisions of RSMo, and regulations promulgated by the Missouri Department of Health and Senior Services, and to protect the health, safety and welfare of the residents, businesses and property owners in the City.

## **SECTION 660.040: GENERAL PROVISIONS**

No building or property shall be constructed, altered, or used for a medical marijuana facility without complying with the following regulations:

A. Compliance with State Regulations

All medical marijuana facilities must maintain compliance with all applicable rules adopted by the State of Missouri.

B. Definitions

Definitions contained in the City of Raymore Unified Development Code and in 19-CSR 30-95.010 are hereby adopted as the applicable definitions for this Section.

C. Public Consumption.

1. No marijuana may be smoked, ingested, or otherwise consumed on or within the premises of any medical marijuana facility, nor shall the licensee permit such consumption.
2. Public consumption of marijuana is prohibited.

D. Combination of Alcohol Sales and Medical Marijuana Sales

The sale or consumption of alcohol within a medical marijuana facility is prohibited.

E. Combination of Facilities

Medical marijuana facilities that propose having more than one type of facility on the same property or within the same building shall comply with all regulations established for each facility. The location restrictions, as established in the Unified Development Code, shall be followed for the most restricted facility.

F. Hours of Operation

All medical marijuana facilities shall be closed to the public, no persons not employed by the medical marijuana facility shall be on the premises, and no delivery to or from the medical marijuana facility, between the hours of 10:00 P.M. and 8:00 A.M.

G. Licenses

1. No medical marijuana or marijuana-infused products shall be acquired, certified, delivered, processed, sold, stored, tested or transported within the City, except by persons or entities licensed for such purposes by the Missouri Department of Health and Senior Services.
2. The applicable medical marijuana license issued by the State of Missouri shall be displayed in an open and conspicuous place on the premises.

3. No medical marijuana facility shall be operated within the City without a valid license issued by the Missouri Department of Health and Senior Services.
4. All medical marijuana facilities shall be licensed in accordance with Chapter 605 of the Raymore City Code.
5. If a facility license is suspended or revoked by the Department of Health and Senior Services, the facility must immediately close and cease all operations until a license is reinstated or a new license is issued.

H. Ventilation Required

All medical marijuana facilities shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the facility. No odors shall be detectable by a person of ordinary senses outside of the boundary of the tenant space or property on which the facility is located.

I. Multi-Tenant Buildings

1. No odors shall be detectable by a person of ordinary senses outside of the boundary of the residential unit in a multi-tenant building.
2. No smoke shall be allowed to pass from one tenant space to another, or from one residential unit to another.
3. No medical marijuana may be smoked, ingested, or otherwise consumed in any hallway or common area of a multi-tenant building.

J. Location Restrictions

1. Medical marijuana facilities shall comply with the location restrictions identified in Section 420.030N of the City of Raymore Unified Development Code.
2. Each medical marijuana facility shall be operated from a permanent and fixed location. No medical marijuana facility shall be permitted to operate from a moveable, mobile, or transitory location.

K. Transportation and Possession

No person shall possess marijuana within the City, except:

1. A qualified patient for the patient's own personal use, in an amount no larger than the law allows; or
2. A caretaker of a qualified patient, or patients, but only when transporting the medical marijuana to a qualified patient or when accompanying a qualified patient or patients; or
3. An owner or employee of a medical marijuana facility within the enclosed building licensed as such, or when delivering directly to a qualified patient's or caretaker's residence or another medical marijuana facility.

L. Disposal of Medical Marijuana

No person shall dispose of medical marijuana or marijuana-infused products in an unsecured waste receptacle not in possession and control of the Licensee and designed to prohibit unauthorized access.

M. Display of Products

No medical marijuana, marijuana-infused product, or drug paraphernalia shall be displayed as to be visible through glass, windows, or doors by a person of normal visual acuity standing outside of the facility.

N. Access Restrictions

1. No person under the age of eighteen (18) shall be allowed in any portion of a medical marijuana cultivation facility, infused products manufacturing facility, or a testing facility. This restriction shall be clearly posted at the entrance to the facility.
2. No person under the age of eighteen (18) shall be allowed in any portion of a medical marijuana dispensary facility, except that a qualifying patient who is under the age of eighteen (18) may enter if accompanied by a parent or legal guardian. This restriction shall be clearly posted at the entrance to the facility.

O. Signage

Signage associated with a medical marijuana facility shall comply with the requirements contained in Chapter 435: Signs of the City of Raymore Unified Development Code.

P. Permits required to be Shown

Upon demand of a Law Enforcement Officer, a person in possession of medical marijuana shall provide the officer with their qualified patient or primary caregiver identification card. Failure to provide the identification card upon demand is a violation of this Chapter.

Q. Home Cultivation License

1. All cultivation activities occurring in residences or on residential property shall be conducted in accordance with 19 CSR 30-95.030.
2. No extraction or infused products manufacturing activities shall occur in a residence or on residential property or anywhere other than a licensed infused products manufacturing facility.
3. Any qualifying patient or primary caregiver with an identification card to cultivate marijuana plants shall register with the City the location of the property where the home cultivation activity is occurring.

**SECTION 660.050: VIOLATIONS**

It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this Chapter.

**SECTION 660.060 PENALTIES**

Upon conviction or a plea of guilty, any person, firm or corporation violating or failing to comply with any of the provisions of this Chapter shall be subject to the penalty provisions provided for in Section 100.220 of the City Code.

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 8TH DAY OF JULY, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND 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: 7/8/2019

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 3470: HyVee Conditional Use Permit

STRATEGIC PLAN GOAL/STRATEGY

3.1.1: Expand the commercial tax base

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

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission  
Date: 7/2/19  
Action/Vote: Approved 9-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report  
Conceptual Site Plan  
Interior Plan

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Hy-Vee, Inc. is requesting a conditional use permit to allow the operation of a fueling station as part of its Fast and Fresh store proposed for the southwest corner of 58 Highway and Fox Ridge Drive. The fueling pumps will be located under a canopy in front of the store along 58 Highway.

**BILL 3470**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING A CONDITIONAL USE PERMIT FOR A FUELING STATION TO BE LOCATED AS PART OF THE HYVEE FAST AND FRESH STORE PROPOSED FOR THE SOUTHWEST CORNER OF 58 HIGHWAY AND FOX RIDGE DRIVE."**

**WHEREAS**, after a public hearing was held on July 2, 2019, the Planning and Zoning Commission submitted its recommendation of approval on the application to the City Council; and

**WHEREAS**, the City Council held a public hearing on July 8, 2019, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said hearing.

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

Section 1. The City Council makes its findings of fact on the application and accepts the recommendation of the Planning and Zoning Commission.

Section 2. A conditional use permit is hereby approved for the installation of a fueling station as part of the proposed HyVee Fast and Fresh store on the following described property:

All that part of an unplatted tract of land lying in the Northeast Quarter of Section 17, Township 46 North, Range 32 West, in the City of Raymore, Cass County, Missouri, described as follows:

COMMENCING at the Northeast corner of the Northeast Quarter of Section 17, Township 46 North, Range 32 West; thence North 87 degrees 15 minutes 14 seconds West, on the North line of said Northeast Quarter, a distance of 454.32 feet to a point on the Northerly extension of the West line of North Fox Ridge Drive right of way, as established in Eagle Glen Subdivision – 3rd Plat, a subdivision in the City of Raymore, Cass County, Missouri; thence South 01 degree 48 minutes 01 second West, on said Northerly extension, a distance of 53.04 feet to a point on the South line of Missouri State Highway No. 58 right of way, as established in Book 1562, Page 158, the POINT OF BEGINNING; thence South 01 degree 48 minutes 01 second West, departing said South line, on said West line, a distance of 192.54 feet to a point of curvature; thence in a Southerly direction, continuing on said West line and on a curve to the right, having a radius of 410.00 feet, through a central angle of 19 degrees 03 minutes 47 seconds, an arc distance of 136.41 feet to a point on a non-tangent line; thence North 72 degrees 37 minutes 15 seconds West, departing said West line, a distance of 11.04 feet to a point of curvature; thence in a Westerly and Southwesterly direction, on a curve to the left, having a radius of 375.00 feet, through a central angle of 51 degrees 15 minutes 24 seconds, an arc distance of 335.47 feet to a point of reverse curvature; thence in a Southwesterly direction, on a curve to the right, having a radius of 225.00 feet, through a central angle of 27 degrees 40 minutes 42 seconds, an arc distance of 108.69 feet to a point on a non-tangent line; thence North 06 degrees 11 minutes 58 seconds West a distance of 50.00 feet to a point on a non-tangent curve; thence in an Easterly direction, on a curve to the left whose initial tangent bears North 83 degrees 48 minutes 02 seconds East, having a radius of 175.00 feet, through a central angle of 8 degrees 10 minutes 20 seconds, an arc distance of 24.96 feet to a point on a non-tangent line; thence North 22 degrees 35 minutes 04 seconds West a distance of 35.06 feet to a point of curvature; thence in a Northwesterly and Northerly direction, on a curve to the right, having a radius of 325.00 feet, through a central angle of 25 degrees 20 minutes 39 seconds, an arc distance of 143.76 feet to a point on a non-tangent line; thence North 02 degrees 45 minutes 43 seconds East a distance of 200.52 feet to a point on said South line of Missouri State Highway No. 58 right of way; thence South 87 degrees 23 minutes 53 seconds East, on said South line, a distance of 475.12 feet to the POINT OF BEGINNING, containing 163,033 Square Feet or 3.7427 Acres, more or less.

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 8TH DAY OF JULY, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND 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: July 8, 2019  
Re: Case #19013: HyVee Fast & Fresh  
CUP - Fueling Station

## GENERAL INFORMATION

**Applicant/  
Property Owner:** Hy-Vee, Inc.  
5820 Westown Parkway  
West Des Moines, IA 50266

**Property Location:** Southwest corner of 58 Highway and Fox Ridge Drive



**2018 Aerial Photograph:**



**Existing Zoning:** "C-3" Regional Commercial District

**Existing Surrounding Zoning:**

- North:** "C-2" General Commercial District
- South:** "R-3B" Apartment Community Residential
- East:** "C-2" General Commercial  
"R-3BP" Apartment Community Planned Residential
- West:** "C-3" Regional Commercial District

**Existing Surrounding Uses:**

- North:** Commercial Shopping Center
- South:** Undeveloped
- East:** Comercial Pharmacy, Apartment Community
- West:** Undeveloped

**Total Tract Size:** 2.78 Acres

**Growth Management Plan:** The Future Land Use Plan Map contained in the Growth Management Plan identifies this area as appropriate for commercial development.

**Major Street Plan:** The Major Thoroughfare Plan Map classifies 58 Highway as a Major Arterial and N. Fox Ridge Drive as a as a Major Collector.

**Advertisement:** June 13, 2019 edition of **The Journal**

**Public Hearing:** July 2, 2019 Planning Commission Meeting

## PROPOSAL

Outline of Requested Action: The applicant seeks to obtain a Conditional Use Permit to operate a fueling station on the property.

City Ordinance Requirements: In order for the applicant to accomplish the aforementioned action, they must meet the provisions of the Unified Development Code. Chapter 470 of the Unified Development Code outlines the requirements and actions that need to be taken for a Conditional Use Permit, specifically, Section 470.030.

## PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The subject property, and the additional acreage surrounding the property (40 acres) was rezoned from "A" Agriculture District to "C-3" Regional Commercial District on September 27, 1999.
2. The Dean Commercial Preliminary Plat, which created the subject property, was approved by the City Council on May 13, 2019.

## STAFF COMMENTS

1. The applicant's request for a CUP only applies to the fueling station component of the overall project. Other components of the project, including fresh food sales, coffee sales, etc... are allowed as a permitted use in the C-3 zoning district.
2. Section 420.030J outlines the use-specific standards for gas stations within the City:

### Gas Station

Gas stations must:

1. have a minimum lot area of 20,000 square feet;

2. limit open storage of repair vehicles to no more than four vehicles bearing current license plates and not including any wrecked vehicles; the duration of storage must not exceed 72 hours;
  3. have light fixtures that are directed downward and shielded to prevent glare on adjoining properties and roadways;
  4. have canopy lighting designed with recessed fixtures to prevent glare on adjoining properties and roadways;
  5. comply with all setback requirements, including canopies and other structures;
  6. locate and design curb cuts to ensure they will not adversely affect the safety and efficiency of traffic and pedestrian circulation on adjoining streets. Curb cuts for new or renovated gas stations must be a minimum of 125 feet apart on each street frontage; have a minimum lot area of 20,000 square feet;
  7. only have drive-through facilities for restaurants or other uses subject to Section 420.030L
3. The site layout proposes a drive-thru facility as part of the project. Section 420.030L of the UDC outlines standard for drive-thru facilities within the City.

### Drive-through Facilities

#### 1. General

Drive-through facilities are permitted as indicated in the use table in Section 410.020.

#### 2. Vehicle Stacking Areas

- a. Each drive-through facility must provide the minimum vehicle stacking spaces as follows:

The following requirements shall be followed in determining the minimum stacking length per lane:	
Use	Stacking Requirement
Financial Institution	
- teller lane	3
- ATM	3
Car Wash	
- automatic service	4
Restaurant	4 behind menu board
Pharmacy	2
Other uses	To be determined by the Director

- b. Vehicle stacking spaces include the space at the menu board, order box or service window.
- c. Each vehicle stacking space shall be 18 feet long by 9 feet wide.
- d. Each vehicle stacking lane shall be separate from any access aisle, loading space, or parking space.
- e. No vehicle stacking lane shall conflict with any vehicle entrance or exit, vehicle access way or pedestrian crosswalk.



- f. The Commission has the authority to allow a deviation to the stacking requirement based upon a study submitted by a traffic engineer which provides evidence to allow the reduction of these stacking requirements.

The proposed drive-thru does comply with the applicable standards.

4. The applicant has submitted a final plat and site plan application for the property as well. Staff is actively working with the applicant on the review on the applications.
5. The proposed site plan layout shows an access drive into the site between 58 Highway and Brome Drive. With the quick turn-over traffic that is typically associated with fueling stations, staff recommends that left-hand turns onto northbound Fox Ridge Drive from any access drive be prohibited

The location of the access would still allow for:

1. Right turns into the side from southbound Fox Ridge
2. Right turns out of the site onto southbound Fox Ridge

Left-hand turns onto northbound Fox Ridge Drive from Brome Drive would still be permitted.

## STAFF PROPOSED FINDINGS OF FACT

Chapter 470, Section 470.030(E) of the Unified Development Code states that a Conditional Use Permit may be granted by the City Council by ordinance provided that specific written findings of fact have been made by the Planning and Zoning Commission based upon the particular evidence presented which supports the following conclusions :

1. **the proposed conditional use complies with all applicable provisions of the Unified Development Code.** Section 420.030(J) of the Unified Development Code outlines the use-specific standards that apply to gas station facilities within the City. The proposed Conditional Use Permit, and site layout do comply with all of the applicable provisions within the UDC.
2. **it is in the interest of the public welfare or convenience and will not have a significant adverse impact on the general welfare of the neighborhood or community.** The requested CUP is in the general interest of the community, and will not have a significant adverse impact on surrounding properties.
3. **the proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.** The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.

The subject property, as well as adjacent property are zoned to accommodate existing or future commercial development, which is compatible with the proposed conditional use.

**4. it is compatible with the character of the surrounding property in terms of site planning, building scale, and project design.**

The proposed use is compatible with surrounding property. Site layout, building scale and design are consistent with adjacent developments.

**5. it is compatible with the character of surrounding property in terms of operating characteristics, such as hours of operation, outdoor lighting, noise, and traffic generation.**

The proposed use is compatible with surrounding properties in terms of operating characteristics. The subject property is adjacent to (2) pharmacies (CVS and Walgreens) to the east, and a liquor store and other commercial uses to the north, all of which have similar operational characteristics. The roadways surrounding the property were designed to handle traffic volumes associated with the proposed use.

Additionally, the site has been designed to minimize substantial impacts on existing roadways.

**6. the location and size of the conditional use, the nature or intensity of the proposed conditional use would prevent the development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will adversely affect the immediate neighborhood, consideration must be given to:**

**a. the location, nature and height of buildings, structures, walls, and fences on the site** The location, nature and height of buildings, structures, wall and fences on the site will not prevent the development of neighboring properties under the existing zoning classification.

**b. the nature and extent of landscaping and screening on the site.** Landscaping and screening on the site have been placed in such a way to minimize the visual impact of the proposed conditional use, including the screening of parking areas and fueling areas, trash and recycling enclosures.

**7. off-street parking and loading areas will be provided in accordance with the standards set forth in the Unified Development Code, and such areas will be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect.**

The property does not abut any residential zoning districts, however, parking areas, fueling areas, and other areas prone to traffic have been screened in accordance with the standards set forth in the Unified Development Code.

8. **existing public facilities (infrastructure) and services are adequate to accommodate the additional demands of the proposed use or will be made to accommodate such demands without substantially increasing public expenditures.** Public infrastructure currently exists to serve the demands of the site under the proposed conditional use. Extensions of those facilities will need to occur in order to serve the site, which are being proposed as part of the site development process.
9. **it will not have a significant adverse impact on pedestrian safety and comfort.** Accommodations have been made, including sidewalk connections, ADA ramps, and crosswalk striping that will prioritize and delineate the separation of pedestrian traffic and vehicular traffic. The proposed use will not have a significant adverse impact on pedestrian safety and comfort.
10. **adequate access roads or entrance and exit drives will be provided and will be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys; and**

The preliminary plat contemplated the development of the property as such, and identified key access points and improvements both in and out of the site that will minimize impacts on existing roadways and intersections.

11. **all special conditions have been met as set forth by Chapter 420.**

All special conditions set forth by Chapter 420 of the Unified Development Code have been met.

## REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1<sup>st</sup></u>	<u>City Council 2<sup>nd</sup></u>
Review	July 2, 2019	July 8, 2019	July 22, 2019

## STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #19013: HyVee Fast & Fresh CUP - Fueling Station to the City Council with a recommendation of approval, subject to the following conditions:

1. Appropriate traffic control measures shall be incorporated into the site plan to prevent left-hand turning movements onto northbound Fox Ridge from the proposed access drive.

## **PLANNING COMMISSION RECOMMENDATION - 7/2/2019**

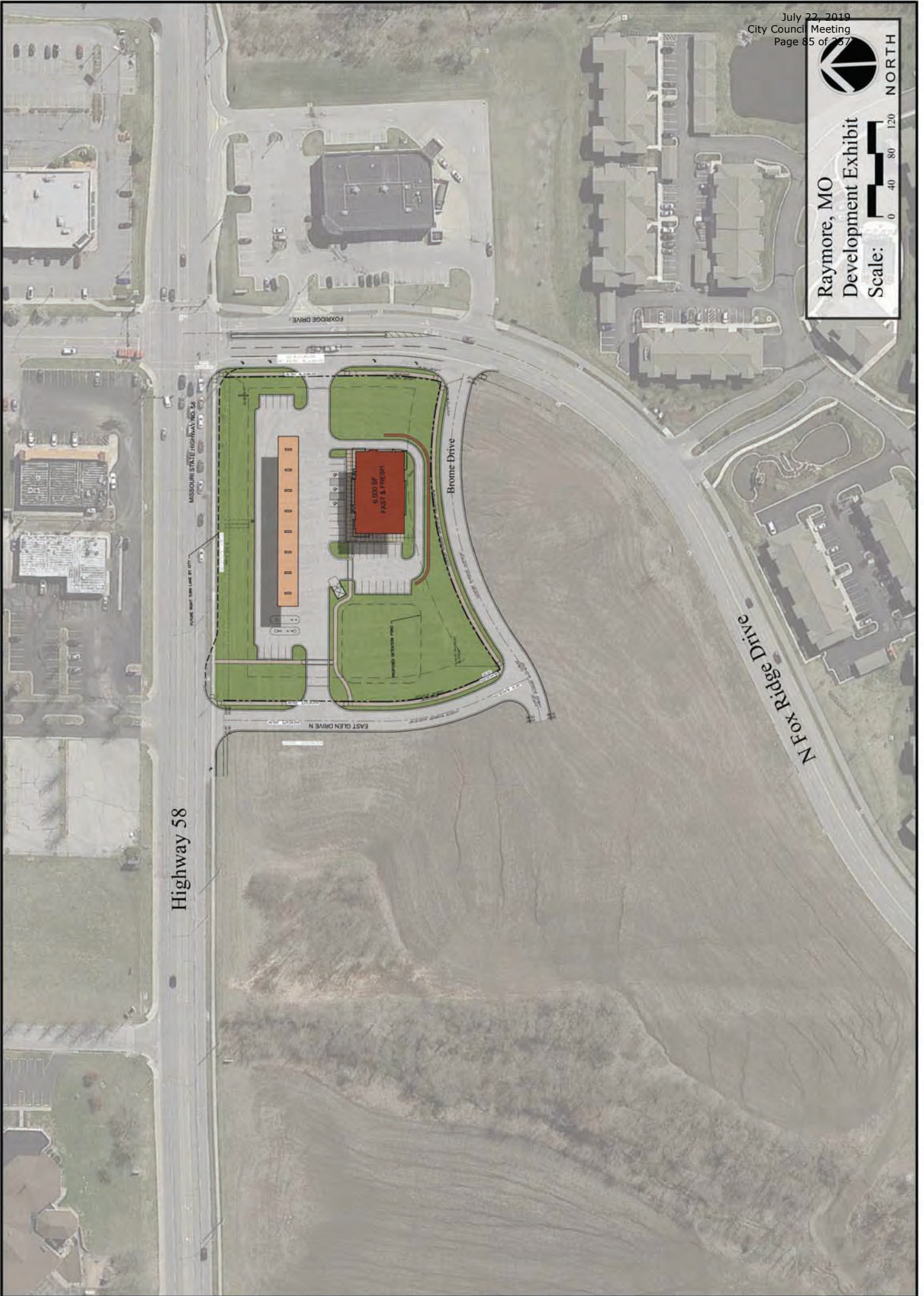
The Planning and Zoning Commission, at its July 2, 2019 meeting, voted 9-0 to accept the staff proposed findings of fact and forward Case #19013: HyVee Fast & Fresh CUP - Fueling Station to the City Council with a recommendation of approval, subject to the following conditions:

1. Appropriate traffic control measures shall be incorporated into the site plan to prevent left-hand turning movements onto northbound Fox Ridge from the proposed access drive.



Raymore, MO  
Development Exhibit

Scale: 0 40 80 120



Highway 58

MISSOURI STATE HIGHWAY NO. 58

EAST GLEN DRIVE N

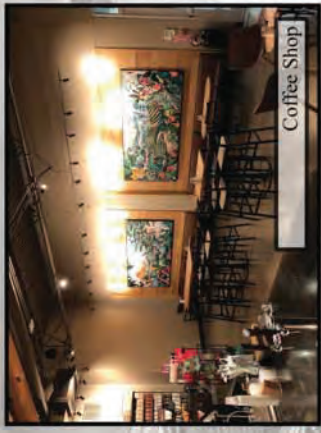
Bromo Drive

N Fox Ridge Drive

FOURDGE DRIVE

6,000 SF  
FAST & FRESH

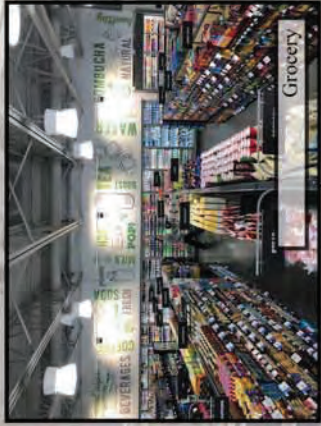
# Raymore Fast & Fresh Products and Services Images 6,500 SF Store



Coffee Shop



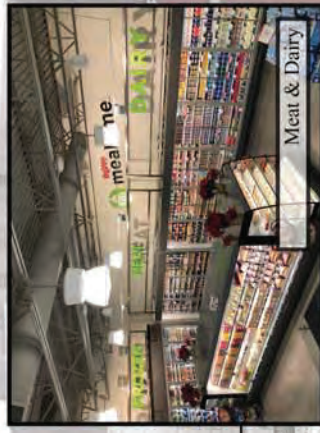
Made to Order Pizza



Grocery



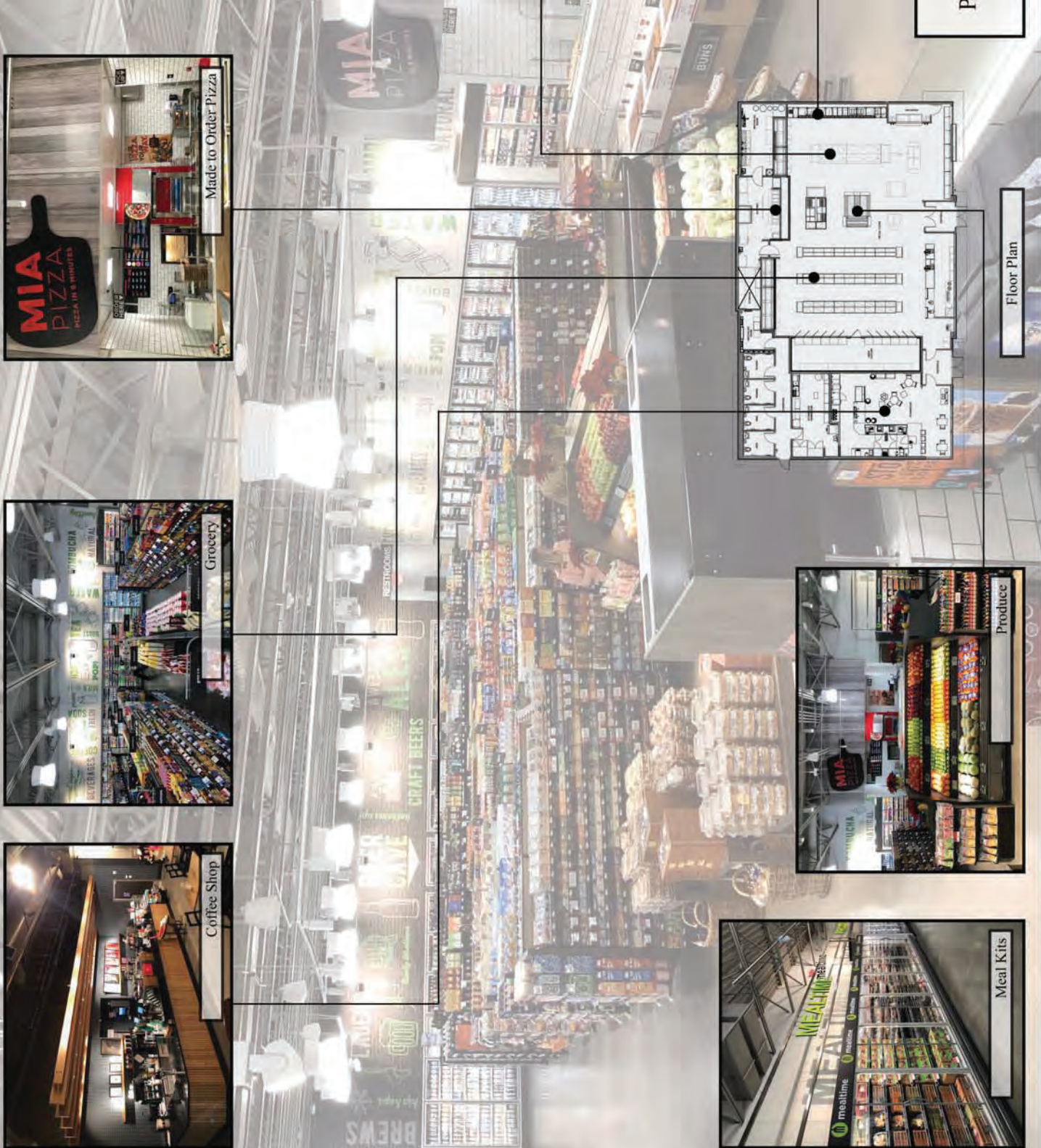
Coffee Shop



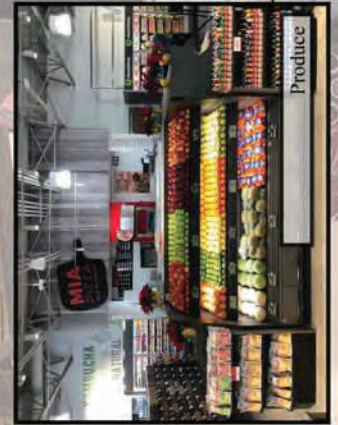
Meat & Dairy



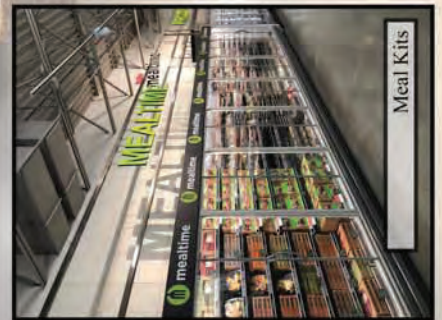
Seating



Floor Plan



Produce



Meal Kits



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: July 8, 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 3466 - Inflow and Infiltration Reduction Project

**STRATEGIC PLAN GOAL/STRATEGY**

Strategy 2.2.3 Value and protect natural resources and green spaces

**FINANCIAL IMPACT**

Award To:	Breit Construction
Amount of Request/Contract:	\$118,922
Amount Budgeted:	\$126,075
Funding Source/Account#:	Enterprise Capital Maintenance Fund (54)

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
October 2019	January 2020

**STAFF RECOMMENDATION**

Approve

**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

This project involves the testing and sealing of manholes to prevent clean water from entering the sanitary sewer system. The work will be occurring in the area shown on the attached map.

Two (2) bids were received and summarized below:

Bidder:	Amount:
Breit Construction LLC	\$118,922
J&N Utilities Inc.	\$254,625

Staff recommends award of the contract to Breit Construction LLC in the amount of \$118,922.



**BILL 3466**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION FOR THE INFLOW AND INFILTRATION REDUCTION PROJECT, CITY PROJECT NUMBER 19-321-201, IN THE AMOUNT OF \$118,922 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”**

**WHEREAS**, the Inflow and Infiltration Reduction 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 9, 2019; and

**WHEREAS**, staff recommends award of the contract to Breit Construction LLC in the amount of \$118,922.

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

Section 1. The City Manager is hereby directed to enter into a contract in the amount of \$118,922 with Breit Construction LLC., for the Inflow and Infiltration Reduction Project.

Section 2. The City Manager and City Clerk are hereby 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 8TH DAY OF JULY, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND 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  
CONTRACT FOR SERVICES

**2019 Inflow and Infiltration Reduction Project**

Agreement made this 22nd day of July, 2019, between Breit Construction LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 551, Raymore, MO 64083, 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 22, 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 19-321-201 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 **90** 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 \$118,922.00.

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)

**BREIT CONSTRUCTION LLC**

By: \_\_\_\_\_  
*Andrew C. Post*

Title: \_\_\_\_\_  
*General Manager*

Attest: \_\_\_\_\_  
*JL*

**APPENDIX A**  
**SCOPE OF SERVICES AND SPECIAL PROVISIONS**

**2019 Inflow and Infiltration Reduction Project**

**ANTICIPATED SCOPE OF SERVICES:**

Project consists of rehabilitating manholes, which includes chemical grouting all pipe seals, manhole joints and wall and bench joints in each manhole, installing chimney seals, and removing and grouting manhole steps in the prescribed area, raising manholes (if required) by the addition of a 4' cone section or a 2' barrel section and adjusting manholes to grade.

**1. SPECIFICATIONS WHICH APPLY**

The performance of the work required and 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 following:

1. Raymore Specifications
  - a. "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" July 2013 and all subsequent revisions.
2. MODOT Specifications
  - a. "Missouri Standard Specifications for Highway Construction" 2016 Edition
3. APWA Specifications
  - a. Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition.

Hierarchy for the specification shall be in the order shown, **except as modified or altered by these Special Provisions**, and the current contract document entitled:

**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

Following are the completion dates for various portions of the contract. These completion dates shall be strictly adhered to.

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" July 2013 shall be amended to include the following:

Contractor shall complete work within **90** 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.

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, providing all construction plant equipment and tools, 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.

**BASE BID**

- 1. Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment. This

includes all construction and survey controls needed for proper layout and performance of the work. The total lump sum price for this item shall not exceed 5% of the total base bid price.

2. **Rehabilitate Manhole:** Shall be considered a lump sum item for payment. The cost for this item shall include all equipment, labor, testing and materials required to chemical grout (injection) all pipe seals, manhole joints and wall and bench joints in each manhole in the prescribed area. The cost for this item shall also include installing chimney seals (**Prime Guard 7500** or equivalent) and removing and patching steps in each manhole.
3. **Grout Barrel or Cone Joint (Over 15 feet) :** Shall be measured and paid for per each as indicated on the Bid Form. The unit cost for this item shall include all equipment, labor and materials required to grout wall joints above fifteen (15) feet of elevation.
4. **Raise Manhole (2' Barrel or 4' Cone):** Manhole adjustment shall be measured and paid for per each as indicated on the Bid Form. The unit cost for this item shall include all equipment, labor and materials required to excavate and raise the manhole to above Base Flood Elevation (BFE) by the addition of 2' Barrel Section or 4' Cone. **Excavation, cone or barrel, bolted manhole ring and cover and sealing are subsidiary to this item.** All manholes to be adjusted are in grassy areas (no asphalt or concrete.)
- 5-6. **Adjust Manhole to Grade and Seal Frame:** Manhole adjustment shall be measured and paid for per each as indicated on the Bid Form. The unit cost for this item shall include all equipment, labor and materials required to excavate and raise (or lower) the manhole lid to match the existing grade as per City of Raymore Standard Specifications. Restoration of yard, grade adjustment rings and sealing are subsidiary to this item. All manholes to be adjusted are in grassy areas (no asphalt or concrete.) Cost is assumed for the addition or removal of one (1) ring.
7. **Bolted Manhole Ring and Cover:** Shall be measured and paid for per each as indicated on the Bid Form. The unit cost for this item shall include all equipment, labor and materials required to remove and replace existing ring and per The city of Raymore's specifications. **Grouting and sealing manhole ring and cover are subsidiary to this item.** All manholes to be adjusted are in grassy areas (no asphalt or concrete.)

**8. Restoration (Grassy Areas):** This work is subsidiary to Manhole Rehabilitation and shall follow the APWA guidelines in Section 2400 "Seeding and Sodding". Private landscaping within the City's right-of-way is the Homeowner's responsibility and not subject to restoration. Homeowner shall be given the opportunity to remove landscaping prior to construction. Project area is generally pasture or field.

7. MANHOLE REHABILITATION

**PART 1. GENERAL**

1.1.1 The Contractor shall rehabilitate the manholes shown on the map location sheets. Rehabilitation shall include: chemical grouting all pipe seals, manhole joints and wall and bench joints in each manhole, installing chimney seals, and removing and grouting manhole steps in the prescribed area.

1.1.2 The Work shall include the furnishing of all supervision, materials, equipment, tools, and labor as required for the rehabilitation of the manholes. The Contractor shall be responsible for site restoration to original or better condition.

1.2 Measurement and Payment. Measurement and Payment for the Work Items included in the Manhole Rehabilitation Schedule shall be as described in the Special Provisions.

**PART 2. PRODUCTS**

2.1 Manhole Castings. Manhole castings shall be gray cast iron free of defects such as porosity, blow holes, parting fins, pouring gates, rough surfaces, shrinkage or other defects. Manhole frame and cover shall be manufactured to conform to the shape, dimensions and other requirements as shown on the standard details. Manhole castings shall conform to Class 30B of ASTM A 48-83. The manhole frame shall have a minimum weight of 250 lbs; the cover shall have a minimum weight of 160 lbs.

2.2 Jointing Compound. Jointing compound shall be preformed butyl joint sealer. The minimum bead dimension of the preformed material shall be one-inch (1") square. The sealant shall be butt-joined and not lapped.

2.3 Adjustment Ring. New manhole grade adjustment shall be light weight, fiber reinforced precast concrete rings meeting the requirements of ASTM C478 or high density polyethylene riser rings, manufactured from injection molded recycled HDPE, conforming to the requirements of ASTM D 1248.

- 2.4 Internal Manhole Chimney Seal. **Prime Guard 7500** or equivalent.
- 2.5 Concrete Bonding Agent. The bonding agent used to improve adhesion between mortar, existing brick and concrete surfaces shall be a special formulation of acrylic polymers and modifiers, designed for use as an additive to cement mixes to improve adhesion and mechanical properties.
- 2.6 Cement Patch. Material used for sealing holes and cracks that are not actively leaking shall be a rapid set, hand mixed and hand applied cementitious product with set modifiers. The patching material is to be mixed and applied according to manufacturer's recommendations, and shall meet or exceed the following physical property requirements:

Compressive Strength [ASTM C-109]:	15 min:	200	psi
	1 hr	800	psi
	6 hr	1400	psi
	24 hr	2000	psi
	28 day	4500	psi
Shrinkage [ASTM C-596]:	0% at 90% relative humidity		
Bond Strength [ASTM C-952]:	145 psi		
Mix Ratio (by Volume):	1 part water to 3 parts patching mix		
Mix Time:	Hand mix only - maximum, 1-2 min.		
Wet Density:	105 pcf, $\pm$ 5 pcf		
Placement Time:	5 - 10 min		
Flow Release:	15 - 30 min after placement		

- 2.7 Cement Plug. The grout used to plug active infiltration shall be a rapid set hand mixed and hand applied cementitious product with set modifiers and other additives. The plugging mix is to be mixed and applied according to manufacturer's recommendations, and shall meet or exceed the following physical property requirements:

Compressive Strength [ASTM C-109]:	1 hr	>400	psi
	24 hr	>1800	psi
	28 day	>5500	psi
Expansion [ASTM C-827]:	0.10%		
Pull Out Strength [ASTM C-234]:	14,000 lb		
Sulfate Resistance [ASTM C-267]:	No weight loss after 15 cycles, 2000 ppm sulfuric acid, test continuing		

Freeze / Thaw Resistance	
[ASTM C-666 Method A ]:	100 cycles; no weight loss
Set Time [ASTM C-191]:	60-90 sec

## 2.8 Chemical Grout

At his option, the Contractor may use acrylamide or urethane chemical grout gel to seal external voids and internal defects. The Contractor may also use chemical grout to stop active leaks in the manhole prior to completing other scheduled Work. Chemical grouting of the wall and bench joint defects shall be completed using one of the following materials. The chemical grout material shall meet the following requirements.

**2.8.1 Acrylamide Base Gel.** Acrylamide base gel shall meet the following requirements:

1. A minimum of ten percent (10%) acrylamide base material by weight in the total sealant mix. A higher concentration (%) of acrylamide base material may be used to increase the strength or offset dilution during injection.
2. The ability to tolerate some dilution and react in moving water during injection.
3. A viscosity of approximately two (2) centipoise which can be increased with additives.
4. A constant viscosity during the reaction period.
5. A controllable reaction time from ten (10) seconds to one (1) hour.
6. A reaction (curing), which produces a homogeneous, chemically stable, non-biodegradable, firm, flexible gel.
7. The ability to increase mix viscosity, density and gel strength by the use of additives.
8. Any additives for reinforcing the gel, catalyzing the gel reaction, inhibiting the gel reaction, buffering the solution, lowering the freezing temperature of the solution, or for inhibition of root growth shall be utilized in accordance with manufacturer's recommendations. If pressure grouting of manholes is to be done in temperatures less than forty degrees (40°) F, it must be done in accordance with manufacturer's recommendations. The Acrylamide Base Gel shall be "AV 100" as manufactured by Avanti International or approved equal.

**2.8.2 Urethane Base Gel.** Urethane base gel shall meet the following requirements:

**Prime Flex Hydro Gel SX** or equivalent.

1. One (1) part urethane prepolymer thoroughly mixed with between five (5) and ten (10) parts of water by weight.
2. A liquid prepolymer having a solids content of seventy-seven to



- eighty-three percent (77-83%), specific gravity of 1.04, and a flash point of twenty degrees (20°) F.
3. A liquid prepolymer having a viscosity of six hundred (600) to twelve hundred (1200) centipoise at seventy degrees (70°) F that can be pumped through five hundred feet (500') of one-half inch (1/2") hose with a one thousand pounds per square inch (1000 psi) head at a flow rate of one (1) ounce per second.
  4. The water used to react the prepolymer should have a pH of five (5) to nine (9).
  5. A cure time of eighty (80) seconds at forty degrees (40°) F, fifty-five (55) seconds at sixty degrees (60°) F, and thirty (30) seconds at eighty degrees (80°) F when one (1) part prepolymer is reacted with eight (8) parts of water only.
  6. A cure time that can be reduced to ten (10) seconds for water temperatures of forty degrees (40°) F to eighty degrees (80°) F when one (1) part prepolymer is reacted with eight (8) parts of water containing a sufficient amount of gel control agent additive.
  7. A relatively rapid viscosity increase of the prepolymer/water mix. Viscosity increases from about ten (10) to sixty (60) centipoise in the first minute for one (1) to eight (8) prepolymer/water ratio at fifty degrees (50°) F.
  8. A reaction which produces a chemically stable and non-biodegradable, tough, flexible gel.
  9. The ability to increase mix viscosity, density, gel strength and resistance to shrinkage by the use of additives to the water.
  10. Any additives for reinforcing the gel, catalyzing the gel reaction, inhibiting the gel reaction, buffering the solution, lowering the freezing temperature of the solution, or for inhibition of root growth shall be utilized in accordance with manufacturer's recommendations. If pressure grouting of manholes is to be done in temperatures less than forty degrees (40°) F, it must be done in accordance with manufacturer's recommendations. The Urethane Base Gel shall be "Scotch-Seal 5610" as manufactured by 3M or approved equal.

### **PART 3. EXECUTION.**

#### **3.1 Manhole Frame Replacement.**

Where directed, a new frame and cover shall be provided. Replacement of manhole frame and cover shall be in accordance to the requirements of Section 3.2 consist of: providing a new frame and cover as specified; setting the new frame and cover in place as shown; and the removal and legal disposal of the old frame and cover.

#### **3.2 Adjust to Grade and Seal Frame.** Where directed, the manhole shall be adjusted to grade and the frame sealed as specified herein.

3.2.1 Excavation and Preparation of Jointing Surfaces. The excavation shall be to a depth 6" below the cone top/adjustment ring top.

The joint between the new/existing frame and existing grade adjustment or cone shall be sealed with two (2) concentric rings of butyl joint material. If the surface of the existing cone/grade adjustment is rough and irregular and will not provide an adequate bearing surface, a ¾-inch thick bed of mortar conforming to the requirements of "Cement Patch" as approved in these Specifications shall be applied. A concrete bonding agent shall be mixed into the cement patch material as recommended by the manufacturer of the bonding agent. The joint sealing compound shall be applied only after the mortar bed has sufficiently set.

- 3.2.2 Joint Wrap. Butyl joint wrap shall be required at the frame seal joint and installed as recommended by the manufacturer.
- 3.2.3 Top Elevations. Tops of manholes located in paved areas and unpaved traveled ways shall be set flush to existing pavement or existing finished grade. Tops of manholes located in unpaved areas shall be set two inches above existing grade. The Contractor shall backfill excavation as detailed on the standard details contained in the project Plans. Final restoration shall be completed as specified in APWA Section 2400 – Seeding and Sodding and 2500 – Sanitary Sewers.

### **3.3 Rehabilitate Frame Seal**

- 3.3.1 Prior to installation of the flexible liner all repairs shall be made using a cementitious patching material that is compatible with the flexible sealing material.
- 3.3.2 The installation of a flexible epoxy grade adjustment and frame seal liner shall consist of cleaning the interior surface of the manhole frame and cover; lining the interior of the manhole with the two component, 100% solids epoxy coating system.
- 3.3.3 The entire interior surface of the frame and cover shall be prepared according to SSPC-SP6 "Commercial Blast Cleaning." An alternative method of cleaning maybe the use of a high pressure (greater than 5000 psi) water (potable) spray or water with sand injections. The anchor profile for surface preparation shall be a minimum of 2 mils. All excess joint sealant shall be removed prior to the installation of the flexible epoxy coating material.
- 3.3.4 The average liner thickness will be 250 mils with a minimum thickness of 245 mils from six (6") inches below the top of the cone section to a minimum of three inches on the bottom of the frame.

**3.4 Rehabilitate Grade Adjustment.** Where directed on the Manhole Rehabilitation Schedule, grade adjustment defects shall be repaired as specified herein. The area from three inches above the bottom of the frame to three inches below the top of the cone shall be repaired in accordance with these specifications.

3.4.1 All repairs shall be made using a cementitious patching material that is compatible with the flexible sealing material.

3.4.2 The installation of a flexible epoxy grade adjustment and frame seal liner shall consist of cleaning the interior surface of the manhole frame and cover; lining the interior of the manhole with the two component, 100% solids epoxy coating system.

3.4.3 The entire interior surface shall be prepared according to SSPC-SP6 "Commercial Blast Cleaning." An alternative method of cleaning maybe the use of a high pressure (greater than 5000 psi) water (potable) spray or water with sand injections. The anchor profile for surface preparation shall be a minimum of 2 mils. All excess joint sealant shall be removed prior to the installation of the flexible epoxy coating material.

3.4.4 The average liner thickness will be 250 mils with a minimum thickness of 245 mils from six (6") inches below the top of the cone section to a minimum of three inches on the bottom of the frame.

3.4.5 Curing of the applied lining material shall be done in accordance with the manufacturer's recommendations. Sufficient cure time shall be provided prior to subjecting the applied liner to active flow. Traffic shall not be allowed over substrates until sufficient cure time has elapsed.

**3.5 Rehabilitate Pipe/Joint Seals.**

3.5.1 Rehabilitate pipe/joint seals shall consist of: the removal of mineral deposits, roots, unsound concrete, or other material that will hinder the bonding of the cement patch material; pressure washing of the manhole pipe seal surface; plugging and patching of pipe seal defects using the cement patch/plug material as required; injection of acrylamide or urethane chemical grout to seal external voids and internal defects; and final patching of the grout injection holes. All voids and cracks of more than 0.25-inch shall be repaired with cement patching material. All active leaks shall be repaired with cement plugging material All pipe seals in the manhole shall be rehabilitated.

- 3.5.2 To assure that pipe/joint seals are surrounded and waterproofed, a minimum of two (2) grout injection holes shall be drilled at locations outside of the upper left and upper right quadrants of the pipe. If a pipe is above the bench, four (4) holes shall be drilled around the pipe. Manholes that have service laterals piped to them shall have the lateral included in the repair. The grout shall be injected through holes under pressure with a suitable probe as recommended by the manufacturer.
- 3.5.3 Grout travel is verified by observation of grout from defects and/or holes near the point of injection. Upon this observation, the grouting probe should be moved to the next injection hole. This procedure shall be repeated until the pipe seals are externally sealed with grout. After removal of the grouting probe, injection holes shall be cleaned and plugged with a cement patching material.
- 3.5.4 Chemical grout injection pumps shall be equipped with meters for monitoring pressure during the injection of the chemical sealants. The injection pressure shall not cause damage to the manhole structure or the surrounding surface features.

### **3.6 Rehabilitate Bench and Invert.**

- 3.6.1 Rehabilitate bench and invert shall consist of: the removal of all unsound cement, debris, grease, roots, or any other material that will hinder the bonding of the cement patch material; pressure washing of the manhole bench and invert surface; plugging and patching of bench and invert defects using the cement patch/plug material as required; and the reforming and refinishing the bench and invert using cement patch material.
- 3.6.2 Prior to reforming and refinishing loose bricks and mortar, unsound concrete, grease, roots, mud and debris shall be completely removed to a depth necessary to expose a sound sub-base to allow for proper forming, shaping and finishing of the bench and invert. Removed bricks shall be replaced, actively leaking areas plugged, voids and cracks patched, and flow through the manhole blocked and bypassed.
- 3.6.3 The bench and invert shall be formed, shaped and finished using cement patch material to construct a manhole floor and flow channels. Benches and inverts shall be shaped and finished smooth and free of ridges so that manholes will be self-cleaning and free of areas where solids may be deposited as sewage flows through the manhole from all in-flowing pipes to the out-flowing pipe.

3.6.4 The cement patch material shall be troweled uniformly onto the damaged bench and invert at a minimum thickness of ½-inch. The cement patch material shall not be allowed to enter any pipes. The flow through the manhole may be re-established within 30 minutes after placement of the patch material.

**3.7 Rehabilitation Requirements.** The following general paragraphs apply to the rehabilitation for all components of a sanitary manhole.

3.7.1 All surfaces to be repaired shall be clean and free of grease, debris, unsound concrete, or any other material that will hinder bonding. Wet or dry sand blasting per manufacturer's instructions shall be the primary method of cleaning; however, other methods such as acid wash, concrete cleaners, degreasers or mechanical means may be required to properly clean the surface. Surfaces on which these other methods are used shall be thoroughly rinsed, scrubbed, and neutralized to remove cleaning agents and their reactant products.

3.7.2 Active infiltration shall be repaired by utilizing a cement plug or chemical grout .

3.7.3 All cracks, joints, voids, lifting holes, or any other area showing signs of deterioration or infiltration shall be patched. All loose or disintegrated material shall be removed from the area to be patched exposing a sound sub-base.

3.7.4 A waterproof, flexible coating in accordance with paragraph 2.11 of this section shall be applied where defects have been located. The coating shall be applied in accordance with the manufacturer's recommendations to surfaces that are free of cracks or voids wider than 1/16 inch. The minimum thickness shall be as recommended by the manufacturer for the material to be applied. The coating shall be installed the full circumference of the entire joint to repair joint defects. When completed, the coating shall be free of any bubbles or pinholes.

3.7.5 Curing of the applied lining material shall be done in accordance with the manufacturer's recommendations. Sufficient cure time shall be provided prior to subjecting the applied liner to active flow. Traffic shall not be allowed over substrates until sufficient cure time has elapsed.

3.7.6 No application shall be made to frozen surfaces, or if freezing is expected to occur inside the substrate within 24 hours after the application. Specific recommendations and field methods approved by the manufacturer shall be followed for applying

lining material when ambient temperatures are less than 45° F or in excess of 95° F.

During the application, a wet film gauge shall be used regularly to insure that minimum thickness is being maintained. After the epoxy liner has set (hard to the touch), all visible pinholes shall be repaired. Repairs shall be made by lightly abrading the surface and brushing the lining material over the area. All blisters and evidence of uneven coverage shall be repaired according to the manufacturer's recommendations

8. ADDITIONAL INFORMATION

8.1 Project is tax exempt.

**CITY OF RAYMORE, MISSOURI**  
**#19-321-201**

**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 19-321-201

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

I (authorized agent) Andrew Breit having authority to act on behalf of (Company name) Breit Construction LLC do hereby acknowledge that (Company name) Breit Construction 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: BREIT CONSTRUCTION LLC

ADDRESS: PO Box 551 Street

ADDRESS: Raymore MO 64083  
City State Zip

PHONE: (913) 485-8008

E-MAIL: andy.breit@breitconstructionllc.com

DATE: 5/9/2019 Andrew Breit - General Manager  
(Month-Day-Year) 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 19-321-201

**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 \_\_\_ 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 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 19-321-201

**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

<b>COMPANY NAME</b>	<i>See attached work reference</i>
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

State the number of Years in Business: 35

State the current number of personnel on staff: 10



**PO Box 551 Raymore, MO. 64083**

**Contact: Andy Breit (913) 485-8008**

### **Work Reference**

**Name: City of Raymore**

**Contact: Lorie Crandall**

**Mailing Address: 100 Municipal Circle Raymore, MO 64083**

**Telephone: 816-331-1852      Email: lcrandell@raymore.com**

**Project Name: 2016 Sanitary Sewer Rehabilitation**

**Amount: \$123,830**

**Date Completed: 5/5/2017      Scope: Rehabilitate manholes**

**Name: Cass County Water District #3**

**Contact: Anita Delaney**

**Mailing Address: 120 SE 30<sup>th</sup> St. Lee's Summit, MO 64082**

**Telephone: 816-246-6700      Email: pwsd3ajd@aol.com**

**Project Name: Chateau Place Water Main Replacement**

**Amount: \$13,838**

**Date Completed: 6/7/2018      Scope: Install water main**

**Name: Wil-Pav Inc.**

**Contact: Dan Ward**

**Mailing Address: 12900 E. Kentucky Rd. Sugar Creek, MO 64050**

**Telephone: 816-836-1786      Email: dan@wilpav.com**

**Project Name: High Drive Parking Lot – Grandview High School**

**Amount: \$110,838**

**Date Completed: 7/17/2017      Scope: Install site utilities – storm sewer**

**Name: City of Lake Lotawana**

**Contact: Keith Herzberg**

**Mailing Address: 100 Lake Lotawana Road Lake Lotawana, MO 64086**

**Telephone: 816-578-4215      Email: kherzberg@lakelotawana.org**

**Project Name: Lake Lotawana Sanitary Sewer Point Repairs**

**Amount: \$121,285.75**

**Date Completed: In Progress      Scope: Sanitary sewer point repairs**

**Name: City of Raymore**

**Contact: Paschal Smith**

**Mailing Address: 100 Municipal Circle Raymore, MO 64083**

**Telephone: 816-331-1852      Email: psmith@raymore.com**

**Project Name: Morningview Emergency Water Repair**

**Amount: \$29,859**

**Date Completed: 3/25/2019      Scope: Emergency replacement of 6" water line**

**PROPOSAL FORM D**

RFP 19-321-201

Proposal of BREIT CONSTRUCTION LLC, organized and  
(Company Name)  
existing under the laws of the State of Missouri, doing business  
as partnership (\*)

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. 19-321-201 – 2019 Inflow and Infiltration Reduction Project.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) \_\_\_\_\_, 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. 19-321-201**

**2019 Inflow and Infiltration Reduction Project**

**Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	LS	1	\$ 5,664	\$ 5,664
Rehabilitate Manholes	EA	35	\$ 2,530	\$ 88,550
Grout Barrel or Cone Joint Over 15'	EA	10	\$ 280	\$ 2,800
Adjust Manhole to Grade	EA	5	\$ 988	\$ 4,940
Raise Manhole - 2' Barrel Section (5' Diameter)	EA	2	\$ 2,372	\$ 4,744
Raise Manhole - 4' Cone Section (5' Diameter)	EA	2	\$ 2,317	\$ 4,634
Bolted Manhole Ring and Cover	EA	5	\$ 1,518	\$ 7,590
<b>TOTAL BASE BID</b>				<b>\$ 118,922</b>

**Total Base Bid for Project Number: 19-321-201**

\$ 118,922

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

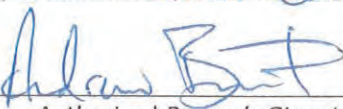
(\$ One hundred eighteen thousand nine hundred twenty-two dollars.)

**In blank above write out the sum of the bid.**



**BID PROPOSAL FORM E – RFP 19-321-201  
CONTINUED**

**Company Name** BREIT CONSTRUCTION LLC

**By**   
Authorized Person's Signature

Andrew Breit - General Manager  
Print or type name and title of signer

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

**Company Address** PO Box 551

Raymore, MO

64083

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

**Phone** (913) 485-8008

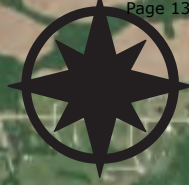
Addendum No. \_\_\_\_\_

**Fax** (816) 322-1241

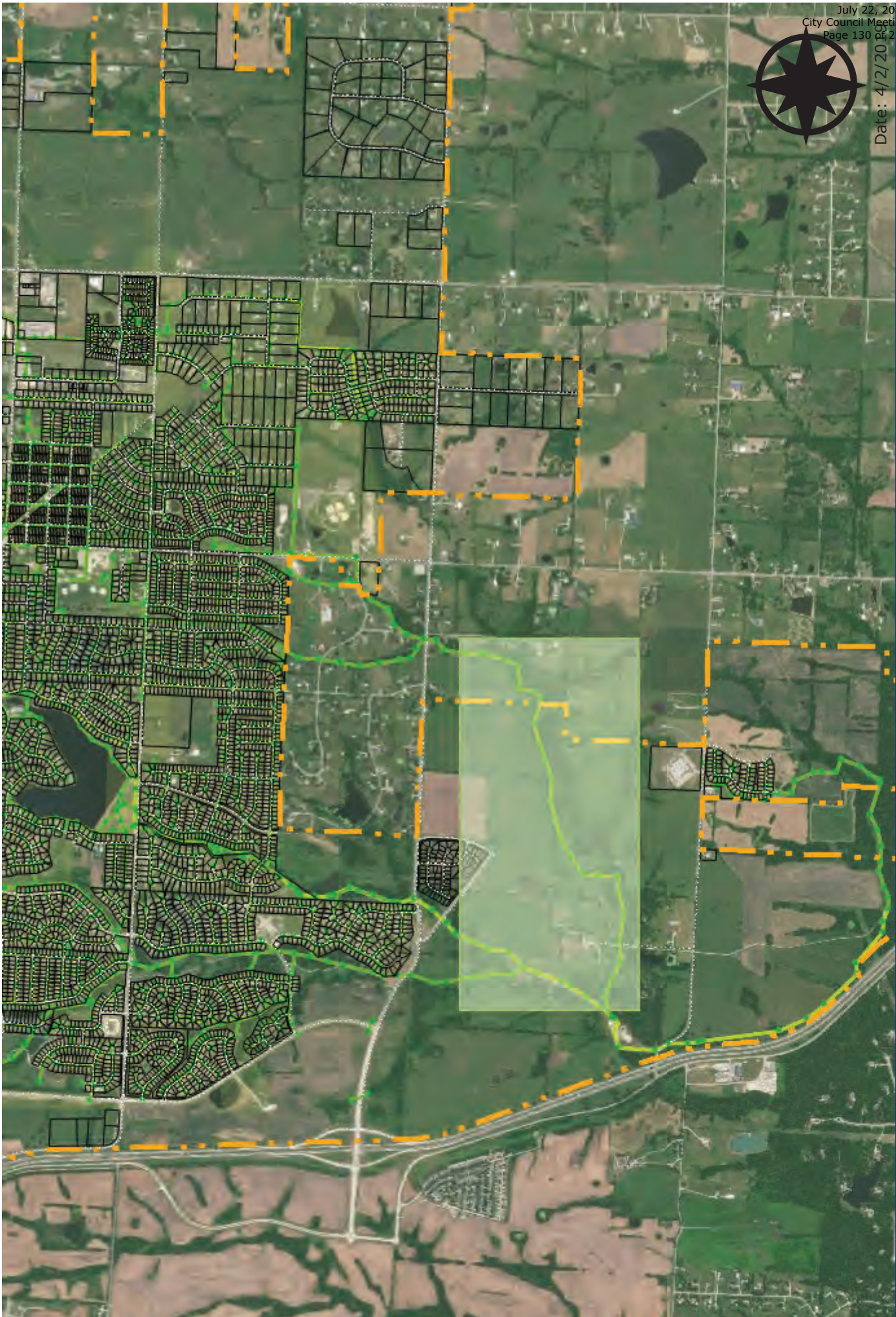
**Email** andy.breit@breitconstructionllc.com

**Date** 5/9/2019

**LATE BIDS CANNOT BE ACCEPTED!**



Date: 4/2/20



The City makes no warranty of any kind, expressed or implied, regarding fitness of information shown for a particular use.



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: July 8, 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 3474 Approval of Hawk Ridge Park Light Installation by Black & McDonald

**STRATEGIC PLAN GOAL/STRATEGY**

2.3.1 Incorporate new technology and practices to develop safer pedestrian walkways and trails

**FINANCIAL IMPACT**

Award To:	Black & McDonald
Amount of Request/Contract:	\$87,678.36
Amount Budgeted:	\$100,000
Funding Source/Account#:	Fund 47

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
July 2019	September 2019

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Proposal

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

This project will provide for the installation of lights along the boardwalk at Hawk Ridge Park.

The City currently utilizes Black & McDonald for streetlight maintenance and repairs throughout the City. This contract includes the installation of street lights on a case-by-case basis. Staff requested a proposal for this work and received a quote in the amount of \$87,678.36.

Staff recommends award of this work to Black & McDonald under our current contract.

**BILL 3474**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BLACK & MCDONALD FOR THE HAWK RIDGE PARK LIGHT INSTALLATION PROJECT, IN THE AMOUNT OF \$87,678.36 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

**WHEREAS**, the FY 2017 Capital Budget provided funding in the amount of \$100,000 for trail lighting; and

**WHEREAS**, the City has contracted with Black & McDonald for the trail lighting project; and

**WHEREAS**, the contract includes provisions for the installation of new lights on a case-by-case basis.

**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 \$87,678.36 with Black & McDonald for the Hawk Ridge Park Light Installation 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 8TH DAY OF JULY, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND 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



6001 Front Street, Kansas City, MO. 64120  
 Phone: 816-483-0257 Fax: 816-483-2111

# Proposal

SUBMITTED TO: CITY OF RAYMORE, MO	DATE: 06/07/2019
	PHONE/FAX:
ATTENTION: GREG ROKOS	JOB NAME RAYMORE PARK LIGHTING
ADDRESS: 100 MUNICIPAL CIRCLE	JOB LOCATION: RAYMORE PARK
CITY/STATE/ZIP: RAYMORE, MO	ENGINEER/DATE OF PLANS:
<p><b>SCOPE OF WORK TO BE PERFORMED:</b> INSTALL 7- 12' POLES, BASES, AND LED LIGHT FIXTURES ALONG SIDE OF BRIDGE. INSTALL 1- 2 CIRCUIT CONTROLLER AND ALL WIRING TO POLES ON BRIDGE. POLES AND FIXTURES ARE PER SPECIFICATIONS ON QUOTE FROM GSC DATED 5/22/19, SENT TO GREG ROKOS FOR APPROVAL. BASES ALONG BRIDGE MUST BE INSTALLED PRIOR TO ROCK WALL INSTALLATION (PER CONVERSATION BETWEEN GREG ROKOS AND MIKE BISHOP) OR THIS PLAN WILL NOT APPLY.</p> <p>Exclusions and clarifications:</p> <ol style="list-style-type: none"> <li>1. Quote does not include sales tax. Taxes will be applied unless project is tax exempt and project tax exemption certificate is provided.</li> <li>2. Any permits or fees are excluded.</li> <li>3. Any major traffic control is excluded.</li> <li>4. Sod Restoration.</li> <li>5. Quote is valid for 30 days.</li> <li>6. Rock Clause: Prices are for good to fair ground. Boring of rock is not included and will be priced separately per foot.</li> <li>7. KCP&amp;L Connection fees are not included.</li> </ol>	
<p>We propose to complete the project according to the plans for the sum of: <b>Eighty seven thousand six hundred seventy eight dollars and thirty six cents.....\$ 87,678.36</b></p>	
Authorized Signature:	
Acceptance of proposal:	Date:







**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: July 8, 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 3471 - Custom Ice Inc. - T.B. Hanna Station Improvements

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 1.1.4: Promote and develop signature events and amenities.

**FINANCIAL IMPACT**

Award To:	Custom Ice Inc.
Amount of Request/Contract:	\$74,937
Amount Budgeted:	\$1,020,420
Funding Source/Account#:	2016 GO Bond / Fund 47 Parks Sales Tax Fund

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
August 2019	November 2019

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:	Parks and Recreation Board
Date:	June 25, 2019
Action/Vote:	7-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract Proposal

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

An outdoor ice skating rink was included as part of the voter-approved GO Bond improvement project at T.B. Hanna Station. In May, staff posted a request for proposals for an outdoor skate rink accepting both synthetic skate rink bids and a real ice rink bids.

One bid was returned for a synthetic rink and three bids were submitted for a real ice rink. Staff had discussions with other Parks and Recreation Departments with similar facilities in Kansas City area, a synthetic rink is not recommended.

After review of the proposals and budgetary impacts, staff is recommending to purchase and install the real ice rink.

Staff received the following bids on April 25, 2019:

Custom Ice Inc.	\$54,550	+ (4 alternates = \$20,387)	= \$74,937
My Backyard Ice	\$145,678.54	+ (1 alternate = \$5,900)	= \$151,578.54
Precision Ice Rink	\$159,467.75	(alternates included in price)	= \$159,467.75

Staff recommends the contract for the T.B. Hanna Station Ice Rink to Custom Ice Inc., the best and lowest bidder, in the amount of \$74,937.

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)
Ice Rink:	(74,937)

Balance: \$495,327

**BILL 3471**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR \$74,937 WITH CUSTOM ICE INC. FOR THE PURCHASE AND INSTALLATION OF AN ICE RINK AT THE DEPOT 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**, a seasonal ice rink for special events and winter activities was included in the TB Hanna Station Improvements; and

**WHEREAS**, Custom Ice 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 \$74,937 with Custom Ice Inc. as part of the T.B. Hanna Station improvements.

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

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 8TH DAY OF JULY, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND 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  
CONTRACT FOR SERVICES

**T.B. Hanna Station - Ice Rink and Accessories**

**AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES**

Agreement made this 23 day of July, 2019, between Custom Ice Inc., an entity organized and existing under the laws of Ontario Canada, with its principal office located at C2-3375 North Service Road, Burlington, Ontario L7N-3G2, 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 23, 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 19-276-205 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

Owner desires to have installation occur during the month of November 2019.

Retainage will be held until completion of winter activity season with an estimated date of February 28, 2020 depending on weather. The City shall be the sole determiner as to the fulfillment of the work as described.

The contractor must work with the owner to create a work schedule accommodating any programs held at T.B. Hanna Station. All construction/installation must work around any programs.

## ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$74,937.00 .

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 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)

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

**APPENDIX A**  
**SCOPE OF SERVICES AND SPECIAL PROVISIONS**

**T.B. Hanna Station Improvements - Ice Rink and Accessories**

**SCOPE OF SERVICES AND SPECIAL PROVISIONS**

- I. PROJECT SUMMARY:** The project is to install an ice rink under "the Depot" shelter during the winter.
- II. ANTICIPATED SCOPE OF SERVICES:**
- A. Proposal #1 - Real Ice Rink**
1. Project consists of manufacturing and delivery of a refrigerated portable outdoor ice skating rink. The size of ice rink is 28 feet by 68 feet. Provide a fully operational system that can maintain an ice skating surface under typical weather conditions of 45-50°F or less. The system shall be suitable for seasonal takedown and storage or expansion in the future.
  2. Ice System: Portable ice floor piping system consisting of polyethylene refrigeration tubes spaced at 1.5" c/c, 4' wide x 68' long. Plastic spacer strips will be used to keep the pipes straight and level for maximum efficiency. Each 4' piping roll will be finished at one end with 1" copper supply and return subheaders and 1" copper reversing subheaders at the other end. Provide supply and return subheaders for connection to 3" SCH 10 steel supply and return headers via two (2) flexible hoses per portable ice floor piping system section for simple setup, takedown and glycol charging. Provide Cam Locks to permit fast and simple installation.
  3. Edging: Provide 2" x 8" white painted wood frame and specialty brackets for edging around ice surface.
  4. Waterproof Liner: Provide 100% water tight, waterproof liner made from Virgin polyethylene plastic resins (LDPE). No recycled materials and no post-consumer products added. Size: 38' x 78' (5' wide each side), Thickness: A minimum of 6 mil thick, mult-layered, Color: white.
  5. Refrigeration Unit(s): Provide air cooled packaged refrigeration unit(s) capable of approximately 10 tons of refrigeration, using R404a at design conditions. Refrigeration system includes two (2) internal glycol circulation pumps, external expansion tank, all required valves, fittings, gauges and connections and complete charge of ethylene glycol solution. Controls:

Refrigeration unit(s) will be controlled by an automatic ice temperature control system which will start and stop the chillers to maintain the desired ice temperature (ex. 23° F).

6. Piping: Provide twenty (20) feet of 3" main hoses connecting the refrigeration equipment to the ice rink headers
7. Training: Provide one (1) site visit by a factory-authorized service representative to provide guidance during installation of the synthetic ice rink in November of 2019.
8. Accessories:
  - a. Provide one (1) manual ice resurfacers, 4' wide complete with flow control valve, towel bar and towel to maintain and flood your ice.
  - b. Provide one (1) heavy weight steel scraper with comfort handle and with 12" blade for quick and easy scraping of imperfections on your ice surface.

### **III. SCHEDULE OF ALTERNATES**

- A. Alternate #3 - Ice Cover: Provide a commercial grade ice cover that is reflective and insulating to lengthen the ice season and save in refrigeration energy costs.
- B. Alternate #4 - Rubber Flooring: Provide a commercial grade, black rubber flooring to protect skate blades around edge of ice rink. Mat Size: 4' x 6' x 1/2" thick.
- C. Alternate #5: Provide one (1) site visit by a factory-authorized service representative to provide guidance during take down of the synthetic ice rink in February of 2020.
- D. Alternate #6: Write in - RinkMate Kit Chiller enhancements

### **IV. WARRANTY:**

- A. All equipment is guaranteed for one (1) year from the date of completion of the original installation and payment of contract in full. Any item that is defective, under normal working conditions, during this time period will be repaired or replaced, at our option.

### **V. SPECIFICATIONS WHICH APPLY:**

The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the

specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, October 2001 and subsequent revisions. This document shall be considered Supplementary Conditions for the purpose of Section 1.39 of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" and shall be take precedence for construction. *Where the standards are in conflict, the more stringent criteria shall apply.*

Upon completion the site will be cleaned and all debris removed from the site. The restoration of any disturbed asphalt, amenities, structures, trees or turf areas should be put back to the condition before starting.

## **VI. 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.
  - 2. Contractor will replace or repair any damage incurred to the ballfield fences, backstops, shade structures and/or any fixed asset near the project area during the project period.
  - 3. Contractor will seed drill tall turf type fescue approved by Parks personnel or follow APWA specifications section 2400 for Type A seed in all areas of disturbance.
  - 4. Acceptance of this project is subsidiary or incidental to the other projects identified and release of final payment will not occur until vegetation is established or mandatory repairs are complete.

- D. 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%

**VII. PROJECT MANAGER**

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

**VIII. 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.

**IX. PROJECT COMPLETION AND SCHEDULE**

Tentative proposed delivery date pending a Purchase Order being delivered by October 11<sup>th</sup>. Owner desires to have installation occur during the month of November 2019.

Retainage will be held until completion of winter activity season with an estimated date of February 28, 2020 depending on weather.

The contractor must work with the owner to create a work schedule accommodating any programs, leagues or tournaments held at T.B. Hannah Station Park. All construction/installation must work around any programs, leagues or tournaments.

**X. 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.

**XI. ADDITIONAL BIDDING INFORMATION**

- A. Project is tax exempt.

**CITY OF RAYMORE, MISSOURI**  
**RFP # 19-276-205**

**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 write 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 19-276-205

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

I (authorized agent) Brendan Lenko having authority to act on behalf of (Company name) Custom Ice Inc. do hereby acknowledge that (Company name) Custom Ice 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: Custom Ice Inc.

ADDRESS: C2 - 3375 North Service Road  
Street

ADDRESS: Burlington Ontario L7N 3G2  
City State Zip

PHONE: 905-632-8840

E-MAIL: info@customiceinks.com

DATE: 04/23/19 Brendan Lenko, PRESIDENT  
(Month-Day-Year) 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 19-276-205

**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
  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
  3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes \_\_\_ No
  4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes \_\_\_ No
  5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes \_\_\_ No
  6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes \_\_\_ No
  7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes \_\_\_ No
  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
- \*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
  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 19-276-205

**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

<b>COMPANY NAME</b>	Pine Canyon Country Club
<b>ADDRESS</b>	1201 East John Wesley Powell Boulevard Flagstaff, AZ 86005
<b>CONTACT PERSON</b>	Clint Potzet
<b>CONTACT EMAIL</b>	cpotzet@symmetrycompanies.com
<b>TELEPHONE NUMBER</b>	928-830-0806
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	40'x60' Portable rink w/ 20 tons of refrig. December 2017, \$125,000.00

<b>COMPANY NAME</b>	Wheaton Park District
<b>ADDRESS</b>	500 South Naperville Road, Wheaton, IL 60817
<b>CONTACT PERSON</b>	Steve Hinchee
<b>CONTACT EMAIL</b>	shinchee@wheatonparks.org
<b>TELEPHONE NUMBER</b>	630-690-4880
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	55'x160' + 48'x125' Portable Rinks November 2016, \$235,000

<b>COMPANY NAME</b>	Town of Innisfil - Cookstown Rink
<b>ADDRESS</b>	20 Church Street, Innisfil, ON L0L 1L0
<b>CONTACT PERSON</b>	Meredith Goodwin
<b>CONTACT EMAIL</b>	mgoodwin@innisfil.ca
<b>TELEPHONE NUMBER</b>	705-436-3740
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	40' x 80' Portable rink w/ 20 tons of refng. November 2018, \$ 80,000

<b>COMPANY NAME</b>	Salt Hotels Inc.
<b>ADDRESS</b>	210 5 <sup>th</sup> Avenue, Asbury Park, NJ 07712
<b>CONTACT PERSON</b>	Kevin O'Shea
<b>CONTACT EMAIL</b>	Kevin@salt-hotels.com
<b>TELEPHONE NUMBER</b>	732-774-7100
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	24' x 50' Portable rink w/ 7-ton chiller November 2016, \$ 50,000

<b>COMPANY NAME</b>	Niagara's Finest Hotels
<b>ADDRESS</b>	51 Queen's Parade, Niagara-on-the-Lake, ON L0S 1J0
<b>CONTACT PERSON</b>	Joe Murray
<b>CONTACT EMAIL</b>	jmurray@niagarasfinest.com
<b>TELEPHONE NUMBER</b>	289-407-2842
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	60' x 120' Portable Rink w/ 50 tons of refng. November 2016, \$ 200,000

State the number of Years in Business: 19

State the current number of personnel on staff: 20 +



**PROPOSAL FORM D**  
RFP 19-276-205

Proposal of Custom Ice Inc, organized and  
(Company Name)  
existing under the laws of the State of Ontario, doing  
business  
as Custom Ice Inc. (\*)

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. 19-276-205- TB Hannah - Ice Rink.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1-3, 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. 19-276-205**

**T.B. Hanna Station - Ice Rink and Accessories**

**Proposal #1 - Real Ice**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance (not to exceed 5%)	—	—	—	\$ —
Materials	1	1	—	\$ 40,650
Labor	1	1	—	\$ 13,900
<b>TOTAL BID</b>				<b>\$ 54,550</b>

**Total Bid for Proposal #1  
 Number: 19-276-205**

\$ 54,550.00

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

(\$ Fifty-four thousand, five-hundred and fifty dollars )

**In blank above write out the sum of the bid.**

### Proposal #1 Alternates

A. The undersigned Bidder proposes the amount below be added to the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.

B. The City of Raymore, in its sole discretion, may include any, all or none of the Alternates in determining the lowest and best bid. In determining the lowest and best Bid, the City of Raymore may include the Alternates in any combination and in any order or priority or choose none of the Alternates. The City of Raymore may make this determination at any time after the bid closing and prior to Contract award. The City of Raymore will act in the best interest of the City of Raymore in determining whether to include any, all or none of the Alternates and the combination and priority of any Alternates selected. If additional funding becomes available after Contract award, the City of Raymore may add any or all of the Alternates to the Contract by change order.

C. Alternate #1A: **ADD** a seventy-five (75) real ice skate package of varying sizes and commercial grade ice skate sharpener.

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

Real Ice Skate Manufacturer: \_\_\_\_\_

D. Alternate #2: **ADD** the construction and delivery of vertical wood shelving to project to house 75 pairs of skates. The vertical wall area for shelving to be mounted to in 8' tall by 24' Long. The shelves can be anchor to the concrete CMU wall structure of the building.

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

E. Alternate #3: **ADD** 32' x 72' Outdoor Ice Cover delivered.

Nine-hundred and fifty dollars Dollars (\$ 950.00).

Manufacturer: Coverttech Inc.

F. Alternate #4: **ADD** 1,300 SF of Rubber Flooring delivered.

Four-thousand, sixty-two dollars Dollars (\$ 4,062.00).

Manufacturer: Athletic Sport Systems Inc

- G. Alternate #5: **ADD** one (1) site visit by a factory-authorized service representative to provide guidance during take down of the real ice rink in February of 2020.

Three-thousand, one-hundred and seventy-five <sup>dollars</sup> Dollars (\$ 3,175.00).

- H. Alternate #6. ADD - In lieu of one (1) 10-ton RinkMate Kit chiller, Custom Ice would like to propose using two (2) 7-ton CoolMate units to provide enough cooling for the November - February ice season. The price below includes the cost of using two (2) 7-ton units instead of one (1) 10-ton unit, additional piping, connections, labor to install and a large-concrete pad.

Manufacturer: Custom Ice Inc.

Twelve-thousand, two-hundred dollars Dollars (~~12~~ 12,200.00)

**BID PROPOSAL FORM E – RFP 19-276-205  
CONTINUED**

**Company Name** Custom Ice Inc

**By** Brendan Lenko  
Authorized Person's Signature

Brendan Lenko  
Print or type name and title of signer

**Company Address** C2-3375  
North Service Road

Burlington, Ontario, Canada L7N3G2

**Phone** 905-632-8840

**Fax** 905-632-6723

**Email** info@customiarinks.com

**Date** April 23<sup>rd</sup>, 2019

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No.     

Addendum No.     

Addendum No.     

**LATE BIDS CANNOT BE ACCEPTED!**

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



**ADDENDUM NO. 1**

T.B. Hanna Station Ice Rink  
Project #19-276-205

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 - Replace Appendix A - Section IV - Schedule of Alternates, Bid Form E Proposal #2 Alternate correction, questions and clarification.**

**APPENDIX A**

**IV. SCHEDULE OF ALTERNATES**

- A. Alternate #1A - Ice Skates (**For Proposal 1 Only**): Provide 75 ice skates rated for real ice of varying sizes from youth through adult. Style and commercial grade table mounted skate sharpener: Hockey style. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Jackson Ultima, Contact: [info@jacksonultima.com](mailto:info@jacksonultima.com), [www.jacksonultima.com](http://www.jacksonultima.com), Local Dealer: Kansas City Ice Center, 913.441.3033, Style: Hockey Series.
  2. Riedell, Contact: [www.ice.riedellskates.com](http://www.ice.riedellskates.com), [danr@riedellskates.com](mailto:danr@riedellskates.com), Style: Hockey Series.
- A. Alternate #1B - Ice Skates (**For Proposal 2 Only**): Provide 75 ice skates rated for synthetic ice rink material of varying sizes from youth through adult and commercial grand ice skate sharpener. Style: Hockey style. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Jackson Ultima, Contact: [info@jacksonultima.com](mailto:info@jacksonultima.com), [www.jacksonultima.com](http://www.jacksonultima.com), Local Dealer: Kansas City Ice Center, 913.441.3033, Style: Hockey Series.
  2. Riedell, Contact: [www.ice.riedellskates.com](http://www.ice.riedellskates.com), [danr@riedellskates.com](mailto:danr@riedellskates.com), Style: Hockey Series.
- B. Alternate #2 - **ADD** the construction and delivery of vertical wood shelving to project to house 75 pairs of skates. The vertical wall area

for shelving to be mounted to an 8' tall by 24' long unit. The shelves can be anchored to the concrete CMU wall structure of the building.

- C. Alternate #3 - Ice Cover (**Proposal 1 Only**): Provide a commercial grade ice cover that is reflective and insulating to lengthen the ice season and save in refrigeration energy costs. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Custom Ice, Inc. Contact: Jake Miller 905.978.3060, jmiller@customicerinks.com, Product: EnerShield.
- D. Alternate #4 - Rubber Flooring (**Proposal 1 only**): Provide a commercial grade, black rubber flooring to protect skate blades around edge of ice rink. Mat Size: 4' x 6' x 1/2" thick.
- E. Alternate #5: Provide one (1) site visit by a factory-authorized service representative to provide guidance during take down of the synthetic/real ice rink in February of 2020.
- F. Alternative #6 - Substratum Material (**Proposal 2 Only**): Provide a polymer panel laid under synthetic surface for exterior conditions, allowing synthetic surface to expand and contract with changing temperatures and minor imperfections in the ground surface. Size: 28' wide x 72' long.

### **BID FORM E Proposal #2 Alternates**

Item F - Alternate #4: Not used for Proposal 2.

### **Questions and Clarification**

**1. Question: For a synthetic Ice rink do we have to do the installation? It is easy to install for home size rink kids have installed.**

**Response:** Yes. Representation from a manufacturer's representative is needed during installation. We will work with schedules and plan the installation day more than 21 days in advance.

**2. Question: Does the following statement apply to manufacturers of real ice and synthetic ice products? The Request for proposal states: "A bid bond or certified check from a surety or bank, approved by the Purchasing Specialist, in an amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal."**

**Response:** Yes. This is a requirement.

**3. Question: For real ice manufacturers, is this the only design you want, or can our engineers design an efficient, high-quality system to meet the requirements of your project and rink dimensions 28'x68'? There are several ways to design system piping for ice rinks, and I want to understand if this (in Proposal) is the only design you will accept?**

**Response:** Manufacturers should propose and warrant a system that meets the rink dimensions of 28'x68' providing real ice during the winter months of November through February in Raymore, Missouri.

**4. Question: Was 10 tons calculated specifically for your project or can we adjust this after calculating your exact requirement (for your location duration, project, etc)?**

**Response:** The 10 tons was recommended by one manufacturer. Proposals can be adjusted, but need to provide a system that meets the project requirements.

**5. Question: Is this 10 nominal tons or 10 tons at ice making conditions?**

**Response:** The 10 tons was recommended by one manufacturer. I cannot confirm which sizing they were recommending. Proposals can be adjusted, but need to provide a system that meets the project requirements.

**6. Question: What is your voltage requirement and amperage? Do you have single-phase or three phase at your location?**

**Response:** We have plenty of power available at single-phase.

**7. Question: Will the rink be installed on a level subfloor such as concrete?**

**Response:** Yes, the floor of the shelter is concrete, is generally flat, and will be the location for the ice rink.

**8. Clarification:** Global Synthetic Ice phone number is 1-305-218-2966

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at [kquade@raymore.com](mailto:kquade@raymore.com). There will be no questions allowed after April 19th, 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: Custom Ice Inc.

By: Brendan Lenko

Title: President

Address: C2 - 3375 North Service Road

City, State, Zip: Burlington, Ontario, L7N 3G2

Date: 4/23/19 Phone: 905-632-8840

Signature of Bidder: Brendan Lenko

**ADDENDUM MUST BE SUBMITTED WITH BID**

**CITY OF RAYMORE**

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



**ADDENDUM NO. 2**

T.B. Hanna Station Ice Rink  
Project #19-276-205

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 - Questions and Clarifications**

**CLARIFICATION - ADDS and DELETES**

***Within the Anticipated Scope of Services Item "A. Proposal #1 – Real Ice Rink," DELETE paragraph 5 in its entirety and SUBSTITUTE with the following:***

"5. Piping: Refrigeration Unit(s): Provide air cooled packaged refrigeration unit(s) capable of approximately 10 tons of refrigeration, using R404a at design conditions. Refrigeration system includes two (2) internal glycol circulation pumps, external expansion tank, all required valves, fittings, gauges and connections and complete charge of ethylene glycol solution. Controls: Refrigeration unit(s) will be controlled by an automatic ice temperature control system which will start and stop the chillers to maintain the desired ice temperature (ex. 23° F). Contractor is responsible for subbase preparation, pad/slab installation and setting the refrigeration unit(s) on a pad/slab. Contractor shall be plastic pad, prefab or concrete slab per manufacturer's recommendations to maintain the refrigeration unit(s) in a level position. Contractor is responsible for subbase preparation, pad/slab installation and setting the refrigeration unit(s) on a pad/slab per the manufacturer's requirements and size of refrigeration units.

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:"

***Within the Anticipated Scope of Services Item "A. Proposal #1 – Real Ice Rink," DELETE paragraph 6 in its entirety and SUBSTITUTE with the following:***

"6. Piping: Provide forty (40) feet of 3" main hoses connecting the refrigeration equipment to the ice rink headers."

***Within the Anticipated Scope of Services Item "A. Proposal #1 – Real Ice Rink," ADD paragraph 9 as follows:***

"9. Electrical supply will be provided by the City from a 200 amp service panel box mounted to the NW shelter support.

***For Article "VI. Warranty:" DELETE paragraph A in its entirety and SUBSTITUTE with the following"***

"A. All equipment is guaranteed for two (2) years from the date of completion of the original installation and payment of contract in full. Any item that is defective, under normal working conditions, during this time period will be repaired or replaced, at our option."

#### **QUESTIONS:**

**1. Question:** The documents indicated we are only supplying a supervisor/technician to help with the installation of the refrigerated rink and an option for the takedown at the end of the season. The first addendum noted that you wanted full install by the synthetic rink company, can you please confirm whether this is required for the refrigerated rink or not?

**Response: Addendum #2 language clarifies scope for the setting of refrigeration unit(s) on a pad and electrical work.**

**2. Question:** The original design for the project was a 30' x 85' rink with 20 tons at ice making conditions (127.5 sq ft/ton) where the new rink size is 28' x 68' with 10 tons at ice making conditions (190.4 sq ft/ton). We do not believe you will get the ice season of November – March with 10 tons for this sized rink, most notably in November. Can you confirm exactly what you are looking for so all contractors can bid apples to apples as you may be disappointed with only 10 tons?

**Response: For Proposal #1, as stated in Addendum #1, manufacturers of real ice products shall propose and warrant a system that meets the rink dimensions of 28'x68' providing real ice during the winter months of November through February in Raymore, Missouri. We agree that more than 10 tons of ice making may be required depending upon the product proposed. This RFP is for the best price and best product. To submit successfully, contractor needs to provide all requested forms within the RFP including Experience/References. A manufacturer with their bid could describe and price a 10 ton unit, describing the benefits and limitations and provide additional pricing for additional units to get to 14 or 20 tons. The City will review all references and product literature provided to determine the best direction to proceed.**

**3. Question:** Is the refrigerated ice rink contractor expected to carry an electrical subcontractor to connect the equipment or will the city be providing this?

**Response: No. The City's contractor will provide electrical power to the refrigeration unit(s).**

**4. Question:** Is the refrigerated ice rink contractor required to carry and handle a construction permit and/or electrical permit? We are not local and this will add substantial costs?

**Response: No. Electrical connection is provided by the City's contractor.**

**5. Question:** Can you confirm the warranty, it mentions 1 year and 2 year in different sections?

**Response: There is a two (2) year warranty as described in Article X. Item VI. Warranty has been updated with this addendum.**

**6. Question:** Do liquidated damages apply to this project? If so, can you provide a date the rink needs to be fully installed by?

**Response: Yes. This rink needs to be fully installed and ice fully operational by November 22, 2019.**

**7. Question:** If the full installation is required, are you looking for full ice making to be provided by the ice rink contractor or simply start the process and turn it over to city staff?

**Response: We expect contractor's representative to hookup equipment and start the process of making ice. Should ice making fail, representative may need to be present to bring ice to fully operational.**

**8. Question:** Addendum 1 clarified that the bid bond is required, can you confirm if the performance bond, payment bond & maintenance bonds are also required for this small rink?

**Response: Each of those three bonds are required per paragraph T, U, and V.**

**9. Question:** Is the ice rink PO able to be given any time prior to October 11th? Industry lead times for manufacturing custom products and mobilizing site crews are more typical to 8-10 weeks.

**Response: Yes. City Council will approve the contract in June with a PO provided shortly after.**

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at [kquade@raymore.com](mailto:kquade@raymore.com). There will be no questions allowed after April 19th, 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: Custom Ice Inc.

By: Brendan Lenko

Title: President

Address: C2-3375 North Servia Road

City, State, Zip: Burlington, Ontario L7N 3G2

Date: 4/23/19 Phone: 905-632-8840

Signature of Bidder: Brendan Lenko

**ADDENDUM MUST BE SUBMITTED WITH BID**

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



**ADDENDUM NO. 3**  
T.B. Hanna Station Ice Rink  
Project #19-276-205

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. 3 - Removal of Bond Requirements**

The bid bond, payment bond, performance bond and maintenance bonds are not required on this project.

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

Company Name: Custom Ice Inc.

By: Brendan Lenko

Title: President

Address: C2 - 3375 North Service Road

City, State, Zip: Burlington, Ontario L7N 3G2

Date: 4/23/19 Phone: 905-632-8840

Signature of Bidder: Brendan Lenko

**ADDENDUM MUST BE SUBMITTED WITH BID**



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: July 8, 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 type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3473 - Park Trails Budget Amendment

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 2.3.3: Strengthen development & maintenance of trails & pedestrian pathways

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted: \$26,000  
Funding Source/Account#: Fund 47 Parks Sales Tax Fund

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: Parks and Recreation Board  
Date: June 25, 2019  
Action/Vote: 7-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Change Order Requests

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The Recreation Park Bridge Replacement project along the trail that connects Recreation Park and Moon Valley Park was an approved FY19 capital project. Portions of the old trail were unsafe and contractors were instructed to replace the unsafe areas.

The Hawk Ridge Park Improvement project calls for a loop trail around Johnston Lake. Staff instructed contractors to install additional base rock under the asphalt trail to allow Parks maintenance trucks to use the trail for access to all areas of the park.

The FY19 Capital Improvement Plan includes a project in the amount of \$26,000 for the replacement of the trail lights in the Arboretum at Memorial Park. Staff is requesting a budget amendment to transfer that \$26,000 to offset the costs associated with the trail improvements. Remaining funds will be left in Fund 47 fund balance.

Financial Impact:       (\$ 8,920) - Recreation Park Bridge change order  
                              (\$15,403) - Hawk Ridge Park Trail change order  
  
                              (\$24,323) - Total



**BILL 3473**

**ORDINANCE**

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

**WHEREAS**, the Hawk Ridge Park Loop Trail was budgeted in the Capital Improvement Fund (47) at \$160,000 in FY 2015; and

**WHEREAS**, the Recreation Park Pedestrian Bridge Replacement was budgeted in the Capital Improvement Fund (47) at \$55,000 in FY 2019; and

**WHEREAS**, both the Hawk Ridge Park Loop Trail and the Recreation Park Pedestrian Bridge Replacement required additional trail improvements for safety totaling \$24,323; and

**WHEREAS**, it is desired to use the Memorial Park Arboretum Trail Light Replacement funds in the amount of \$26,000 budgeted in the FY19 Capital Improvement Fund (47) to pay for the trail improvements currently under construction; and

**WHEREAS**, staff recommends amending the FY 2019 Capital Budget.

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

Section 1. The City Manager is directed to move the Memorial Park Arboretum Trail Light Replacement funds in the amount of \$26,000 budgeted in the FY19 Capital Improvement Fund (47) to pay for the trail improvements at Hawk Ridge Park and Recreation Park.

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 8TH DAY OF JULY, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND 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

# Contract Change Order

## Rec Park Pedestrian Bridge

Change Order # 1	Date: 4/22/19	Contract # 18-293-201
------------------	---------------	-----------------------

<b>To: Tasco LLC</b> <b>39060 E. 179th Street</b> <b>Kingsville, MO 64061</b>	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:**

1. Rip Rap
2. Additional trail replacement

**Settlement for the cost of the above changes is to be made as follows:**  
 This change order will increase the contract amount by \$11,120.00  
 The change order will bring the contract total to \$8920 above the budgeted amount.

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

Recommended by: Project Inspector J Phil Becker	Receipt is acknowledged of this change order and its terms of settlement are hereby agreed to:
Date:	Accepted by: Tasoc LLC
Reviewed by: Assistant Public Works Director Greg Rokos	Name Printed: _____
Date:	Name Signed: _____
Reviewed by: Director of Public Works Mike Krass	Date:
Date:	Reviewed by: Purchasing Specialist Kim Quade
Reviewed by: City Manager Jim Feuerborn	Date:
Date:	Reviewed by: Director of Finance Elisa Williams
Date:	Date:

# Itemized Cost of Change Order

Bid Item #	Description	Units	Bid Estimated Quantity	To Be Constructed	Units, Over-run or Under-run	Unit Price	Total Cost
	Concrete paving	Sq Ft	300	1300	1000	\$10.00	\$10,000.00
	Rip Rap	Sq yds	0	28	28	\$40.00	\$1,120.00
					0		\$0.00
					0		\$0.00
					0		\$0.00
					0		\$0.00

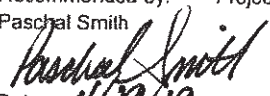

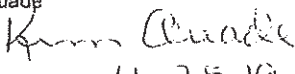
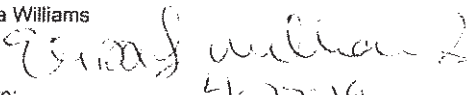
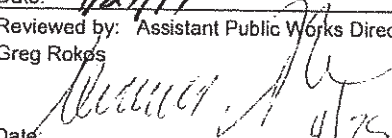
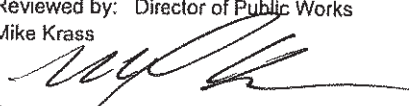
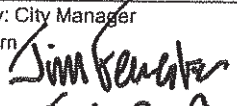
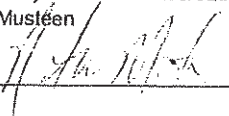
## SUMMARY

Original Contract Price	<b>\$49,000.00</b>
Increase or Decrease by Previous Change Orders	<b>\$0.00</b>
Increase or Decrease by This Change Orders	<b>\$11,120.00</b>
Adjusted Contract Price	<b>\$60,120.00</b>

COPY

<b>Contract Change Order</b>		
Hawk Ridge Park Improvements #18-253-201		
Change Order # 19	Date: 04/25/19	Contract # 18-253-201
<b>To: B Dean Construction LLC</b> 1024 NE Jib Ct. Suite C Lee's Summit, Missouri 64064		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.
<b>Description and reason for changes:</b> This change order changes the following items: Add 2 inch aggregate base to trail per Parks Director direction. The Parks Board will decide the funding source.		
<b>Settlement for the cost of the above changes is to be made as follows:</b> This estimated change order will increase the contract amount by <span style="float: right;">\$15,403.20</span> There will be <span style="margin-left: 100px;">\$18,509.38</span> remaining in the budget after this change order.		

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

Recommended by: Project Inspector Paschal Smith  Date: 4/29/19	Receipt is acknowledged of this change order and its terms of settlement are hereby agreed to:  Accepted by: _____ for the Contractor  Date: 4-26-19 Reviewed by: Purchasing Specialist Kim Quade  Date: 4-25-19 Reviewed by: Finance Director Lisa Williams  Date: 4-25-19
Reviewed by: Assistant Public Works Director Greg Rokos  Date: 4/25/19	
Reviewed by: Director of Public Works Mike Krass  Date: _____	
Reviewed by: City Manager Jim Feuerborn  Date: 5.1.2019	
Reviewed by: Parks and Recreation Director Nathan Musteen  Date: 4/25/19	

# Itemized Cost of Change Order

Bid Item #	Description	Units	Bid Estimated Quantity	To Be Constructed	Units, Over-run or Under-run	Unit Price	Total Cost
CO #19	Add 2 inch thick aggregate	SY	0	3209	3209	\$4.80	\$15,403.20
					0		\$0.00
					0		\$0.00
					0		\$0.00
					0		\$0.00
					0		\$0.00
					0		\$0.00
					0		\$0.00
					0		\$0.00
					0		\$0.00
					0		\$0.00
					0		\$0.00
					0		\$0.00
					0		\$0.00
					0		\$0.00
					0		\$0.00
					0		\$0.00
					0		\$0.00
					0		\$0.00
					0		\$0.00
					0		\$0.00

## SUMMARY

Original Contract Price	<b>\$2,121,423.58</b>
Increase or Decrease by Previous Change Orders	<b>\$114,127.29</b>
Increase or Decrease by This Change Orders	<b>\$15,403.20</b>
Adjusted Contract Price	<b>\$2,250,954.07</b>

**Total Project budget \$2,226,423.58  
and \$2000.22 in additional funds from 266-202/45-00-8430-0000 for detention pond borings.  
and \$878.22 in additional funds from Hawk Ridge Park Security Camera fund 45, project #330-701 budget \$31,000.00  
and \$35,146.68 in additional funds. Mr Feuerborn will find the funding for this change order.  
and \$5014.75 in additional funds from 47-00-8420-0000 Proj. 277-301  
and \$15,403.20 in additional funds. These funds will be determined by the Parks Board.**



# Change Proposal Request

Change Proposal No: 18006-28

From:

B Dean Construction LLC  
1024 NE Jib Ct., Suite C  
Lees Summit, MO 64064  
(816) 795-3733

To:

City of Raymore, Missouri  
100 Municipal Circle  
Raymore, MO 64083

QUOTE DATE	VALID THRU	FOR	PAGE
4/11/2019	4/25/2019	Aggregate Base at Trails	1

Add 2" aggregate base where shown on attached drawing

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
01	3,209	Square Yards of added 2" thick aggregate base at trails	4.80	15,403.20*

\* means item is non-taxable

**TOTAL AMOUNT 15,403.20**

Owner Approval:

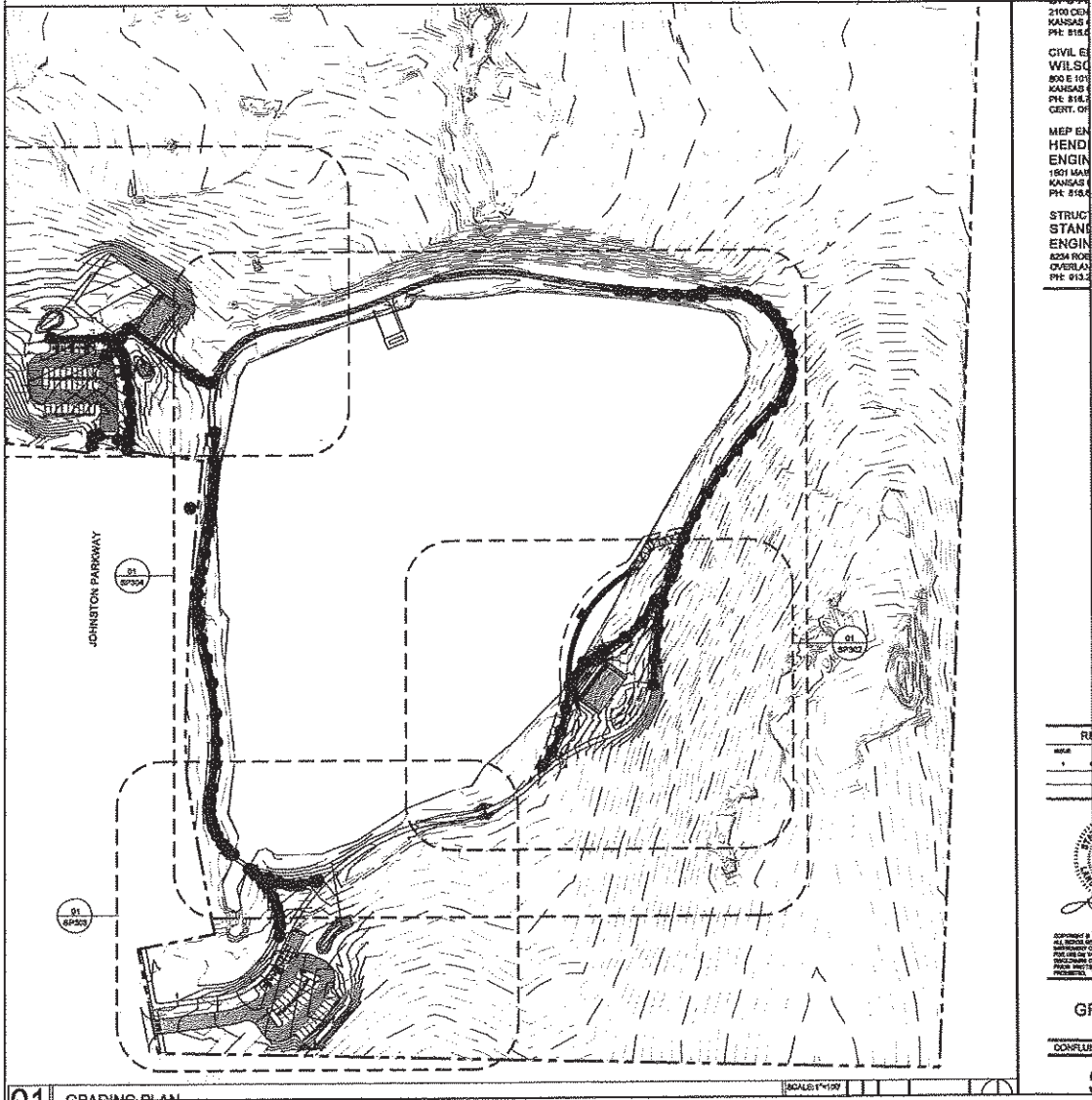
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Approval Date

Project Hawk Ridge Park  
Drawing SP300 overall Site Plan  
Filename C:/Users/andy/OneDrive/Documents/Estimating/180503 - Hawk Ridge Park - Randy/SP300 overall Site Plan.pdf



2100 DEN  
KANSAS #  
PPE 818.6  
  
CIVIL E  
WILSON  
800 E 101  
KANSAS #  
PPE 818.6  
GENT. OF  
  
MEP EN  
HENDI  
ENGINE  
1801 MAR  
KANSAS #  
PPE 818.6  
  
STRUC  
STANS  
ENGINE  
8204 HOE  
OVERSEAS  
PPE 013.2

RE  
SCALE  
1"=100'  
GENT. OF  
KANSAS #  
PPE 818.6  
GF  
CONFLU





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: 7/08/19

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

<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 3472: Agreement with Cass County for Tax Collection Services

**STRATEGIC PLAN GOAL/STRATEGY**

**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**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Request letter from Chris Molendorp, Collector  
Agreement

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The current agreement with Cass County for the collection of annual taxes was effective on November 1, 2009. The new Collector of Revenue Chris Molendorp is requesting an updated agreement.



# Chris Molendorp

Collector of Revenue

May 17, 2019

Jeanie Woerner, City Clerk  
City of Raymore, Missouri  
100 Municipal Circle  
Raymore, MO 64083

Dear Jeanie,

I hope this letter finds you well. As you have heard, longtime Cass County Collector of Revenue Pam Shipley retired in March. My name is Chris Molendorp and I'm privileged to serve Cass County in this position.

The Missouri County Collectors Association advises new Collectors of Revenue to update city and village collection contracts. The last contract in place between my office and the city is dated 2009.

The county's attorney, Paul Campo, has prepared for your review and acceptance a new, updated contract. It's included with this correspondence.

I would be more than happy to attend a board meeting, or meet with city staff, to answer any questions.

Warmest Regards,

Chris Molendorp  
Cass County Collector of Revenue



**BILL 3472**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT WITH CASS COUNTY FOR THE COLLECTION OF ANNUAL TAXES FOR AND ON BEHALF OF THE CITY."**

**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 Cass County Collector ("Collector") handles the collection of annual taxes, including but not limited to, real property taxes and personal property taxes on behalf of the City of Raymore, and;

**WHEREAS**, the Collector retains three and one-half percent (3.5%) of the taxes collected as compensation for its services.

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

Section 1. The Mayor is hereby authorized to enter into an agreement between Cass County, Missouri, and the City of Raymore to provide collection services for annual taxes.

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 8TH DAY OF JULY, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED  
AND ADOPTED THE 15TH 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

## **TAX COLLECTION AGREEMENT**

The parties to this Tax Collection Agreement are the City of Raymore, Missouri (“City”); and Cass County, Missouri, through the Cass County Commission (“Commission”) and Chris Molendorp, Cass County Collector (“Collector”).

WHEREAS, the City and County are authorized under Article VI, Section of the Missouri Constitution and Sections 50.332 and 70.220, RSMo, to enter into certain cooperative agreement for collection of taxes;

WHEREAS, the parties believe it to be mutually advantageous for the County to collection taxes for the City for an agreed compensation.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by the parties as follows:

1. The County agrees to create, on behalf of the City, tax billing amounts relating to all real and personal property located within the City boundaries. Such billing amounts are to be included and identified separately on tax bills generated on taxable property within the boundaries of the City.
2. The County, through the Collector, hereby agrees to bill and collect, on behalf of the City, all taxes due and owing the City for taxable property within the boundaries of the City.
3. The County agrees that the City shall have access during reasonable times, and under the supervision of the Collector, to records relating to the City taxes accumulated under the tax collection system.
4. The Collector agrees to remit to the City the receipts due the City at the same time the Collector remits other receipts similarly collected on behalf of other cities with the County, provided however, that there shall be a remittance to the City at least once per month at which time the Collector shall provide a Statement of Monthly Collections and Distribution Report.
5. The City shall fix its ad valorem property tax rates in accordance with the timeframe established by Section 67.110, RSMo.
6. The parties agree that the Collector shall have the responsibility for collection of all current and delinquent real and personal property taxes, including penalties interest, and fees. Such collection shall be conducted in accordance with applicable law.
7. Sections 67.398 and 71.285, RSMo authorize a city to recover nuisance abatement costs by certifying them for addition to the annual real estate tax bill. The City agrees that if it intends to request that certain nuisance abatement costs be added to an annual real estate tax bill, it shall submit to the Collector no later than September 1<sup>st</sup> a Nuisance Abatement Cost Certification in a form provided by the Collector.

8. The Collector shall withhold a sum equal to 3.5% of all taxes, penalties and fees collected by the Collector on behalf of the City as compensation for the services herein provided and such sum shall be deposited in the Cass County general revenue fund.
9. The penalty authorized by Section 52.290, RSMo for delinquent taxes shall be retained by the County and distributed as provided therein.
10. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof.
11. Any party may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to the other party.
12. The parties do not intend to confer any benefit hereunder on any person, firm or other entity other than the parties hereto.

In WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date last signed by the parties.

[Remainder of page intentionally left blank]



**Cass County, Missouri:**

\_\_\_\_\_  
Bob Huston  
Presiding Commissioner  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jeff Fletcher  
County Clerk

**Cass County Collector:**

\_\_\_\_\_  
Chris Molendorp  
Date: \_\_\_\_\_

City of \_\_\_\_\_, Missouri:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

# **New Business**





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: July 22, 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 3475 - Dean Avenue Meter Vault Project

**STRATEGIC PLAN GOAL/STRATEGY**

3.3.4: Ensure capital improvements support economic development priorities

**FINANCIAL IMPACT**

Award To:	Breit Construction LLC
Amount of Request/Contract:	\$65,838
Amount Budgeted:	\$75,000
Funding Source/Account#:	Water Connection Fund (52)

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
September 2019	October 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

As part of the settlement agreement with Cass County Public Water Supply District 10, the City is required to install a water meter on the Dean Avenue Water Main at the District Boundary.

Bids for the Dean Avenue Meter Vault Project were received on June 27, 2019 as follows:

Breit Construction LLC	\$65,838
Tasco LLC	\$67,813
Beemer Construction Co., Inc.	\$68,344
Redford Construction Inc.	\$68,803
J&N Utilities Inc.	\$83,350

Breit Construction LLC was determined to be the lowest and best bidder. Staff recommends the contract for the Dean Avenue Meter Vault Project to be awarded to Breit Construction LLC in the amount of \$65,838.

**BILL 3475**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION LLC FOR THE DEAN AVE METER VAULT PROJECT, CITY PROJECT NUMBER 19-899-501, IN THE AMOUNT OF \$65,838 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

**WHEREAS**, the Dean Ave Meter Vault 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 June 27, 2019; and

**WHEREAS**, staff recommends award of the contract to Breit Construction LLC in the amount of \$65,838.

**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 \$65,838 with Breit Construction LLC, for the Dean Avenue Meter Vault 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 22ND DAY OF JULY, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF AUGUST, 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

**Dean Avenue Meter Vault**

Agreement made this 12th day of August, 2019, between Breit Construction LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 551, Raymore, MO 64083, 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 August 12, 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 19-899-501 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 **90** 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 \$65,838.

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 by the Contractor 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 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.

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 (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 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 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 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 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 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. If the Contractor fails to correct any default(s) after notification of such 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 services for which Contractor may be held liable for such costs.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing sixty (60) days written notice, by certified mail, facsimile or email to the Contractor.

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. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding requirements of this contract and orders issued prior to the effective date of cancellation.

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 acceptance of deficient or unsatisfactory services.

#### ARTICLE IX ARBITRATION

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.

#### 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)

**BREIT CONSTRUCTION LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

## **APPENDIX A** **SCOPE OF SERVICES AND SPECIAL PROVISIONS**

### **Dean Avenue Meter Vault**

#### **ANTICIPATED SCOPE OF SERVICES:**

Installation of a meter vault on an existing 12" ductile iron water line on Dean Ave. at Buffalo Grass Drive.

- The meter will be a Sensus brand, 12" meter supplied by the City.
- The vault will be a pre-cast, 12.5' x 8.5' x 6.5' (I.D.) concrete vault manufactured by Forterra or an approved equal.
- The meter will be bracketed by a 12" gate valve and a dismantling joint.
- There will be a by-pass with a 12" gate valve.
- Stainless steel is required for all hardware.
- The existing line is approximately 4.5' feet below ground level and 9' behind the back of curb.

#### **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:

1. City of Raymore – Standard Contract Documents and Technical Specifications for Utility and Street Construction (latest edition)
2. Kansas City Metro Chapter of the American Public Works Association
3. Missouri Department of Transportation (Culvert, Guardrail)
  - a. 2017 Missouri Standard Specifications for Highway Construction
  - b. 2017 Missouri Standard Plans for Highway Construction

#### **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**

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 **90** 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. Payment shall be made on the schedule enclosed in the bid documents.

**B. Meter Vault:** Meter Vault will be considered a lump sum item for payment. The unit cost for this item shall include all labor, equipment and materials required to install a pre-cast, concrete vault on the existing 12" ductile iron line. The meter will be a Sensus 12", Remote Register, accuMag meter supplied by the City, bracketed by two 12" gate valves and a dismantling joint. There will also be a 12" bypass with a 12" gate valve. Shop drawings will be supplied to and approved by the City prior to construction. Cutting out

and removing the existing pipe, the vent, access hatch, ladder, and gaskets are subsidiary to this line item.

- C. Bedding Gravel:** Bedding Gravel will be paid for at the unit bid price per ton. The unit cost for this item shall include all labor, equipment and materials required to place a leveling course for the vault to sit on.
- D. 12" Gate Valves:** 12" Gate Valves will be paid for at the unit bid price per each. The unit bid cost shall include all labor, equipment and materials required to install the gate valves as per plan. The valves shall be Mueller, A-2361 Resilient Wedge Gate Valves with flanged ends or approved equal meeting the specifications for this valve. Valves shall open by turning the hand wheel in a counterclockwise direction.
- E. 12" Check Valve:** 12" Check Valve will be paid for at the unit bid price per each. The unit cost shall include all labor, equipment and materials required to install the check valve as per plan. The valve shall be a Valmatic 1812a with flanged couplings or approved equal.
- F. 12"x12"x12" DIP Tees:** 12"x12"x12" DIP Tees will be paid for at the unit bid price per each. The unit cost shall include all labor, equipment and materials required to install the tees as per plan. The tees shall be ductile iron, flanged, manufactured by American or an approved equal.
- G. 90 Degree, 12" DIP Bends:** 90 Degree, 12" DIP Bends will be paid for at the unit bid price per each. The unit cost shall include all labor, equipment and materials required to install the bends as per plan. The bends shall be American Standard, long radius, ductile iron, flanged fittings or approved equal.
- H. Flanged, 12" Ductile Iron Pipe:** Flanged, 12" Ductile Iron Pipe shall be measured and paid for to the nearest quarter foot (.25') per each section of pipe installed. The unit cost shall include all labor, equipment and materials to install flanged pipe as per plan. The pipe shall be supplied by American or an approved equal.
- I. 12" Dismantling Joint:** 12" Dismantling Joint will be paid for at the unit cost per each. The unit cost shall include all labor, equipment and materials to install as per plan and adjust as necessary. The joint shall be a Romac DJ400 or 405, or approved equal.
- J. Restrained Flanged Coupling Adapter:** Restrained Flanged Coupling Adapter will be paid for at the unit cost per each. The unit cost shall include all labor, equipment and materials to install as per plan and adjust as necessary. The coupler shall be manufactured by Romac Industries, or approved equal.
- K. Adjustable Stainless Steel Pipe Supports:** Adjustable Stainless Steel Pipe Supports will be paid for at the unit cost per each. The unit cost shall include

all labor, equipment and materials to install as per plan and adjust as necessary.

**L. Connect to Existing:** Connect to Existing will be considered a lump sum item for payment. The unit cost for this item shall include all labor, equipment and materials required to connect the existing water line to the pipes stubbed out of the meter vault. All exposed ductile iron pipe and fittings shall be poly-wrapped.

**M. Traffic Control:** Traffic Control will be considered a lump sum item for payment. The unit cost for this item shall include all labor, equipment and materials required to create a safe working environment as per MUTCD. Lane closures will require an arrow board. The lane is not to be left closed overnight without advance permission from the City.

**N. Restoration:** Restoration will be considered a lump sum item for payment. The unit cost for this item shall include all labor, equipment and materials required to restore the site and any areas disturbed during construction to pre-construction condition.

7. ADDITIONAL BIDDING INFORMATION

7.1 Project is tax exempt.

**CITY OF RAYMORE, MISSOURI**  
**RFP # 19-899-501**

**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 August, 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 Contractor 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 Contractor 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 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 and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

Contractor 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.

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 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*

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 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.

*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 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.

*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 at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Missouri, 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 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.

**PLEASE NOTE: The following affidavit must be completed and returned with RFP.**

**PROPOSAL FORM A**  
RFP 19-899-501

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

I (authorized agent) Andrew Breit having authority to act on behalf of (Company name) Breit Construction LLC do hereby acknowledge that (Company name) Breit Construction 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: BREIT CONSTRUCTION LLC

ADDRESS: PO Box 551 Street

ADDRESS: Raymore MO 64085  
City State Zip

PHONE: (913) 485-8008

E-MAIL: andy.breit@breitconstructionllc.com

DATE: 6/27/2019 Andrew Breit  
(Month-Day-Year) 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 19-899-501

**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 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 19-899-501

**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

<b>COMPANY NAME</b>	<i>See attached work reference</i>
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

State the number of Years in Business: 35

State the current number of personnel on staff: 12



**PO Box 551 Raymore, MO. 64083**

**Contact: Andy Breit (913) 485-8008**

### **Work Reference**

**Name: City of Raymore**  
**Contact: Lorie Crandall**  
**Mailing Address: 100 Municipal Circle Raymore, MO 64083**  
**Telephone: 816-331-1852      Email: lcrandell@raymore.com**  
**Project Name: 2016 Sanitary Sewer Rehabilitation**  
**Amount: \$123,830**  
**Date Completed: 5/5/2017      Scope: Rehabilitate manholes**

**Name: Cass County Water District #3**  
**Contact: Anita Delaney**  
**Mailing Address: 120 SE 30<sup>th</sup> St. Lee's Summit, MO 64082**  
**Telephone: 816-246-6700      Email: pwsd3ajd@aol.com**  
**Project Name: Chateau Place Water Main Replacement**  
**Amount: \$13,838**  
**Date Completed: 6/7/2018      Scope: Install water main**

**Name: Wil-Pav Inc.**  
**Contact: Dan Ward**  
**Mailing Address: 12900 E. Kentucky Rd. Sugar Creek, MO 64050**  
**Telephone: 816-836-1786      Email: dan@wilpav.com**  
**Project Name: Windsor Estates 7<sup>th</sup> Plat**  
**Amount: \$383,885**  
**Date Completed: 5/10/2019      Scope: Install site utilities – water, storm sewer**

**Name: City of Lake Lotawana**  
**Contact: Keith Herzberg**  
**Mailing Address: 100 Lake Lotawana Road Lake Lotawana, MO 64086**  
**Telephone: 816-578-4215      Email: kherzberg@lakelotawana.org**  
**Project Name: Lake Lotawana Sanitary Sewer Point Repairs**  
**Amount: \$121,285.75**  
**Date Completed: In Progress      Scope: Sanitary sewer point repairs**

**Name: City of Raymore**  
**Contact: Paschal Smith**  
**Mailing Address: 100 Municipal Circle Raymore, MO 64083**  
**Telephone: 816-331-1852      Email: psmith@raymore.com**  
**Project Name: Morningview Emergency Water Repair**  
**Amount: \$29,859**  
**Date Completed: 3/25/2019      Scope: Emergency replacement of 6" water line**

**PROPOSAL FORM D**

RFP 19-899-501

Proposal of BREIT CONSTRUCTION LLC, organized and  
(Company Name)  
existing under the laws of the State of Missouri, doing business  
as partnership (\*)

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. 19-899-501 – Dean Avenue Meter Vault.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) \_\_\_\_\_, 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. 19-899-501**

**Dean Avenue Meter Vault**

**Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1	3,291	3,291
Meter Vault	LS	1	17,551	17,551
Bedding Gravel	tons	20	47	940
12" Gate Valves	Each	3	3,847	11,541
12" Check Valve	Each	1	6,245	6,245
12"x12"x12" DIP Tees	Each	2	3,653	7,306
12" Flanged DIP 90 Degree bends	Each	2	2,715	5,430
12" DIP Flanged to Plain End Pipe	Each	3	1,339	4,017
12" Dismantling Joint	Each	1	2,051	2,051
Restrained Flanged Coupling Adapter	Each	1	1,819	1,819
Stainless Steel Pipe Supports	Each	3	699	2,097
Connections to existing pipe	LS	1	2,257	2,257
Restoration	LS	1	817	817
Traffic Control	LS	1	476	476
<b>TOTAL BASE BID</b>				<b>65,838</b>

**Total Base Bid for Project Number: 19-899-501**

\$ 65,838

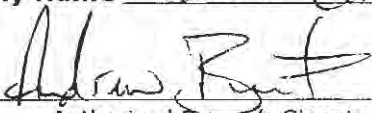
**In blank above insert numbers for the sum of the bid.**

(\$ Sixty-five thousand eight hundred thirty-eight dollars)

**In blank above write out the sum of the bid.**

**BID PROPOSAL FORM E – RFP 19-899-501  
CONTINUED**

Company Name BREIT CONSTRUCTION LLC

By   
Authorized Person's Signature

Andrew Breit - General Manager  
Print or type name and title of signer

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. \_\_\_\_\_

Company Address PO Box 551

Addendum No. \_\_\_\_\_

Raymore, MO

Addendum No. \_\_\_\_\_

64083

Addendum No. \_\_\_\_\_

Phone (913) 485-8008

Addendum No. \_\_\_\_\_

Fax (816) 322-1241

Email andy.breit@breitconstructionllc.com

Date 6/27/2019

**LATE BIDS CANNOT BE ACCEPTED!**



**CITY OF RAYMORE**

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



**ADDENDUM NO. 1**

Dean Avenue Meter Vault  
Project #19-899-501

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 - Question and Clarification**

**1. Question: Is the existing valve restrained?**

Answer: Review of the older plans show the valve is restrained

**2. Question: Are there any utility conflicts?**

Answer: No, however Dig Rite is still required

**3. Clarification: The hatch specified in the RFP is to be weather-proof as possible. The hatch should be fitted with a drain to the exterior, tamper-resistant penta head bolts and an odor gasket. These features should be included in the shop drawings.**

**4. Companies attending Pre-Bids:**

Redford Construction  
Breit Construction  
Hettinger Excavating

Beemer Construction  
J&N Utilities  
Tasco LLC

Any other questions regarding this proposal shall be submitted to Margie Sullivan, Administrative Assistant by email at MSullivan@raymore.com or by phone at (816) 892-3020. There will be no questions allowed after June 21, 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: BREIT CONSTRUCTION LLC.

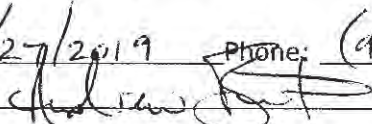
By: Andrew Breit

Title: General Manager

Address: PO Box 551

City, State, Zip: Raymore, MO 64083

Date: 6/27/2019 Phone: (913) 485-8008

Signature of Bidder: 

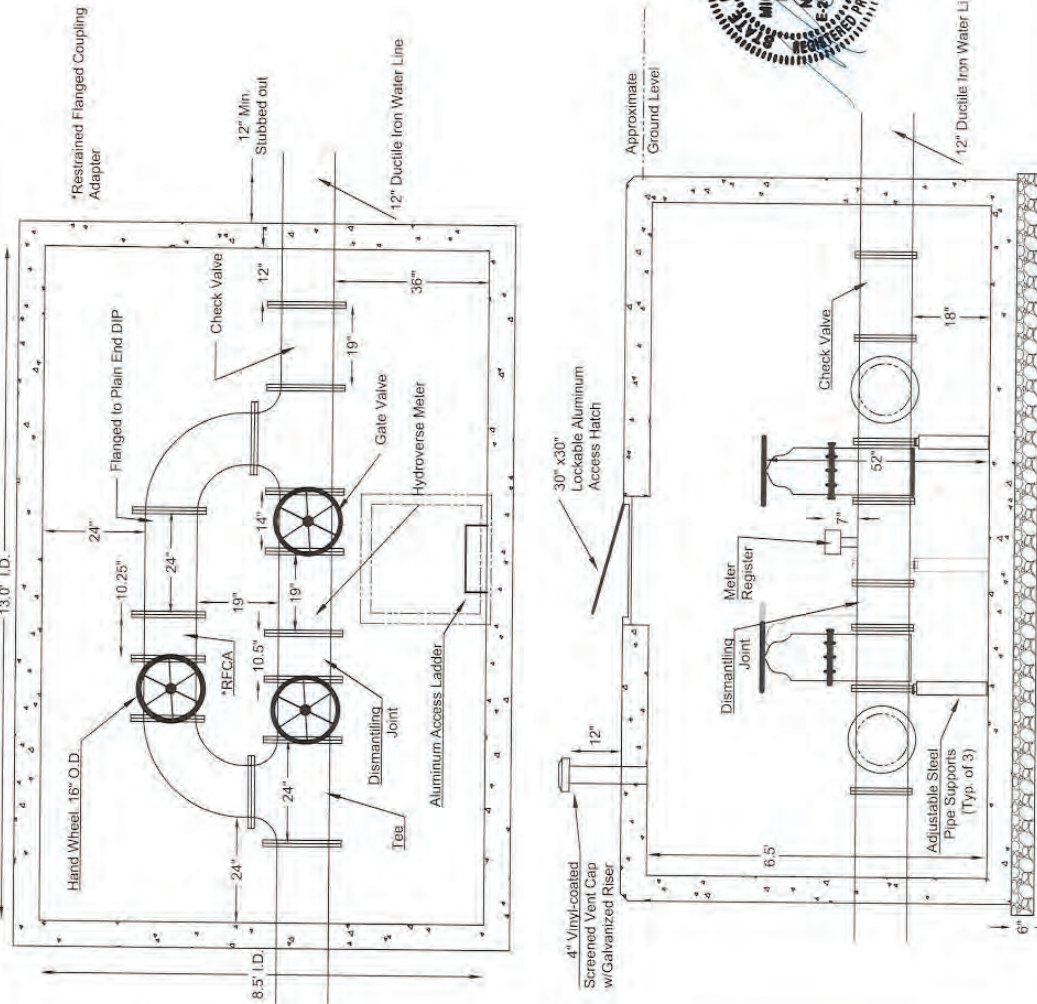
**ADDENDUM MUST BE SUBMITTED WITH BID**



Scale: 1" = 2'  
 North

**Notes:**

1. All ductile iron is to conform to the current AWWA specification C151, Class 50. All fittings shall conform to AWWA C110 and C153 and shall have a pressure rating of not less than the pipe.
2. All exterior surfaces of the vault (except the lid) are to be coated with an asphalt based waterproofing agent conforming to ASTM D449 or a coal tar paint meeting City specifications. The joint between the walls and the lid is to be sealed with a preformed flexible joint sealant and wrapped with "Kent Seal" tape.
3. The existing water line is 9' behind back of curb and top of the existing water line is 4.5' +/- below grade. Blockouts can be adjusted with City approval to match existing water line elevation.
4. All hardware (bolts, nuts, etc.) is to be stainless steel.
5. All pipe and fittings external of the vault are to be poly-wrapped.
6. The Sensus Hydroverse Meter will be supplied by the City.
7. There is an existing 12" gate valve immediately north of the proposed vault location.
8. Bedding gravel is to be 2" clean rock.
9. Approved equals may be substituted for valves and fittings listed below (Approved equals are to be Mueller, A-2361, Resilient Wedge.
10. Check valve is to be a Vai-Matic 12" Check Valve, model 1812A, 1.
11. Dismantling joint is to be a Romac Industries DJ400 or 405.
12. Restrained Flanged Coupling Adapter is to be manufactured by Romac Industries.
13. Pipe support columns shall be 4" diameter, sch 40, A304 stainless steel hardware, thrust blocks and any other materials required to make the connection.
14. The "connecting to existing" line item includes all sleeves, bends, restraints.
15. Traffic control is to be in accordance with MUTCD. An arrow board is required for lane closures. Lanes may not be closed overnight.
16. Wall penetrations are to be sealed with either a PSX boot connector or an a-lok gasket cast into the vault wall.
17. Aluminum hatch is to be a Bilco J-AL-Channel Frame - 300 PSF equipped with a LadderUP Safety Post.



**City of Raymore**  
 Dean Ave. Meter Vault  
 2019

Engineering Dept.  
 100 Municipal Circle  
 Raymore, Mo 64083  
 816-331-1852

Questions? Phil Becker at 816-888-6785 or jbecker@raymore.com



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: July 22, 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 3477 - Budget Amendment - Dean Avenue Meter Vault

**STRATEGIC PLAN GOAL/STRATEGY**

3.3.4: Ensure capital improvements support economic development priorities

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract: Budget Amendment total amount \$75,000  
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**

Bill 3477

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

This budget amendment will allocate funds from the Water Connection Fee Fund (52) to the FY 2019 Capitol Budget to purchase the necessary materials and equipment for the Dean Avenue Meter Vault installation project.

This project is necessary to fulfill the elements of the settlement agreement with Water District #10. The settlement agreement was reached after the beginning of the FY2019 Budget and this project was not included at that time.

Staff is recommending a budget amendment in the amount of \$75,000 to complete the project.

**BILL 3477**

**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 DEAN AVENUE METER VAULT PROJECT. "**

**WHEREAS,** funding is necessary for this project; and

**WHEREAS,** a budget amendment to Fiscal Year 2019 capital budget is necessary to provide these funds.

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

Section 1. The amount of \$75,000 is available in the Water Connection Fund (52) and is to be transferred to the FY 2019 Capital Budget to provide funding for the Dean Avenue Meter Vault Project, City Project Number 19-899-501.

Water Connection Fund (52)	CurrentBudget	Amendment	New Budget
Dean Avenue Meter Vault	\$0	\$75,000	\$75,000

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 22ND DAY OF JULY, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF AUGUST, 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



# Miscellaneous



THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, JULY 15, 2019, 6:30 P.M., AT RAYMORE CITY HALL. PRESENT: MAYOR TURNBOW, 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 Turnbow called the work session to order at 6:30 p.m.

A. Quarterly Economic Development Report

Economic Development Director Matt Tapp presented the quarterly economic development report to the City Council.

B. Board and Commission Appointments

Mayor Turnbow presented recommendations for Arts Commission appointments to the Council.

C. Other

Assistant City Manager Mike Ekey updated Council on the first day of collection with the new trash contractor.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to enter into executive session to discuss litigation matters as authorized by § 610.021 (1).

**DISCUSSION:** None

<b>VOTE:</b>	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 work session of the Raymore City Council adjourned to executive session at 7:42 p.m.



THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, JULY 2, 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, MATTHEW WIGGINS, MELODIE ARMSTRONG, ERIC BOWIE, CHARLES CRAIN AND MAYOR KRIS TURNBOW. ALSO PRESENT WAS DEVELOPMENT SERVICES DIRECTOR JIM CADORET, ASSOCIATE PLANNER DAVID GRESS, ASSISTANT PUBLIC WORKS DIRECTOR GREG ROKOS, 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 June 4, 2019 meeting**

**Motion by Commissioner Urquilla, Seconded by Commissioner Petermann, to approve the June 4, 2019 minutes.**

**Vote on Motion:**

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Abstain
Commissioner Bowie	Absent
Commissioner Crain	Abstain
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Abstain

**Motion passed 5-0-3.**

6. **Unfinished Business - None**
7. **New Business -**

**A. Case #19013 - HyVee Fast & Fresh Fueling Station CUP (public hearing)**

John Brehm, site planner for HyVee, presented the request to the Commission. Mr. Brehm indicated the request is to allow the inclusion of fueling pumps at the proposed HyVee Fast & Fresh Store to be located on the southwest corner of 58 Highway and Fox Ridge Drive.

Mr. Brehm indicated the owner is in agreement with the proposed condition of approval recommended by staff.

David Gress, Associate Planner, presented the staff report. Mr. Gress indicated that while the retail use of the property for the proposed HyVee Fast and Fresh is a permitted use, the addition of fueling pumps does require a conditional use permit.

Commissioner Eric Bowie arrived at 7:08 p.m.

Mr. Gress stated the request does require a public hearing and entered into the record the Growth Management Plan, the Unified Development Code, the application, and the staff report.

Mr. Gress commented that the conceptual plan submitted does include a proposed access drive to the site off of Fox Ridge Drive. Due to existing traffic on the road, staff is recommending that left-hand turns onto northbound Fox Ridge Drive be prohibited. A median is to be constructed to restrict left-turns.

Mr. Gress indicated that staff does recommend the Commission accept the staff proposed findings of fact and forward the request to the City Council with a recommendation of approval, subject to the condition that appropriate traffic measures be incorporated into the site plan to prevent left-hand turning movements onto northbound Fox Ridge Drive from the proposed access drive.

Commissioner Urquilla asked for clarification on what action the Commission is being asked to consider.

Mr. Gress stated a site plan and final plat for the project have been submitted but are not ready for Commission review. The request being considered is for a conditional use permit for only the fueling station portion of the project.

Commissioner Wiggins asked for clarification on street names utilized on the conceptual site plan.

Mr. Gress indicated that staff advised the applicant that the street names on the conceptual plan has to be changed. The southern road with access onto Fox Ridge Drive will be Brome Drive.

*Chairman Faulkner opened the public hearing at 7:18 p.m.*

There were no public comments.

*Chairman Faulkner closed the public hearing at 7:18 p.m.*

**Motion by Commissioner Urquilla, Seconded by Commissioner Wiggins, to accept the staff proposed findings of fact and recommend approval of case #19013, HyVee Fast & Fresh Fueling Station Conditional Use Permit, subject to the following condition:**

- 1. Appropriate traffic control measures shall be incorporated into the site plan to prevent left-hand turning movements onto northbound Fox Ridge Drive from the proposed access drive.**

Chairman Faulkner commented that the fueling pumps appear to be higher in elevation than the elevation of the store, but felt the applicants engineers would adequately address that situation when a site plan is filed.

**Vote on Motion:**

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye

Mayor Turnbow                      Aye

**Motion passed 9-0-0.**

**B. Case #19018 - 31st Amendment to the Unified Development Code - Medical Marijuana Facilities**

Development Services Director Jim Cadoret provided the staff report.

Mr. Cadoret indicated that an amendment to the Unified Development Code (UDC) requires a public hearing and he entered into the record the Growth Management Plan, Unified Development Code, Notice of Publication in the Raymore Journal, and the staff report submitted to the Commission.

Mr. Cadoret stated the UDC amendment establishes in what zoning districts the different medical marijuana uses are permitted and the minimum separation distances required between the facilities and specified sensitive land uses, such as schools, day-care centers, and religious facilities.

Mr. Cadoret indicated the UDC amendment also adds definitions of the facility types. The definitions were copied from the rules proposed by the Missouri Department of Health and Senior Services.

Mr. Cadoret stated staff recommends the Commission accept the proposed findings of fact and forward the 31st amendment to the Unified Development Code to the City Council with a recommendation of approval.

City Attorney Jonathan Zerr reminded the Commission they are only considering the UDC amendment and not considering the companion ordinance submitted by staff for reference purposes only.

*Chairman Faulkner opened the public hearing at 7:34 p.m.*

Teri Woods, 309 N. Park Drive, asked for clarification on the setback distances and whether the state established a 1,000 setback from residential property.

Mr. Cadoret stated there is no minimum setback requirement in the state rules from residential structures. He indicated the City has added the setback requirement in the proposed ordinance.

Commissioner Urquilla provided additional explanation on the setback distances included in the amendment.

*Chairman Faulkner closed the public hearing at 7:36 p.m.*

Commissioner Wiggins asked for clarification on how the setback distances are to be measured.

Mr. Cadoret stated if the facility is in a free-standing building, the distance is measured from the property line of the facility to the property line of the sensitive land use. If the facility is in a multi-tenant shopping center, the measurement is made from the property line of the sensitive land use to the entrance of the medical marijuana facility.

Commissioner Wiggins asked why there is a proposed prohibition on a facility being in the same building as a residential unit. He thought this may be too restrictive if we have a mixed use building with commercial spaces on the 1st floor and residential units above.

Mr. Cadoret commented that staff did consider the possibility of mixed-use development, but for now wanted to ensure residential units are clearly protected. The restriction could be reviewed again at a future date.

Commissioner Bowie asked the reasoning for the code language regarding sensitive land uses moving within the setback distance of a medical marijuana facility.

Mr. Cadoret stated the ordinance needs to provide some level of protection for facilities that find a location that meets all of the setback requirements. Should a sensitive land use move in close to the facility, the facility should not then be forced to move. The owners of the sensitive land use would know the medical marijuana facility is located close when they chose to move close to the facility.

Mr. Zerr concurred and stated the rights of the facility cannot be eliminated without substantially harming their operations and business. Mr. Zerr stated the code provision needs to remain.

**Motion by Commissioner Urquilla, Seconded by Commissioner Crain, to accept the staff proposed findings of fact and forward case #19018, 31st amendment to the UDC, to the City Council with a recommendation of approval.**

**Vote on Motion:**

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

**Motion passed 9-0-0.**

**8. City Council Report**

Mr. Zerr provided a review of the June 10, June 17 and June 24 Council meetings.

**9. Staff Report**

Mr. Gress provided an overview of the upcoming cases to be considered by the Commission and provided a report on Public Works activity.

**10. Public Comment**

No public comments.

**11. Commission Member Comment**

Commissioner Fizer thanked staff and Mr. Zerr for helping work through the issues of the non-meeting on June 18. She reviewed an article from Oregon regarding the removal of single-family zoning from larger communities in the state to encourage more affordable housing. She also encouraged Commission members to visit Recreation Park and view the new mural.

Commissioner Crain indicated that he is stepping down as a Commission member and enjoyed his time as a Commissioner.



## 12. Adjournment

**Motion by Commissioner Urquilla, Seconded by Commissioner Crain, to adjourn the July 2, 2019 Planning and Zoning Commission meeting.**

**Vote on Motion:**

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

**Motion passed 9-0-0.**

The July 2, 2019 meeting adjourned at 8:02 p.m.

Respectfully submitted,

Jim Cadoret