

AGENDA

Raymore City Council Regular Meeting City Hall – 100 Municipal Circle Monday, August 10, 2020

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. Development Services (pg 7)
 - B. Monthly Court Report (pg 13)
 - C. Police/Emergency Management
- 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 27, 2020 (pg 17)
- B. Appointment of Simon Casas to the Park Board

Reference: - Resolution 20-43 (pg 21)

- Volunteer Application (pg 22)

Mayor Turnbow has appointed Simon Casas, Ward 1 representative, to the Parks and Recreation Board to fill the unexpired term of Eric Eastwood. The appointment is now before the City Council for approval.

C. <u>Appointment of Reginald Townsend to the Kansas City Area Transportation Authority (KCATA)-Board of Commissioners</u>

Reference: - Resolution 20-44 (pg 23)

Mayor Turnbow is recommending the appointment of Reginald Townsend to the KCATA as a Cass County representative. A nomination is required to be approved by the Cass County Commission, followed by recommendation to Governor Michael Parsons and confirmed by the State Senate.

7. Unfinished Business. Second Reading.

A. <u>Budget Amendment - Benefits Specialist, Human Resources Department</u>

Reference: - Agenda Item Information Sheet (pg 27)
- Bill 3559 (pg 29)

The Human Resources Department previously employed an administrative assistant to manage the City's health, dental, vision and ancillary benefit programs. As an organization, it is important that we continue to professionally manage these increasingly complex programs for our employees to ensure we remain an employer of choice in the region. The new benefit specialist will be capable of providing additional services and benefits to our employees.

City Council, 07/24/2020: Approved 8-0

8. New Business. First Reading.

A. <u>Setting the 2020 Tax Levy (public hearing)</u>

Reference: - Agenda Item Information Sheet (pg 35)

- Bill 3563 (pg 37)

- 2020 State Auditor Calculation (pg 39)

- 2020 Notice of Aggregate Assessed Valuation (pg 42)

State law requires each political subdivision in the state, except counties, to fix their ad valorem property tax rates not later than Sept. 1 for entry in the tax books. Should any political subdivision whose taxes are collected by the county collector of revenue fail to fix its ad valorem property tax rate by Sept. 1, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year.

B. Establishing a Stop Sign

Reference: - Agenda Item Information (pg 43)

- Bill 3560 (pg 45)

- Policy on Installation of Stop Signs (pg 47)

City Council is requested to approve the installation of a stop sign on N. Foxridge Drive at 163rd Street.

C. Award of Contract - Willowind Gravity Sewer

Reference: - Agenda Item Information Sheet (pg 49)

- Bill 3561 (pg 51)

- Contract (pg 53)

Staff recommends awarding the contract to Breit Construction LLC for the Willowind Gravity Sewer Project.

D. Award of Contract - 2020 Stormwater Improvements

Reference: - Agenda Item Information Sheet (pg 91)

- Bill 3562 (pg 93)

- Contract (pg 95)

Staff recommends awarding the contract to J. Richardson Construction for the 2020 Stormwater Improvements Project

E. Support of Application to MHDC for Grant Park Villas

Reference: - Agenda Item Information Sheet (pg 133)

- Resolution 20-42 (pg 135)

- Conceptual Site Plan (pg 137)

Jeff Beckler, representing Zimmerman Properties, LLC, has requested a resolution in support of the application he intends to file with the Missouri Housing Development Corporation (MHDC) for tax credits for a proposed 48-unit affordable senior housing rental development to be located on a 3.83 acre property on the east side of Adams Street, north of 58 Highway.

F. Dean Avenue Extension Right-of-Way Final Plat

Reference: - Agenda Item Information Sheet (pg 139)

- Bill 3564 (pg 141)

- Final Plat (pg 143)

Grant Harrison, representing KCI Raymore Industrial Land LLC, is requesting final plat approval of the Dean Avenue Extension Right-of-Way Final Plat, a public road to be constructed south of North Cass Parkway.

Planning and Zoning Commission, 08/04/2020: Approved 7-0-1

G. <u>Declaring the Election Results</u>, <u>August 4</u>, <u>2020 – G. O. Bond-Emergency Reading</u>

Reference: - Bill 3565 (pg 149)

- Election Results(unofficial results) (pg 152)

Presented for Council approval is an Ordinance declaring the results of the August 4th, 2020 election regarding the City of Raymore's two general obligation bond issue questions. In order to expedite progress on the projects, the Bill is presented as an emergency.

- **11. Public Comments.** Please identify yourself for the record and keep comments to a maximum of five minutes.
- 12. Mayor/Council Communication.
- 13. Adjournment.

Items provided under "Miscellaneous" in the Council Packet:

• City Council Work Session notes, 07/20/2020 (pg 155)

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



MONTHLY REPORT JULY 2020

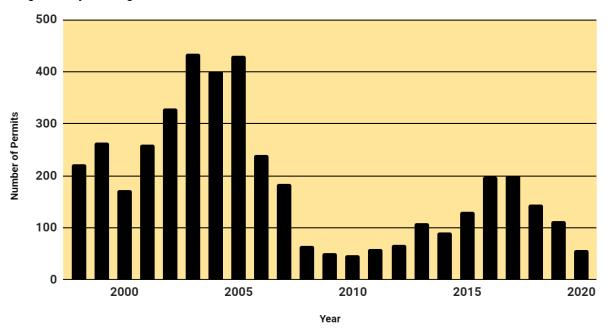
Building Permit Activity

Type of Permit	July 2020	2020 YTD	2019 YTD	2019 Total
Detached Single-Family Residential	13	57	71	113
Attached Single-Family Residential	0	14	0	26
Multi-Family Residential	396	396	0	0
Miscellaneous Residential (deck; roof)	168	757	425	720
Commercial - New, Additions, Alterations	0	10	12	18
Sign Permits	4	20	30	54
Inspections	July 2020	2020 YTD	2019 YTD	2019 Total
Total # of Inspections	465	2,701	2,205	3,858
Valuation	July 2020	2020 YTD	2019 YTD	2019 Total
Total Residential Permit Valuation	\$3,206,400	\$16,781,400	\$17,310,000	\$34,498,600
Total Commercial Permit Valuation	\$30,781,000	\$39,045,300	\$1,775,300	\$1,822.300

Additional Building Activity:

- Construction continues on the Compass Health office building.
- Foundation work and underslab utilities on the clubhouse and the first of twelve apartment buildings continues.
- Construction continues on the installation of the extension of Dean Avenue and for sanitary sewer main extension to serve the proposed Van Trust Industrial development at the southwest corner of Dean Avenue and North Cass Parkway.
- Site work continues at T.B. Hanna Station.

Single Family Building Permits



Code Enforcement Activity

Code Activity	July 2020	2020 YTD	2019 YTD	2019 Total
Code Enforcement Cases Opened	64	378	331	642
Notices Mailed				
-Tall Grass/Weeds	11	77	79	135
- Inoperable Vehicles	20	103	42	138
- Junk/Trash/Debris in Yard	11	58	75	146
- Object placed in right-of-way	1	4	8	14
- Parking of vehicles in front yard	1	11	7	13
- Exterior home maintenance	9	39	16	41
- Other (trash at curb early; signs; etc)	0	4	2	2
Properties mowed by City Contractor	13	49	30	71
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	1	1	8	10
Signs in right-of-way removed	56	301	153	370
Violations abated by Code Officer	11	92	60	126

Development Activity

Current Projects

- Park Side Subdivision, 160 acres south of 163rd Street, west of North Madison, rezoning from Agricultural to Planned Unit Development
- Oak Ridge Farms Subdivision, 23 acres north of Ramblewood, south of Heritage Hills at the extension of Pine Street, rezoning from R-1 (Single-Family Residential) to Planned Unit Development
- Dean Avenue Extension Right-of-Way Final Plat

	As of July 31, 2020	As of July 31, 2019	As of July 31, 2018
Homes currently under construction	536 (140 single family)	133	220
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	273	357	405
Total number of dwelling units in City	8,750	8,610	8,401

Actions of Boards, Commission, and City Council

City Council

July 13, 2020

- Approved on 2nd reading the rezoning of 4 acres located north of Foxwood Springs, from Agricultural to Planned Unit Development District
- Approved on 2nd reading the vacation of an unimproved 14-foot alley located in T.B.Hanna Station Park
- Approved on 2nd reading the Eastbrooke at Creekmoor First Final Plat
- Approved on 2nd reading the Replat of Tract X and Tract Y in Brookside Tenth
- Approved on 1st reading the 1st amendment to the Brookside 10th Final Plat development agreement

July 27, 2020

- Accepted the public improvements for the 1st phase of Prairie View of The Good Ranch
- Approved on 2nd reading the 1st amendment to the Brookside 10th Final Plat development agreement

Planning and Zoning Commission

July 7, 2020

 Considered the annual review of the Unified Development Code and directed staff to prepare an amendment to the Unified Development Code incorporating the staff recommended changes

July 21, 2020

Meeting cancelled

Board of Adjustment

July 21, 2020

 Held a training session. City Attorney Jonathan Zerr chaired a mock meeting of the Board.

Upcoming Meetings – August & September

August 4, 2020 Planning and Zoning Commission

- Oak Ridge Farms Subdivision, rezoning R-1 to PUD (public hearing)
- Dean Avenue Extension Final Plat

August 10, 2020 City Council

• 1st reading, Dean Avenue Extension Final Plat

August 18, 2020 Planning and Zoning Commission

Meeting cancelled

August 24, 2020 City Council

- 1st reading, Oak Ridge Farms Subdivision, rezoning R-1 to PUD (public hearing)
- 2nd reading, Dean Avenue Extension Final Plat

September 1, 2020 Planning and Zoning Commission

- FY 2021-2025 Capital Improvement Program (public hearing)
- 32nd Amendment to the Unified Development Code small wireless facilities (public hearing)

September 14, 2020 City Council

• 2nd reading, Oak Ridge Farms Subdivision, rezoning R-1 to PUD

September 15, 2020 Planning and Zoning Commission

 33rd Amendment to the Unified Development Code - misc. Items from annual UDC review (public hearing)

September 28, 2020 City Council

• 1st reading, 32nd amendment to the Unified Development Code - small wireless facilities (public hearing)

Department Activities

- Inspectors have been busy with inspections on roof replacements. Since April, the City has issued over 400 permits to replace roofs, many being damaged by spring storms.
- GIS Coordinator Heather Eisenbarth created a <u>GO Bond storymap</u> that provides an overview and illustrates the location of the projects included in the No Tax Increase General Obligation Bond Issues to be decided by the voters on Tuesday, Aug. 4.
- 17 residents attended the Good Neighbor meeting for the <u>Park Side</u> Subdivision, a 325 lot single-family residential development proposed for 155 acres located south of 163rd Street and west of North Madison Street. The Planning and Zoning Commission will consider the application on Aug. 18.
- Four residents attended the Good Neighbor meeting for the proposed expansion of the <u>Oak Ridge Farms</u> subdivision, located at the eastern end of Pine Street, north of the Ramblewood subdivision. The Planning and Zoning Commission will consider the rezoning and preliminary plan application on Aug. 4.
- GIS Coordinator Heather Eisenbarth participated in the virtual ESRI GIS Conference for GIS professionals.
- The developer of the proposed <u>Park Side Subdivision</u>, to be located on the east side of North Madison Street, south of 163rd Street, has placed a hold on the review of the rezoning/preliminary plan application. The public hearing that was scheduled for the Aug. 18 Planning and Zoning Commission has been cancelled.
- Staff completed research and preparation of a proposed amendment to the Unified Development Code regarding the installation of small wireless facilities in the City. Small wireless facilities are typically attached to existing utility poles and allow wireless carries to offer 5G cellular service. The proposed amendment will be presented to the Planning and Zoning Commission for consideration in September.
- Economic Development Director David Gress and Mayor Kristofer Turnbow attended the ribbon cutting ceremony for <u>Beauty Mark Salon</u>, located at 406 W. Pine St., Suite G, hosted by the Raymore Chamber of Commerce.

GIS Activities

- Responses to requests for information, services, etc
- Ongoing operations to ensure timeliness, accuracy and high availability of data internally & externally
- Participation in ArcGIS Field Maps (Beta) testing
- Editing of Open Street Map (OSM)
- Troubleshooting issues with expressions, etc

- ESRI virtual conference, architecture maturity review, data health check, developer clinic & strategic planning
- Cloud Architecture Autodesk connector for ArcGIS Enterprise
- Support for annual e911 quality control operations
- Implemented AGO story maps for GO Bond Issues & Virtual Runs (suggested routes)
- Configured locator service as portal utility for use with 'geocode locations from table' widget

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Raymore Municipal Division

I. COURT INFORMATION

Reporting Period:			
July 2020)	Court activity occurred in reporting period: Yes	
Clerk's Physical Addre	ess:	Mailing Address:	Vendor
100 Municipal Circle Raymore, MO 64083		100 Municipal Circle Raymore, MO 64083	Incode (Tyler Technologies)
Telephone Number:		Fax Number:	
(816) 331-1712			
Prepared by:		Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
Donna Furr-Court Admi	nistrator	donna.r.furr@courts.mo.gov	Ross Nigro

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	50	1,203	666
B. Cases (citations / informations) filed	0	162	66
C. Cases (citations / informations) disposed		in a second	
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	3	74	33
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	13	0
6. dismissed by court	0	2	0
7. nolle prosequi	2	11	17
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	5	100	50
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	45	1,265	682
E. Trial de Novo and / or appeal applications filed	1	0	0

r			Page 14 01 156
III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	146	Does court staff process parking	tickets? Yes
2. # Served/withdrawn during reporting period:		1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,468		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the exc percentage limitation)	ess revenue
Fines – Excess Revenue	\$10,116.00
Clerk Fee – Excess Revenue	\$852.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$26.64
Bond forfeitures (paid to city) – Excess Revenue	\$254.00
Total Excess Revenue	\$11,248.64
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess limitation)	revenue percentage
Fines – Other	\$6,277.50
Clerk Fee – Other	\$377.63
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$104.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$741.52
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$11.84
Law Enforcement Training (LET) Fund surcharge	\$204.94
Domestic Violence Shelter surcharge	\$411.50
Inmate Prisoner Detainee Security Fund surcharge	\$202.93
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$1,588.50
Total Other Revenue	\$9,920.36
Other Disbursements: Enter below additional surcharges and/or fees not listed above subject to the excess revenue percentage limitation. Examples include, but are not lincosts, witness fees, and board bill/jail costs.	. Designate if nited to, arrest
DUI	\$300.00
Total Other Disbursements	\$300.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$21,469.00
Bond Refunds	\$350.00
Total Disbursements	\$21,819.00

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, JULY 27, 2020 AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, CITY CLERK JEANIE WOERNER, AND STAFF MEMBERS.

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

Mayor Turnbow noted the rearranged seating for Councilmembers and staff for social distancing requirements.

- 3. Pledge of Allegiance.
- 4. Presentations/Awards.
- 5. Personal Appearances.
- 6. Staff Reports.

City Manager Jim Feuerborn stated the verbal staff reports scheduled for this meeting are included in the Council packet and will not be presented as staff attendance is being kept minimal.

Communications Manager Melissa Harmer provided information on the August 4 No Tax Increase GO Bond issue. She announced that she is working with Chief Zimmerman to place the Police Department's policies and procedures on the City's website soon and work will begin on the Fall issue of the *Raymore Review Magazine* within the next few weeks.

Emergency Management Director Ryan Murdock provided current information on the COVID 19 pandemic as it relates to Raymore and Cass County. He answered general questions from Council.

City Manager Jim Feuerborn announced the items for the August 3 Council work session. He advised Council that the City staffed Covid 19 team is analyzing current conditions and how that relates to City event spaces and cancelling certain events.

- 7. Committee Reports.
- 8. Consent Agenda.
- A. City Council Regular Meeting Minutes, July 13, 2020
- B. Resolution 20-33: Reappointment of Melinda Houdyshell to the Park Board
- C. Resolution 20-34: Reappointment of Rich Bartow to the Park Board

- D. Resolution 20-35: Reappointment of Steven Trautman to the Park Board
- E. Resolution 20-38: Reappointment of Robert Berry to the Arts Commission
- F. Resolution 20-39: Reappointment of Patricia Setser to the Arts Commission
- G. Resolution 20-41: Appointment of David Forster to the Tree Board
- H. Resolution 20-37: Missouri Ethics Commission-Financial Disclosure
- I. Resolution 20-40: Acceptance of Public Improvements Prairie View of the Good Ranch 1st Plat

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

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye

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

9. Unfinished Business. Second Readings.

A. <u>Foxwood Springs Rezoning</u>

BILL 3557: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "A" AGRICULTURAL DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, A 4 ACRE TRACT OF LAND LOCATED NORTH OF THE EXISTING FOXWOOD SPRINGS DEVELOPMENT, IN RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Jeanie Woerner conducted the second reading of Bill 3557 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3557 by title only.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye

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

Mayor Turnbow announced the motion carried and declared Bill 3557 as **Raymore City Ordinance 2020-040.**

10. New Business. First Readings.

A. Budget Amendment - Benefits Specialist, Human Resources Department

BILL 3559: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FY 2020 BUDGET TO CREATE A BENEFITS SPECIALIST POSITION IN THE ADMINISTRATION - HUMAN RESOURCES DEPARTMENT AND DIVISION."

City Clerk Jeanie Woerner conducted the first reading of Bill 3559 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. Announced in the July 20 Council work session, the Human Resources Department previously employed an administrative assistant to manage the City's health, dental, vision and ancillary benefit programs. He noted the importance that we continue to professionally manage these increasingly complex programs for our employees to ensure we remain an employer of choice in the region.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3559 by title only.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye

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

11. Public Comments.

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers recognized volunteers reappointed and appointed to various boards and commissions.

Councilmember Burke thanked Mr. Murdock for the updated information on Covid 19 statistics and remembered Congressman John Lewis on his dedication to civil rights.

13. Adjournment.

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

VOTE: Councilmember Abdelgawad Aye

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

The regular meeting of the Raymore Council adjourned at 7:26 p.m.

Respectfully submitted,

Jeanie Woerner City Clerk

RESOLUTION 20-43

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AN APPOINTMENT TO THE PARKS AND RECREATION BOARD."

WHEREAS, Section 8.1 of the Raymore Home Rule Charter authorizes the Mayor to appoint members to the Parks and Recreation Board with the advice and consent of a majority of the Council; and

WHEREAS, the Parks and Recreation Board shall act in accordance with, shall have such authority as conferred by, and shall in general carry out the spirit and intent of Sections 90.500 through 90.570 of the Revised Statutes of Missouri (RSMo).

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

<u>Section 1.</u> That the Council consents to the Mayor's appointment of the following person to fill the unexpired term of Eric Eastwood to the Parks and Recreation Board, as a Ward 1 representative, for the term as indicated and until a successor is appointed.

<u>NAME</u>	EFFECTIVE	TERM EXPIRES
Simon Casas	August 10, 2020	June 1, 2021

DULY READ AND PASSED THIS 10TH DAY OF AUGUST, 2020.

BE IT REMEMBERED SAID RESOLUTION WAS ADOPTED 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, MO: Online Volunteer Application

1 message

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

Wed, May 6, 2020 at 7:39 PM

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

Form Name: City Volunteer Form Date & Time: 05/06/2020 7:39 PM

Response #: 41 Submi er ID: 1685

IP address: 2605:a601:adf5:b000:f4e6:2adf:e47d:d4fa

Time to complete: 4 min., 14 sec.

Survey Details

Page 1

1. Contact Informaon

Full Name:J. Simon CasasAddress:410 S Darrowby DrPhone Number:(816) 590-9973

Email: simon@thehroffice.com

- 2. Select your Ward (If you don't know your Ward, call 816-331-3324)
 - (o) Ward 1
- 3. I am interested in:

[x] Parks & Recreaon Boar d

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

I have been a past Parks and Recreaon Boar d member and Chairman. I am considering being of service again in the community and I appreciate your consideraon.

What other community or civic activities do you participate in?

None at this me.

Thank you,

City of Raymore, MO

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RESOLUTION 20-44

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI RECOMMENDING TO THE CASS COUNTY COMMISSION THAT A NOMINATION BE MADE FOR AN APPOINTMENT TO THE KANSAS CITY AREA TRANSPORTATION AUTHORITY'S CASS COUNTY SEAT."

WHEREAS, the Area Transportation Authority (ATA) is governed by a ten (10) member Board of Commissioners, five (5) from Missouri and five (5) from Kansas; and

WHEREAS, the Commissioners are responsible for the management, control, and operation of the Authority and its properties vested in the Board; and

WHEREAS, the Cass County seat on the Commission is and has been vacant; and

WHEREAS, it is critical that Cass County have representation on the ATA.

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

<u>Section 1.</u> That the Council recommends the appointment of Councilmember Reginald Townsend, as the ATA's Cass County seat to the Cass County Commissioners to the first of two (2) consecutive four (4) year terms.

DULY READ AND PASSED THIS 10TH DAY OF AUGUST, 2020.

BE IT REMEMBERED SAID RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

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

ATTEST:	APPROVE:
Jean Woerner, City Clerk	Kristofer P. Turnbow, Mayor
	 Date of Signature

Unfinished Business



CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

AGENDATI	EWINFORMATION FORM
DATE: July 27, 2020	
SUBMITTED BY: Mike Ekey	DEPARTMENT: Administration
	tion Presentation Public Hearing
☐ Agreement ☐ Discuss	sion
TITLE	E / ISSUE / REQUEST
Bill 3559: Budget Amendment, Ben	efits Specialist
STRATEG	IC PLAN GOAL/STRATEGY
4.2 Develop a high-quality workford	e e
FIN	NANCIAL IMPACT
Award To:	
Amount of Request/Contract:	
Amount Budgeted:	
Funding Source/Account#:	
PR	ROJECT TIMELINE
Estimated Start Date	Estimated End Date
STAFI	F RECOMMENDATION
	Approval
OTHER BOARDS	S & COMMISSIONS ASSIGNED
Name of Board or Commission:	
Date:	
Action/Vote:	
LIST OF REFEREI	NCE DOCUMENTS ATTACHED
Job Description	
	REVIEWED BY:
	Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Human Resources Department previously employed an administrative assistant to manage the City's health, dental, vision and ancillary benefit programs. As an

organization, it is important that we continue to professionally manage these programs for our employees to ensure we remain an employer of choice in the region. The new Benefit Specialist is capable of providing additional services and benefits to our employees.
This Bill will amend the FY2020 Budget to remove the Administrative Assistant from the Human Resources Division on the organization chart and replace that position with a Benefits Specialist on that chart and include the position in Range 10 on the salary chart.

BILL 3559 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FY 2020 BUDGET TO CREATE A BENEFITS SPECIALIST POSITION IN THE ADMINISTRATION - HUMAN RESOURCES DEPARTMENT AND DIVISION."

WHEREAS, the City of Raymore continues to seek ways to be an employer of choice in the region, and;

WHEREAS, the administrative assistant serving the Human Resources division within the Administration Department recently retired, and;

WHEREAS, a Benefits Specialist will replace this position and be able to provide additional services to our dedicated employees throughout the City.

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

<u>Section 1</u>. The FY 2020 General Fund Operating Budget will be amended to include a Benefits Specialist position, attached as Exhibit A.

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

<u>Section 3. Severability</u>. 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 27TH DAY OF JULY, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF AUGUST, 2020, 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

Bill 3559 2

Benefits Specialist

Job Summary:

The benefits specialist is responsible for assisting with the administration of all benefits and retirement programs, including medical, dental, vision, life insurance, short- and long-term disability and other supplemental benefits.

Supervisory Responsibilities:

- None.
- Position reports to HR Manager

Duties/Responsibilities:

- Ensures the accuracy of all benefits enrollments in the HRIS to provide vendors with accurate eligibility information.
- Assists with new-hire orientations.
- Performs quality checks of benefits-related data.
- Assists employees regarding benefits claim issues and plan changes.
- Distributes all benefits enrollment materials and determines eligibility.
- Enrolls employees with carriers and processes life status changes.
- Responds to benefits inquiries from managers and employees on plan provisions, benefits enrollments, status changes and other general inquiries.
- Processes and administers all leave-of-absence requests and disability paperwork: medical, personal, disability and FMLA.
- Effectively interprets FMLA and ADA implications as they relate to leaves of absences/disabilities.
- Responds to retirement plan inquiries relating to enrollments, plan changes and contribution amounts.
- Assists with the open enrollment process.
- Administers the tuition reimbursement program.
- Provides necessary reports for allocation/billing charges.
- Reconciles and processes all monthly benefit billings.
- Processes and reports annual ACA requirements
- Maintains employee database in the HRIS system.
- Performs departmental administrative duties.
- With the assistance of the Communications Manager, develops internal promotional initiatives for all of the above programs.

Required Skills/Abilities:

- Extensive knowledge of employee benefits and applicable laws.
- Excellent written and verbal communication skills.
- Excellent public speaking and presentation skills.
- Excellent organizational and time management skills.

Proficient with Microsoft Excel and Google Sheets.

Education and Experience:

Required:

- Associate's degree in HR or related field, but experience and/or other training/certification may be substituted for the education.
- Two years' experience in HR and/or benefits administration.

Preferred:

- InCode experience.
- IPMA Certified Professional (IPMA-CP) or IPMA Senior Certified Professional (IPMA-SCP) certification credential.

Physical Requirements:

- Prolonged periods sitting at a desk and working on a computer.
- Must be able to lift up to 15 pounds at a time.

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New Business



CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

DATE: Aug. 10, 2020	
SUBMITTED BY: Elisa Williams DEPARTMENT: Finance	
☐ Agreement ☐ Discussion ☐ Other	
TITLE / ISSUE / REQUEST	
Bill 3563: Setting the 2020 Tax Levy	
STRATEGIC PLAN GOAL/STRATEGY	
4.3 Ensure Fiscal Discipline and Good Stewardship of Public Resources	
FINANCIAL IMPACT	
Award To: Amount of Request/Contract: Amount Budgeted: Funding Source/Account#:	
PROJECT TIMELINE	
Estimated Start Date Estimated End Date	
Estimated Start Bate Estimated End Bate	
STAFF RECOMMENDATION	
Approval	
OTHER BOARDS & COMMISSIONS ASSIGNED	
Name of Board or Commission:	
Date:	
Action/Vote:	
LIST OF REFERENCE DOCUMENTS ATTACHED	
2020 State Auditors Calculation 2020 Notice of Aggregate Assessed Valuation	
REVIEWED BY:	
Jim Feuerborn	

BACKGROUND / JUSTIFICATION

Cass County has provided to the City of Raymore the final and equalized assessed values of real and personal property located within the city limits.

The total assessed values for property within the city limits are reviewed in May and June by the County. In even years (like this year 2020) the property is simply reviewed to add growth (i.e. new properties that have come onto the rolls since last year). In odd years, the County assesses the properties to account for changes in value. In even years the total City valuation changes to reflect only growth, while in odd years the total city valuation changes due to both growth and change in the values of existing properties.

The basic theory of the Hancock Amendment is that City revenue from property tax in the operating funds (General and Parks) should be neutral from year to year for non-growth related increases in assessments. Therefore, as non-growth related property assessments increase, levies typically decrease.* Conversely, if non-growth related property assessments decrease in any given year, Hancock provides that the levies may increase in order to result in revenue neutrality.

Computations have been completed by the State Auditor's office, based on the information received from the County (2nd- Report After Board of Equalization), to determine the levies which may be set in each of the funds in order to be revenue-neutral. Based on the results of these computations, the levy that could be assessed in the General Fund to be revenue-neutral is 0.4231, and the levy that could be assessed in the Park Fund to be revenue-neutral is 0.1139.

The debt service levy for this year is at the same amount as last year 0.7170. Based on the information provided by the County and the State Auditor's calculation the 2020 Tax Levy is recommended to be \$1.2540 in total.

BILL 3563 ORDINANCE

"AN ORDINANCE PURSUANT TO SECTION 67.110 OF THE REVISED STATUTES OF MISSOURI LEVYING GENERAL AND SPECIAL TAXES IN THE CITY OF RAYMORE, MISSOURI, FOR THE YEAR 2020."

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

<u>Section 1.</u> For the support of the government of the City of Raymore, Missouri, and to meet contractual obligations of said City for the year 2020, General and Special taxes are hereby levied upon all subjects and objects of taxation within the corporate limits of the City of Raymore, Missouri, as follows:

FOR GENERAL PURPOSES: FORTY-TWO AND THIRTY-ONE HUNDREDTHS

CENTS (\$0.4231) PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION

<u>Section 2.</u> The rate of tax for the Sinking Fund Levy upon all subjects and objects of taxation for the year 2020, in the City of Raymore, Missouri, for the General Obligation Bonds principal and interest payment shall be as follows:

FOR THE SINKING FUND: SEVENTY-ONE AND SEVENTY HUNDREDTHS

CENTS (\$0.7170) PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION

<u>Section 3.</u> The rate of tax for the Park Levy upon all subjects and objects of taxation for the year 2020, in the City of Raymore, Missouri, for the maintenance and improvement of the city parks shall be as follows:

FOR PARK LEVY: ELEVEN AND THIRTY-NINE HUNDREDTHS

CENTS (\$0.1139) PER ONE HUNDRED

DOLLARS (\$100) ASSESSED

VALUATION

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

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

DULY READ THE FIRST TIME THIS 10TH DAY OF AUGUST, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF AUGUST, 2020, 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		

INFORMAL TAX RATE CALCULATOR FILE

Form A

For Political Subdivisions Other Than School Districts Levving a Single Rate on All Property

Augus	it 10, 2020
PrintedCity: Course	zid/Mozenting
Page	3 920121)5 6

of Function Subdivisions Strict Than School Districts Ectying a Single Rate on An Froperty			
City of Raymore	09-019-0014	General Revenue	
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy	

Name of Political Subdivision	Political Subdivision Code	Purpose of Levy
omputation of reassessment growth and rate for con	npliance with Article X, Section 22, and Section 137.073, RSM)
	de the current state and locally assessed valuation obtained from	the county clerk
county assessor, or comparable office finalized by		
(a) 327,462,696 + (Real Estate)	(b) 58,187,945 =	385,650,641 (Total)
	(Personal Property)	(Total)
. Assessed valuation of new construction & imp		
2(a) - Obtained from the county clerk or county a		
(a) $\frac{7,036,431}{\text{(Real Estate)}}$ +	(b) 3,012,390 =	10,048,821
(Real Estate)	Line $\overline{1(b) - 3(b) - 5(b) + 6(b) + 7(b)}$	(Total)
	If Line 2b is negative, enter zero	
3. Assessed value of newly added territory obtain	ned from the county clerk or county assessor	
(a)	$(b) \underline{\qquad \qquad } = \\ (Personal Property)$	0
		(Total)
4. Adjusted current year assessed valuation (Line		375,601,820
	prior year state and locally assessed valuation obtained from the	
county assessor, or comparable office finalized b	y the local board of equalization. NOTE: If this is different than	the amount on the prior year Form A
	Enter the revised prior year tax rate ceiling on this year's Summ	
(a) 319,448,641 + (Real Estate)	(b) <u>55,175,555</u> = (Personal Property)	374,624,196 (Total)
(Real Estate) 5. Assessed value of newly separated territory of		(Total)
o. Assessed value of newly separated territory of	(b) — O —	0
(a) $0 + (Real Estate)$	(b)	(Total)
	prior year, but state assessed in current year obtained from the	,
or county assessor	prior year, but state assessed in current year obtained from t	ic county elerk
	(b) 0 =	0
(a) 0 + (Real Estate)	(Personal Property)	(Total)
8. Adjusted prior year assessed valuation (Line 5	* • • · · · · · · · · · · · · · · · · ·	374,624,196
		, , , , , , ,
	voluntary reduction(s) taken in previous even numbered	
	odivision wishes to no longer use the lowered tax rate ceiling	
	nd pass a resolution, a policy statement, or an ordinance	For Political
	tax rate. The information in the Informational Data, at the end	Subdivision Use
	ed had there been no previous voluntary reduction(s) taken in	in Calculating its
n even numbered year(s).		Tax Rate
	xisting property in the current year over the prior year's assessed	
(Line 4 - Line 8/Line 8 x 100)		0.2610%
O. Increase in Consumer Price Index (CPI) certif		2.3000%
1. Adjusted prior year assessed valuation (Line 8		374,624,196
2. (2019) Tax rate ceiling from prior year (Sum		0.4231
	roperty that existed in both years (Line 11 x Line 12/100)	1,585,035
Permitted reassessment revenue growth	1 04 1 4 71 0 4 677 71 40	
	lower of the actual growth (Line 9), the CPI (Line 10) or 5%	0.251007
	Line 14 purposes. Do not enter less than 0 or more than 5%	0.2610%
5. Additional revenue permitted (Line 13 x Line		4,137
	n property that existed in both years (Line 13 + Line 15)	1,589,172
7. Adjusted current year assessed valuation (Line		375,601,820
8. Maximum tax rate permitted by Article X, Sec	ction 22, and Section 137.073 RSMo	
(Line 16 / Line 17 x 100)	1 6	
Round a fraction to the nearest one/one hundredt	n of a cent.	0.4221
Enter this rate on the Summary Page, Line B		0.4231

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexe property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.

INFORMAL TAX RATE CALCULATOR FILE

Form A

Augus	1 10, 2020
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Page	4 02012105 6

Political Subdivisions Oth		istricts Levying	, ,	operty	
City of Raymor			09-019-0014	_	Parks & Recreation
Name of Political Sub-	division	P	olitical Subdivision Code		Purpose of Levy
nputation of reassessment gr	owth and rate for o	ompliance with	Article X, Section 22, and	d Section 137.073	3, RSMo
(2020) Current year asse			-	valuation obtain	ed from the county clerk
county assessor, or compara					
(a) 327	,462,696 +	(b)	58,187,945 Personal Property)	=	385,650,641
(Real Esta	ate)	(1	Personal Property)		(Total)
Assessed valuation of new					
2(a) - Obtained from the cou	unty clerk or count	y assessor	2(b) - increase in pe	rsonal property, ι	use the formula listed under Line 2(b
(a)	,036,431 +	(b)	$\frac{3,012,390}{-3(b)-5(b)+6(b)+7(b)}$	=	10,048,821
(Real Esta	ate)	Line $\overline{1(b)}$	-3(b) - 5(b) + 6(b) + 7(b)		(Total)
			2b is negative, enter zero		
Assessed value of newly ad	lded territory obt	ained from the c	ounty clerk or county asse	essoi	
(a)	0 +	(b)	Personal Property)	=	0
(Real Esta	ate)	(1	Personal Property)		(Total)
Adjusted current year asso	essed valuation (L	ine 1 total - Lin	e 2 total - Line 3 total)		375,601,820
(2019) Prior year assesse	d valuation Includ	le prior year stat	e and locally assessed value	uation obtained fi	rom the county clerk
county assessor, or compara	ble office finalized	by the local bo	ard of equalization. NOTI	E: If this is differe	ent than the amount on the prior year Form A
Line 1, then revise the prior					
					374,624,196
(Real Esta	ate)	(]	55,175,555 Personal Property)		(Total)
Assessed value of newly se	parated territory	obtained from t	he county clerk or county	assessoi	,
(a)	0 +	(b)	0	=	0
(Real Esta	ate)	(]	Personal Property)		(Total)
Assessed value of property	locally assessed i	n prior vear, b	ut state assessed in curre	ent vear obtained	I from the county clerk
or county assessor	•			·	,
(a)	0 +	(b)	0	=	0
(Real Esta	ate)	<u> </u>	Personal Property)		(Total)
Adjusted prior year assess	ed valuation (Lin	5 total Line 6	total Line 7 total)		374,624,196

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

For Political Subdivision Use

justifying its action prior to setting and certifying its tax rate. The information in the informational Data, at the end	Sacar islan ese	
of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in	in Calculating its	
an even numbered year(s).	Tax Rate	
9. Percentage increase in adjusted valuation of existing property in the current year over the prior year's assessed valuation.	aluation	
(Line 4 - Line 8/Line 8 x 100)	0.2610%	
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	2.3000%	
11. Adjusted prior year assessed valuation (Line 8)	374,624,196	
12. (2019) Tax rate ceiling from prior year (Summary Page, Line A)	0.1139	
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12/100)	426,697	
14. Permitted reassessment revenue growth		
The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%		
A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%	0.2610%	
15. Additional revenue permitted (Line 13 x Line 14)	1,114	
16. Total revenue permitted in current year* from property that existed in both years (Line 13 + Line 15)	427,811	
17. Adjusted current year assessed valuation (Line 4)	375,601,820	
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073 RSMo		
(Line 16 / Line 17 x 100)		
Round a fraction to the nearest one/one hundredth of a cent.		
Enter this rate on the Summary Page, Line B	0.1139	

To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexeproperty), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.

INFORMAL TAX RATE CALCULATOR FILE

City of Raymore

Form C

Printed on:	August 10, 2020
	City Council Meeting
	Page 41 (2f ₀ 1,56)

Debt Service

0.7170

Name of Political Subdivision	Political Subdivision Code	Purpose of Levy
Debt Service Calculation for General Obligat	ion Bonds Paid for with Property Taxes	
The tax rate for debt service will be considered outstanding, and the debt fund reserves do no	ed valid if, after making the payment(s) for which the tax v t exceed the following year's payments.	was levied, the bonds remain
Since the property taxes are levied and collec computed using calendar year data.	ted on a calendar year basis (January - December), it is rec	commended that this levy be
1. Total current year assessed valuation (Form A, Line 1 total)	obtained from the county clerk or county assessor\	385,650,641
,	requirements during the next calendar year	
	, use January - December year 2 payments to complete	
	and interest payments due on outstanding general	
obligation bond issues plus anticipated for	ees of any transfer agent or paying agent due during the	
next calendar year.		2,117,723
3. Estimated costs of collection and antic	ipated delinquencies (i.e. collector fees & commissions	& assessment fund withholdings
Experience in prior years is the best guid	e for estimating uncollectible taxes.	
It is usually 2% to 10% of Line 2 above.		211,772
4. Reasonable reserve up to one year's pa		
	use January - December year 3 payments to complete	
	e debt service fund have sufficient reserves to	
prevent any default on the bonds.		
	the next calendar year, accounted for on Line 2.	2,139,079
5. Total required for debt service (Line 2		4,468,574
6. Anticipated balance at end of current		
	ce at December 31st of this year (this will equal the	
	principal or interest due before December 31st plus	
	fore December 31st). Do not add the anticipated	
collections of this tax into this amount.		929,584
7. Property tax revenue required for deb		
	the debt service fund is only allowed to have the payment	ts
	2) and the reasonable reserve of the following year's	
1 3	n the fund is already available to meet these requirements	
so it is deducted from the total revenues	* * *	3,538,990
8. Computation of debt service tax rate (2 21
Round a fraction to the nearest one/one h		0.9177
0 Less voluntary reduction by political s	uhdivision	0.2007

09-019-0<u>014</u>

10. Actual rate to be levied for debt service purposes * (Line 8 - Line 9)

Enter this rate on Line AA of the Summary Page.

The tax rate levied may be lower than the rate computed as long as adequate funds are available to service the debt requirements.

NOTICE OF AGGREGATE ASSESSED VALUATION

(2nd REPORT AFTER B.O.E. 8-3-2020)

As required by Section 137.245.3, I, Jeff Fletcher, County Clerk of Cass County, State of Missouri, do hereby certify that the following is the Aggregate Assessed Valuation of the

CITY OF RAYMORE

a political subdivision in Cass County, for the year 2020 as shown on the assessment lists on JULY 20 2020. Included are state and local railroad and utility valuations as reported by the State Tax Commission and the Cass County Assessor for your political subdivision.

Real Estate, Residential -	\$	294,698,975
Real Estate, Agricultural -		367,760
Real Estate, Commercial -		24,475,485
Real Estate, Local Utilities -		6,331
Real Estate, State Utilities -	12	7,914,145
TOTAL REAL ESTATE -	\$	327,462,696
Personal Property -	\$	57,211,105
Personal Property, Local Utilities -		6,595
Personal Property, State Utilities -	-	970,245
TOTAL PERSONAL Property -	\$	58,187,945
TOTAL ASSESSED VALUE -	\$	385,650,641

This information is transmitted to assist you in complying with Section 67.110, RSMo, which requires that notice be given and public hearings held before tax rates are set. The above figures include state and locally assessed railroad and utility valuations that have been prepared by the County Clerk's Office.

New Construction and Improvements

The following data has been provided by the County Assessor's Office:

Related to Real Estate -	\$	7,036,431
Increase in Personal Property-	-	3,012,390
TOTAL -	S	10.048,821

In witness whereof, I have hereunto set my hand and affixed the seal of the County Commission of Cass County at my office in Harrisonville this 3rd day of August, 2020



Jeff Fletcher Cass County Clerk



CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

AGENDATIENT	INTORMATION FORM	
DATE: Aug. 10, 2020		
SUBMITTED BY: Mike Krass	DEPARTMENT: Public Works	
	☐ Presentation ☐ Public Hearing	
☐ Agreement ☐ Discussion	☐ Other	
TITLE / IS	SSUE / REQUEST	
Bill 3560 - Establishing stop sign		
STRATEGIC P	LAN GOAL/STRATEGY	
2.2.2 Create and maintain a well-conne	ected transportation network	
FINAN	CIAL IMPACT	
Award To:		
Amount of Request/Contract:		
Amount Budgeted:		
Funding Source/Account#:		
PROJECT TIMELINE		
Estimated Start Date	Estimated End Date	
September 2020	September 2020	
STAFF RECOMMENDATION		
Approval		
OTHER BOARDS & COMMISSIONS ASSIGNED		
Name of Board or Commission:		
Date:		
Action/Vote:		
LIST OF REFERENCE DOCUMENTS ATTACHED		
Stop Sign Policy		
REVI	EWED BY:	
Jim I	Feuerborn	

BACKGROUND / JUSTIFICATION

163rd Street and Foxridge Drive are identified as collector streets on the City's Transportation Plan. The City's Stop Sign Policy calls for an all-way stop sign to be placed at the intersection of collector streets.			
At this time staff is recommending a stop sign to be installed on Northbound and Southbound Foxridge Drive at 163rd Street.			

BILL 3560 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING A STOP SIGN WITHIN THE CITY LIMITS OF RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, the development within the City limits of Raymore, Missouri, has increased congestion and traffic within the City limits; and

WHEREAS, the City Staff have evaluated the intersection of 163rd Street and Foxridge Drive within the City limits of Raymore, Missouri; and

WHEREAS, the City Council of the City of Raymore finds and declares a stop sign shall be established and the provisions hereinafter contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raymore in their use of public right-of-ways.

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

<u>Section 1</u>. The following stop sign shall be established:

Northbound and Southbound Foxridge Drive at 163rd Street

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

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

DULY READ THE FIRST TIME THIS 10TH DAY OF AUGUST, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF AUGUST, 2020, 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	

Bill 3560 2

City of Raymore Policy Regarding the

Installation of "Stop" Signs

Governing Document Reference:

Manual on Uniform Traffic Control Devices for Streets and Highways, (MUTCD), 2000 or latest edition.

"Stop" (R1-1) signs are, by the <u>Manual on Uniform Traffic Control Devices</u>, (MUTCD), are intended for use where traffic is required to stop.

According to the MUTCD, the sign should be posted at the point where the vehicle is to stop or as near thereto as possible, and may be supplemented with a stop line on the pavement. Where there is a marked crosswalk, the sign should be erected approximately 4 feet in advance of the crosswalk line nearest to approaching traffic.

City of Raymore Policy for Installation:

Two-Way Stop Control:

A field investigation is required to determine if a "Stop" sign is to be installed at intersections except as noted in the following criteria. The reviewer should observe the horizontal sight distance triangle to determine if adequate sight distance is available according to the adjusted speed distances as indicated for Case I (No Control, but Allowing Vehicles to Adjust Speed) in the AASHTO publication <u>A Policy on Geometric Design of Highways and Streets</u>, latest edition.

Multi-Way Stop Control:

Multi-way "Stop" signs should only be installed if the intersection meets the warrants for a multi-way "Stop" as outlined in the Manual on Uniform Traffic Control Devices, (MUTCD). 24-hour traffic volumes should be collected in order to perform a full warrant analysis. If it is suspected that traffic volumes are minimal from the side street, peak hour turning movement volumes only may be collected as a preliminary analysis. Traffic accident information should also be reviewed for a continuous 12-month period to determine if the accident warrant is met. If the 24-hour or peak hour volumes or accident numbers do not meet the minimum levels as outlined in the warrants for "Stop" signs according to the MUTCD, the multi-way "Stop" sign control will not be installed.

Additional Installation Criteria:

"Stop" signs will automatically be installed under the following conditions:

- On residential streets or collector streets at intersections with collectors, arterials or other major thoroughfares.
- On residential streets at intersections with collector streets. This also includes cul-de-sac streets with street throats of any length except that "eye-brow" type cul-de-sacs will not require stop signs.
- On private streets, commercial drive entrances or "eye-brow" cul-de-sacs that form the fourth leg of the intersection directly across from a residential or collector street that has "stop" sign control or is scheduled to have "stop" sign control.
- On the two minor approaches of residential streets at all four-way residential residential street intersections in order to assign right-of-way.
- At residential residential street "T" intersections when the intersection sight distance triangle provides less than 45' of sight distance.

"Stop" signs <u>may</u> be installed for the following situations upon completion of a traffic study or evaluation of a request:

- On private streets or commercial drives with long approaches that give the appearance of a public street.
- If an existing "stop controlled" private street or commercial drive is across from a new "uncontrolled" private street or commercial drive, a "Stop" sign will be installed on the new private street or commercial drive.

"Stop" signs will not be installed:

- When not warranted.
- If not meeting any of the above criteria.
- On private streets or commercial drive entrances unless they meet one of the criteria as listed above.

Size of Stop Signs:

The standard size of the (R1-1) sign will be 30". A 36" sign may be used when converting a two-way stop sign controlled intersection to a 4-way stop control intersection or if the intersection has a history of accidents.

Signing Standards:

The "Stop" (R1-1) sign shall be an octagon with a white legend and white border, on a reflectorized red background.



CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

DATE: Aug. 10, 2020		
SUBMITTED BY: Mike Krass	DEPARTMENT: Public Works	
	☐ Presentation ☐ Public Hearing	
□ Agreement □ Discussion	☐ Other	
TITLE / ISSUE / REQUEST		
Bill 3561 - Willowind Gravity Sewer		
STRATEGIC PLA	N GOAL/STRATEGY	
2.2.3 Value and protect natural resources	and green spaces.	
FINANCIA	AL IMPACT	
Award To: Breit Const	truction LLC	
Amount of Request/Contract: \$159,779		
Amount Budgeted: \$375,000		
Funding Source/Account#: Sewer Con	nection Fund (54)	
PROJECT TIMELINE		
Estimated Start Date	Estimated End Date	
October 2020	December 2020	
STAFF RECOMMENDATION		
Approval		
OTHER BOARDS & COMMISSIONS ASSIGNED		
Name of Board or Commission:		
Date:		
Action/Vote:		
LIST OF REFERENCE DOCUMENTS ATTACHED		
Contract		
REVIEWED BY:		

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project will extend a gravity sanitary sewer from the Lofts at Raymore Apartment Complex development to the Foxwood Springs Sanitary Sewer Lift Station, located north of 58 Highway and west of Peace Drive.

Bids were received on July 16, 2020:

Breit Construction LLC	\$159,779.00
Westland Construction Inc.	\$165,097.00
Pyramid Excavation & Construction	\$171,050.00
Blue Nile Contractors Inc.	\$187,414.72
Redford Construction Inc.	\$187,805.00
J&N Utilities Inc.	\$239,951.00
Leath & Sons Inc.	\$264,455.00

Breit Constuction LLC was determined to be the lowest and best bidder. Staff recommends awarding the project to Breit Construction LLC.

BILL 3561 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION LLC FOR THE WILLOWIND GRAVITY SEWER PROJECT, CITY PROJECT NUMBER 20-345-201, IN THE AMOUNT OF \$159,779.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Willowind Gravity Sewer Project was included in the FY2020 budget; and

WHEREAS, bids for this project were received on July 16, 2020; and

WHEREAS, Breit Construction Company LLC 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:

- <u>Section 1</u>. The City Manager is directed to enter into a contract in the amount of \$159,779 with Breit Construction LLC for the Willowind Gravity Sewer project, attached as Exhibit A.
- <u>Section 2</u>. The City Manager is authorized to approve change orders for this project within established budget constraints.
- <u>Section 3</u>. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.
- <u>Section 4</u>. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 10TH DAY OF AUGUST, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF AUGUST, 2020, 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	

Bill 3561 2



CITY OF RAYMORE CONTRACT FOR SERVICES

Willowind Gravity Sewer Project

This Contract for the Willowind Gravity Sewer Project, hereafter referred to as the **Contract** is made this <u>24th day of August</u>, <u>2020</u>, between <u>Breit Construction LLC</u>, an entity organized and existing under the laws of the State of <u>Missouri</u>, with its principal office located at <u>PO Box 551</u>, <u>Raymore</u>, <u>MO 64083</u>, 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 <u>August 24, 2020</u> 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 20-345-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the 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 <u>120</u> 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 \$159,779.00.

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 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 Cont	tract Amount	Charge Per
From More Than	To and Including	Calendar Day
(\$)	(\$)	(\$)
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 26) 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 an 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 the 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.

By: Jim Feuerborn, City Manager Attest: Jean Woerner, City Clerk (SEAL) BREIT CONSTRUCTION LLC By: Title: Attest:

THE CITY OF RAYMORE, MISSOURI

APPENDIX A SCOPE OF SERVICES AND SPECIAL PROVISIONS

Willowind Gravity Sewer Project

SCOPE OF SERVICES:

- Installation of 1063 feet of 8", SDR-26 PVC sewer line and 6 new manholes. This includes boring a distance of 140' underneath 58 Highway, placing a PVC casement pipe and pulling thru restrained, 8" PVC pipe
- Demolition/modification of the Foxwood Springs lift station wet well to function as a manhole on the new gravity line. This includes any bypass pumping required to maintain service to Foxwood Springs and the Willowind retail center.

SPECIAL PROVISIONS

1. SPECIFICATIONS WHICH APPLY

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2013 and all subsequent revisions.

2. PROJECT AWARD

Awards of this project will be based upon the sum of the bid schedules. The Contractor however, shall take special consideration of the "Information for Bidders" section of the project contract documents; in particular, Evaluation of Bids in submitting their unit prices.

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

3. PROJECT COMPLETION AND SCHEDULE

It is expected that the Notice of Award shall be issued August 2020.

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 **120** 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. <u>MEASUREMENT AND PAYMENT</u>

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 of the lowest bid option.
- **B. Construction and Survey Controls:** Construction and Survey Controls shall be considered a lump sum item for payment. The lump sum cost for this item shall include all equipment, labor, and materials required to develop and establish necessary control, detail dimensions, slope stakes and measurements required for proper layout and performance of the work. As-builts detailing alignment and elevation are required and are subsidiary to this line item.

- C. Clearing and Grubbing: Clearing and Grubbing shall be considered a lump sum item for payment. The lump sum cost for this item shall include all equipment, labor and materials required to remove and dispose of trees, brush, other vegetation, rock, and any other materials, natural or man-made that must be removed from the job site.
- D. SWPPP and Land Disturbance Permit: SWPPP and Land Disturbance Permit shall be considered a lump sum item for payment. The lump sum item shall cover all preparation, costs, paperwork and effort required to prepare a SWPPP and obtain a State Land Disturbance Permit. Any other permits required are subsidiary to this line item. There is no cost for any City-required permits.
- **E. Construction Entrance:** Construction Entrance shall be paid for at the unit bid price per each. The unit cost for this item shall include all labor, materials and equipment required to construct, maintain and remove an entrance as per detail.
- **F. Silt Fence:** Silt Fence shall be measured and paid for at the unit bid price per linear foot. The unit cost for this item shall include all material, necessary labor and equipment required to install, maintain or replace if damaged, and to remove at the end of the project..
- G. Rip-Rap: Rip-Rap shall be measured and paid for at the unit bid price per square yard. The unit cost for this item shall include all material, necessary labor and equipment required to place Rip-Rap as per plan and detail.
- H. 8" SDR 26 PVC Sewer Pipe: 8" SDR 26 PVC Sewer Pipe shall be measured from the center of the manholes and paid for at the unit bid price per linear foot. The unit cost for this item shall include all labor, equipment and materials to excavate, install as per City specs, backfill, test, removal of all construction debris, excess spoils and grading to original contours. Construction fencing of open excavations shall be subsidiary to this line item.
- I. **8" Restrained, SDR 26 PVC Sewer Pipe:** 8" Restrained, SDR 26 PVC Sewer Pipe shall be measured from the center of the manholes and paid for at the unit bid price per linear foot. The unit cost for this item shall include all labor, equipment and materials to install restrained sewer pipe in the bored casing pipe as per City detail underneath 58 HIghway between manholes A-6 and A-7. The restrained pipe shall be Eagle Lock or approved equal. Construction fencing of open excavations shall be subsidiary to this line item.
- **J. 16" C905 PVC Casing Pipe:** 16" C905 Casing Pipe shall be measured and paid for at the unit bid price per linear foot. The unit cost for this

item shall include all labor, equipment and materials to bore underneath 58 Highway from manholes A-6 to A-7 and place a PVC casing pipe. The casing pipe must be bored in at such an angle that the restrained pipe can be placed at the 2% alignment shown on the plans, +/-0.25%.

- K. Rock Excavation: Rock Excavation shall be paid for at the unit bid price per cubic yard. The unit cost for this item shall include all labor, equipment and materials to break, excavate and dispose of overburden defined as rock. The definition of rock is any material that cannot be removed without the use of a hydraulic hoe ram or explosives. The contractor shall notify the City's representative when he encounters material that he believes qualifies as rock. Upon agreement between the contractor and the City, the contractor shall document the quantity of rock removed; station to station, depth and width of material removed.
- L. Demo/Modification of the Wet Well: Demo/Modification of the Wet Well shall be considered a lump sum item for payment. The lump sum item shall cover costs associated with converting the existing wet well into a manhole connecting the existing gravity sewers to the new gravity line. This work includes labor, equipment and materials required to remove and dispose of all equipment and improvements not necessary for the use of the wet well as a gravity manhole. Sanitary service must be maintained for Foxwood Springs and the Willowind retail center during construction. Bypass pumping and demolition of the concrete vault are subsidiary to this line item. A Reliner inside drop shall be installed on Lateral #3.
- M. Connection to the Existing Manhole (MH A-1): Connection to Existing Manhole shall be considered a lump sum for payment. The lump sum item shall cover all costs associated with connecting the new gravity sewer to MH A-1 using a Reliner Inside Drop. The connection shall be made with an A-lok. Vacuum testing of this manhole will not be required.
- N. Four Foot Diameter Manhole: Four Foot Diameter Manhole shall be measured and paid for at the unit cost per each. The unit cost for this item shall include all equipment, labor and materials inclusive of the precast manhole base with pipe gaskets at the manhole wall, cone section as indicated, adjustment rings, casting and lid, required to install new manholes at the location and elevation indicated on the plans.
- O. Five Foot Diameter Manhole: Five Foot Diameter Manhole shall be measured and paid for at the unit cost per each. The unit cost for this item shall include all equipment, labor and materials inclusive of the precast manhole base with pipe gaskets at the manhole wall, Reliner

inside drop, cone section as indicated, adjustment rings, casting and lid, required to install new manholes at the location and elevation indicated on the plans.

- P. Concrete Encasement: Concrete Encasement shall be measured and paid for at the unit price per linear foot. The cost for this item shall include all material, necessary labor and equipment required to construct at the location indicated on the plans and as per detail.
- Q. **Restoration:** Restoration shall be considered a lump sum item for payment. The lump sum cost for this item shall include all labor, necessary equipment and materials to restore all areas disturbed by construction activities to pre-construction contours and a vegetated condition (APWA Section 2400, Mix 2, seeding at two times the prescribed rate). Fences are considered subsidiary to this line item.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI RFP # 20-345-201

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 August, 2020.

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 26 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 decisions 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 warrantees 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 (<u>Public Projects under \$75,000 are excluded</u>)
The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 26). 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 the 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:
 - 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.

PROPOSAL FORM A RFP 20-345-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

of (Co hereby will be	norized agent) mpany name) acknowledge that (Con bound by all terms, cos rom the date of submission	npany name)	OF this proposal for a po	LLC do
FIRM N	NAME: Breit C	onstruction L	.LC	
ADDRE	ess: Po Bo			
ADDRE	ess: Raymore	Street MO	64083	
PHONE	City (913) 485-9	State 3008	Zip -	
E-MAII	: andy. breit@	britanstruction	mlle.com	
DATE;	7/16/2020 (Month-Day-Year)	Signa	ature of Officer/Title	eral Manager
DATE:	(Month-Day-Year)	Signa	ature of Officer/Title	
Indicat Check	te Minority Ownership Sta One:	atus of Bidder (for s	statistical purposes only):
<u></u>	MBE (Minority Owned En WBE (Women Owned En Small Business			

PROPOSAL FORM B

RFP 20-345-201

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

circu	mstances,
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 _x
4.	Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes No $\cancel{\times}$
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 $\underline{\hspace{1cm}}$ No $\underline{\hspace{1cm}}$
7.	Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes No _K_
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
20-34: Willow	5-201 vind Gravity Sewer Project

Page 33 of 41

Legal Matters

1,	Claims, Judgm	ents, La	wsuits: Ar	e th	nere or I	nave	there	beer	n any	/ clai	ms,
	judgments, lav	vsuits or	alternative	e di	spute pr	ocee	dings i	nvol	ving	the F	irm
	that involve p	otential	damages	of	\$10,000	0 or	more	in	the	past	48

Vac	V No	If yes, provide details in an attachment
Yes	V 100	ii 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 attachn		Yes	_X_No	If	yes, pro	ovide details ii	n an attachme	nt
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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.

- The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
- The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
- 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.
- 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.
- 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.

 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 20-345-201

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

COMPANY NAME

- Contact Person/Email
- · Telephone Number
- · Project Name, Amount and Date completed

ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	
COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

20-345-201 Willowind Gravity Sewer Project Page 36 of 41

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	
COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	
COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	
State the number of Years in	Business: 37
State the current number of	personnel on staff: 13

20-345-201 Willowind Gravity Sewer Project Page 37 of 41



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 PWSD #3

Contact: Anita Delaney

Mailing Address: 120 SE 30th 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 7th Plat

Amount: \$383,885

Date Completed: 5/10/2019 Scope: Install site utilities - water, storm sewer

Name: Cass County PWSD #10

Contact: Kal Turos

Mailing Address: 530 Peculiar Dr, Peculiar, MO 64078

Telephone: 816-779-5381 Email: kalman.turos@fairpoint.net Project Name: Prairie View of the Good Ranch Watermain Extension

Amount: \$214,280

Date Completed: In Progress Scope: Water main installation

Name: Good-Otis LLC Contact: Reeve Marksbury

Mailing Address: 1464 Techny Rd Northbrook, IL 60062

Telephone: 816-318-4100 Email: reeve@thegoodranch.com

Project Name: Meadowood 3rd Subdivision

Amount: \$1,611,247

Date Completed: 12/1/2018 Scope: Utilities, grading, curbs & asphalt - New subdivision

PROPOSAL FORM D RFP 20-345-201

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. 20-345-201 – Willowind Gravity Sewer 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. 20-345-201

Willowind Gravity Sewer Project

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance not to exceed 5%	LS	1	6,994	\$ 6,994
Construction and Survey Controls	LS	1	2,865	\$ 2,865
Clearing and Grubbing	LS	1	3,300	\$ 3,300
SWPPP & Land Disturbance Permit	LS	1	2,557	\$ 2,557
Construction Entrance	Each	1	1,416	\$ 1,416
Silt Fence	Lin Ft	500	1.75	\$ 875
Rip-rap	Sq Yds	100	45	\$ 4,500
8" SDR 26 PVC pipe	LF	925	31	\$ 28,675
8" Restrained, SDR 26 PVC pipe	LF	140	33	\$ 4,620
16" C-905 Casing Pipe	LF	140	258	\$ 36,120
Rock Excavation	Cu Yd.	1	115	\$ 115
Demolition/Modification of Lift Station/Bypass Pumping	LS	1	13,706	\$13,706
Coring and Inside Drop in MH A-1	LS	1	3,053	\$ 3,053
4' Dia Manholes	Each	5	6,828	\$ 34,140
5' Dia. Manhole with Inside Drop	Each	1	9,290	\$ 9,290
Concrete Encasement	LF	40	75.50	\$ 3,020
Restoration	LS	1	4,533	\$ 4,533
TOTAL BASE BID				159.77

Total Base Bid for Project Number: 20-345-201

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

(\$ One hundred fifty hime thousand swen hundred seventy-mine dollar.

In blank above write out the sum of the bid.

BID PROPOSAL FORM E - RFP 20-345-201 CONTINUED

Company Name BREIT CONSTRUCTION L	LC
Authorized Person's Signature Altrum Breit - General Manager Print or type name and title of signer	ADDENDA Bidder acknowledges receipt of the following addendum: Addendum No. 1 Addendum No. 2
Company Address PO Box 551 RAYMORE, MO	Addendum No
64083	Addendum No
Phone (913) 485-8008	_ Addendum No
Fax (816) 322-1241	
Email andy bruta breit construction llc. com	
Date 7/16/2020	

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 Willowind Gravity Sewer Project #20-345-201

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

Addendum No. 1 - Clarification and questions.

- 1. The City has no data on the amount of sewage currently flowing into the wet well.
- 2. The City has no information on the subsurface conditions below 58 Highway. The bore should be considered unclassified.
- 3. The carrier pipe in the bore shall be either restrained SDR 26 or Restrained C900 PVC.
- 4. The casing detail is attached. External joint restraints are not required and the casing pipe is to be C905 PVC.
- 5. What is the restoration requirement? Seed and Straw? What is the restoration requirement on the North side of 58 Highway?

Response: Restoration is by seed and straw on both sides of 58. Seeding rate is specified in item Q of the Measurement and Payment section of the RFP.

6. How thick is the Rip Rap ? You guys have it listed as 100 SY.

Response: Rip rap should be at least one foot thick

7. What happens with the Manhole and pipe to the south of the vault? Is it removed?

Response: The manhole to the south of the vault should be buried below grade and the pipe plugged with grout or concrete.

8. Has the City filled out the paper work for the SWPPP and do you have the permit?

Response: The SWPPP and permit are the contractor's responsibility. See the fourth item on the bid tab and item D of the Measurement and Payment section of the RFP.

9. I checked with my supplier and there is no SDR 26 Restrained pipe, do you have an alternate pipe you are going to spec.

Response: There is SDR 26 restrained pipe available (Certa-Flo). However, as per this addendum, C900 restrained pipe is also acceptable.

Attendees at Pre-Bids:

Blue Nile Contractors Breit Construction Redford Construction Kissick Construction Westland Construction Leath and Sons Pyramid Excavation J & N Utilities, Inc Adex Construction J.A. Lillig Excavating

Kissick Construction Tasco LLC

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after July 13, 2020 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: 7/16/2020 Phone: (913) 485-8008
Signature of Bidder: 110

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 Willowind Gravity Sewer Project #20-345-201

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

Addendum No. 2 - Clarification

- 1. The casing pipe can be placed underneath 58 Highway by either horizontal directional drilling or horizontally bored.
- 2. The casing pipe can be either restrained, C905 PVC or a steel casing. Steel thickness shall be a minimum of .188 inches.
- 3. The casing pipe line item should be bid as if rock will NOT be encountered between MH A-6 and MH A-7. If rock is encountered and it requires a change in equipment, method or causes a delay/lengthens the process, the City will negotiate a monetary change order with the contractor.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after July 13, 2020 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 64085

Date: 1/16/2020 Phone: (913) 485-8008

ADDENDUM MUST BE SUBMITTED WITH BID

Signature of Bidder:





per disease ENAM

Company ID Number: 175581

mom	ation Required for the E-Verify Program
formation relating to your C	Company:
Company Name:	Breit Construction LLC
Company Facility Address:	310 S Lincoln
	Raymore, MO 64083
Company Alternate	
Address:	PO Box 551
	Raymore, MO 64083
County or Parish:	CASS
Employer Identification Number:	431330881
Employer Identification Number: North American Industry Classification Systems Code:	431330881
Number: North American Industry Classification Systems Code:	431330881
Number: North American Industry Classification Systems Code:	237
Number: North American Industry Classification Systems Code:	237 Breit Construction LLC

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI

1 site(s)

August 10, 2020 City Council Meeting Page 90 of 156





Company ID Number: 175581

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

Employer Breit Construction LLC	
William Breit Name (Please Type or Print)	Title
Electronically Signed	01/05/2009
Signature	Date
Department of Homeland Security - Verification Division	1
USCIS Verification Division	TAL.
Name (Please Type or Print)	Title
Electronically Signed	01/05/2009
Signature	Date



CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

ngenemin.					
DATE: Aug. 10, 2020					
SUBMITTED BY: Mike Krass	DEPARTMENT: Public Works				
	tion				
□ Agreement □ Discuss	sion				
TITLE	E / ISSUE / REQUEST				
Bill 3562 - 2020 Stormwater Improv	ements				
STRATEGI	C PLAN GOAL/STRATEGY				
2.3.3 Strengthen development and	maintenance of streets, trails and pedestrian pathwa				
FIN	NANCIAL IMPACT				
Award To: J Ri	chardson Construction				
Amount of Request/Contract: \$67	,464.20				
Amount Budgeted: \$70,	,000				
Funding Source/Account#: Stor	mwater Sales Tax Fund (46)				
PR	OJECT TIMELINE				
Estimated Start Date	Estimated End Date				
October 2020	November 2020				
STAFF RECOMMENDATION					
	Approval				
OTHER BOARDS	S & COMMISSIONS ASSIGNED				
Name of Board or Commission:					
Date:					
Action/Vote:					
LIST OF REFERENCE DOCUMENTS ATTACHED					
Contract					
Stormwater Improvements Map					
LR	EVIEWED BY:				
	lim Feuerborn				
ı	1111 1 UUU1UUII				

BACKGROUND / JUSTIFICATION

This project will address a numbei	of flooding issues	at the locations	shown on t	he
attached map.				

Bids were received on July 23, 2020:

J Richardson Construction	\$67,464.20
Breit Construction LLC	\$89,889.00
Westland Construction Inc.	\$93,149.00
J&N Utilities Inc.	\$132,762.00

J Richardson Construction was determined to be the lowest and best bidder. Staff recommends awarding the project to J Richardson Construction.

BILL 3562 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH J RICHARDSON CONSTRUCTION FOR THE 2020 STORMWATER IMPROVEMENTS PROJECT, CITY PROJECT NUMBER 20-350-201, IN THE AMOUNT OF \$67,464.20 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the 2020 Stormwater Improvements Project was included in the FY2020 capital budget; and

WHEREAS, bids for this project were received on July 23, 2020; and

WHEREAS, J Richardson Construction 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:

- <u>Section 1</u>. The City Manager is directed to enter into a contract in the amount of \$67,464.20 with J Richardson Construction for the 2020 Stormwater Improvements project, attached as Exhibit A.
- <u>Section 2</u>. The City Manager is authorized to approve change orders for this project within established budget constraints.
- <u>Section 3</u>. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.
- <u>Section 4</u>. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 10TH DAY OF AUGUST, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF AUGUST, 2020, 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

Bill 3562 2



CITY OF RAYMORE CONTRACT FOR SERVICES

2020 Stormwater Improvements

This Contract for 2020 Stormwater Improvements, hereafter referred to as the **Contract** is made this <u>24th day of August, 2020</u>, between <u>J Richardson Construction</u>, an entity organized and existing under the laws of the State of <u>Kansas</u>, with its principal office located at <u>5450 W 207th Street</u>, <u>Bucyrus</u>, <u>KS 66013</u>, 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 <u>August 24, 2020</u> 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 20-350-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of <u>\$67,464.20</u>.

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	
From More Than	To and Including	Calendar Day	
(\$)	(\$)	(\$)	
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 26) if the 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 an 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 the 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.

Ву:		
	Jim Feuerborn, City Manager	
Attest:	Jean Woerner, City Clerk	
(SEAL)		
J RICHARDSON CONSTRUCTION		
Ву:		
Title:		
Δttest:		

THE CITY OF RAYMORE, MISSOURI

APPENDIX A SCOPE OF SERVICES AND SPECIAL PROVISIONS

2020 Stormwater Improvements

SCOPE OF SERVICES:

The FY20 Stormwater Improvements Project consists of stormwater improvements at 5 sites, primarily consisting of culvert pipe placement, curb inlet installation and culvert ditch grading

1. 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, latest edition. 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 take precedence for construction. All equipment and material not covered by APWA, the City's Technical Specifications or MODOT's Standard Specifications for Highway Construction Manual are included following this sheet. Where the standards are in conflict, the more stringent criteria shall apply.

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

Contractor shall complete work within <u>60</u> calendar days of issuance 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. <u>SPECIAL CONDITIONS</u>

- **A. Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.
- **B. Curb Replacement:** Curb Replacement will be paid for at the unit bid price per linear foot. The unit bid price for this item shall cover all equipment, labor and materials required to remove, dispose of and replace existing curb with new KCMMB 4K curb matching the existing.
- C. **Sawcut Pavement:** Sawcutting will be paid for at the unit bid price per linear foot. The unit bid price for this item shall cover all equipment, labor and materials.
- **D. Sidewalk:** Sidewalk will be paid for at the unit bid per square foot. The unit bid price for this item shall cover all equipment, labor and materials to remove and dispose of the existing sidewalk and construct a new sidewalk at the location indicated on the plans. Sidewalk will be KCMMB 4K concrete.
- E. 10' X 5' Curb Inlet: 10 X 5' Curb Inlet shall be paid for at the unit bid price per each. The unit bid price shall include all labor, materials and equipment to remove and dispose of the existing inlet $(5' \times 5')$ and to replace with a new inlet.
- **F. Removal of Existing Pavement:** Removal of Existing Pavement will be subsidiary to 15" HDPE. The unit bid price for this item

- shall cover all equipment, labor and materials required to remove and dispose of the existing pavement and subgrade.
- **G. HDPE:** HDPE shall be paid for at the unit bid price per linear foot. The unit bid price shall include all labor, materials and equipment to remove and dispose of the existing pipe, and to replace it with HDPE.
- H. 2" Surface Asphalt: Asphalt will be paid for at the unit bid price per square yard. The unit bid price shall cover all equipment, labor and materials required to place 2" APWA Type 3 virgin asphalt.
- I. **Flowable Fill:** Flowable Fill will be paid by the cubic yard. The unit bid price shall cover all equipment, labor and materials required to place flowable fill in specified locations (under asphalt pavement to **-2.0** inches).
- J. Seed/Erosion Control Mat: Shall be paid for at the unit bid price per square yard. The unit bid price shall include all labor, materials ,rock, filter fabric and equipment required to install ECM per APWA standard specifications and as per plan.
- **K. Grading:** Grading shall be paid at the unit price per square yard. Ditch grading is expected to be less than one foot in depth and left in a graded condition for placement of erosion control mat.
- L. Removal of Existing Wingwalls: Shall be paid for as Each. The unit bid price shall include all labor, materials and equipment to sawcut, remove and dispose of existing 6" H X 8'L concrete wingwalls.
- M. Precast Concrete Wingwalls: Shall be paid for as Each. The unit bid price shall include all labor, materials and equipment to install 6'-0" Rise X 8'-0" Long Forterra precast concrete wingwalls. Approximate Weight= 3.0 tons each.
- N. **Precast Concrete Wingwall Footings**: Shall be paid for as Each. The unit bid price shall include all labor, materials and equipment to install 2'-6"W x 1'-0"T x 8'-0"L **Forterra** precast concrete wingwall footings. Approximate Weight= 1.5 tons each.
- O. **Traffic Control:** Traffic Control shall be paid for as a lump sum item at the unit bid price. The unit bid price shall include all labor, materials and equipment control traffic as per the plan submitted by the contractor and approved by the City.

7. PROTECTION OF PUBLIC & PRIVATE PROPERTY

Missouri One Call: Before starting work, the Contractor shall notify all
utilities involved, and shall request them for cooperation in locating
lines in advance of the work. The Contractor shall make reasonable
effort to avoid breaking utility lines. The utility shall be notified
immediately should a break occur in a line during construction under
this contract. Any lines so broken by the contractor shall be repaired

according to the utility company's standards at the expense of the Contractor.

- Pavement Protection: Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced.
- Damages: The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to the construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

8. <u>MEASUREMENT AND PAYMENT</u>

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.

9. ADDITIONAL INFORMATION

9.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI RFP # 20-350-201

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 August, 2020.

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 26 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 warrantees 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

- P. 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.
- Q. Prevailing Wage Requirement (<u>Public Projects under \$75,000 are excluded</u>)
 The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 26). 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).

R. *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 the 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.

S. 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%

T. 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 an 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.

- 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:
 - 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,
 - 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.

PROPOSAL FORM A RFP 20-350-201

PROPOSAL VALIDITY AND	COMMITMENT TO	SIGN AGREEMENTS
-----------------------	---------------	-----------------

will be bound	name) 5. Ricowledge that (Compan	hardson Constant y name) <u>J. Rich</u> nd conditions of this p	proposal for a period of 90
FIRM NAME:		son Construct	
ADDRESS: _	5450 w	207th 5t	
ADDRESS: _	Bucyrus	Street KS	66013 Zip
PHONE:	city 913- 957- 0	State 067	Zip
E-MAIL:	jer ichardson 25	e aol. com	
DATE: (Moi	7/22/20 nth-Day-Year)	Signature of	Officer/Title
DATE:(Mor	nth-Day-Year)	Signature of	Officer/Title
Indicate Mino Check One:	rity Ownership Status	of Bidder (for statistica	al purposes only):
WBE (Minority Owned Enterp Women Owned Enterp Business		

PROPOSAL FORM B

RFP 20-350-201

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
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 $\underline{\chi}$
4.	Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes $\underline{\hspace{1cm}}$ No $\underline{\hspace{1cm}}$
5.	Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes No \nearrow
6.	Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes $\underline{\hspace{1cm}}$ No $\underline{\hspace{1cm}}$
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
2020	No. of the state o

Legal Matters

 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 the same.

- 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.
- 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.
- 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.
- 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.

 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 20-350-201

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	63B CONSTRUCTION
ADDRESS	Louisburg KANSAS
CONTACT PERSON	JD Miller
CONTACT EMAIL	sambasiva gaher, com
TELEPHONE NUMBER	913 406 9799
PROJECT, AMOUNT AND DATE COMPLETED	Charlote 65000 4/20

COMPANY NAME	Phoenix Construction
ADDRESS	Olatha Kans
CONTACT PERSON	Charles Var Metan
CONTACT EMAIL	chartes phoenix constequation com
TELEPHONE NUMBER	913 390 1780
PROJECT, AMOUNT AND DATE COMPLETED	0/2th 1/59/80,000 7/20

COMPANY NAME	Odow-A J Sons
ADDRESS	Overland Park Ko
CONTACT PERSON	Weil Shecklett
CONTACT EMAIL	Necloods DNE 1 - SONS & COM
TELEPHONE NUMBER	913 681 2155
PROJECT, AMOUNT AND DATE COMPLETED	6(Athe £5 6220686 al
COMPANY NAME	sdontella Sons
ADDRESS	oscaled Phone
CONTACT PERSON	Same 15 About
CONTACT EMAIL	11 1 1
TELEPHONE NUMBER	913,6862155
PROJECT, AMOUNT AND DATE COMPLETED	Parin Village 125006 3/2
COMPANY NAME	Phoesix Covereda
ADDRESS	slathe 125
CONTACT PERSON	Chapter UpoMatan
CONTACT EMAIL	chiles, phoenxionenteryphooicon
	913 390 1760
TELEPHONE NUMBER	

PROPOSAL FORM D

RFP 20-350-201

Proposal of	7.	Richardson	Construction	, organized and
existing under the	ne laws	(Company Na of the State of		, doing business
as Individu		(*)		

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. 20-350-201 – 2020 Stormwater Improvements 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 - RFP 20-350-201 CONTINUED

Company Name O Pichados	
Authorized Person's Signature Time Richards Co	ADDENDA Bidder acknowledges receipt of the following addendum: Addendum No.
Print or type name and title of signer	Addendum No. 2
Company Address 5450 West 2073	Addendum No
Buey NUS K3 66013	Addendum No
	Addendum No
Phone 9/3 957 0667	_ Addendum No
Fax	
Email Jeachenness Dagalicon	
Date 1/2//9/1	

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

2020 Stormwater Improvements Project #20-350-201

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

Addendum No. 1 - Clarification.

- 1. The unit for 2" Surface Asphalt on Olive / Jefferson Culvert should be SY, not LF. Revised Bid Proposal Form E attached.
- **2.** The City would consider cast-in-place for the wing walls with engineered, stamped plans submitted for approval.
- **3.** Ridgewood Drive inlet replacement is only for the inlet top, throat, and sidewalk behind it. The inlet box stays in place. See attached photo for reference.

Pre-bid Attendees:

J&N UtilitiesWestland ConstructionTasco LLCRedford ConstructionJM Fahey ConstructionJim Richardson Construction

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by e-mail at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after July 20th, 2020 at 5 p.m.

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

Company Name:

S. Richardson Construction

By:

Title:

Address: 5450 w 207th St

City, State, Zip:

Bucyrus, K5 660/3

Date: 7/22/20 Phone: 9/3-957-0067

Signature of Bidder:

ADDENDUM MUST BE SUBMITTED WITH BID

REVISED BID PROPOSAL FORM E - Project No. 20-350-201

2020 Stormwater Improvements Project Base Bid

Crest Drive Inlet Replacement

Bid Item	Units	Estimated Quantities	Unit Price	Total Est. Price
Curb Inlet (10 x 5)	Each	1	\$ 13.050.00	\$ 13,050.00
CG-2 Curb	LF	40	\$ 48.90	\$ 1956.00
42" (HDPE)	LF	16	\$ 88.40	\$ 1414.00
Tie into Existing J. Box	Each	1	\$ 500	\$ 500,00
Sawcut	LF	20	\$ 1500	\$ 300.00
Sidewalk	SF	200	\$ 775	\$ 1550.00
2" Type 2 Asphalt	SY	12	\$ 7965	\$ 955.80
Restoration (Seed)	SY	20	\$ 500	\$ 100.00
SUB TOTAL				\$ 19,826.20

Olive/Jefferson Culvert

Bid Item	Units	Estimated Quantities	Unit Price	Total Est. Price
15" HPDE	LF	36	\$ 70.25	\$ 2529.00
15" HDPE FES	EA	2	\$ 575.00	\$ 1.150.00
Flowable Fill	CY	10	\$ 125.00	\$ 1,250.00
Grading	SY	50	\$ 10.00	\$ 500.00
2" Surface Asphalt	SY	10	\$ 79.65	\$ 796.50
Seed/Erosion Control Mat	SY	20	\$ 500	\$ 100.00
SUB TOTAL				\$ 6325.50

Aspen Drive Culvert

Bid Item	Units	Estimated Quantities	Unit Price	Total Est. Price
15" HPDE	LF	25	\$ 36.50	\$ 912.52
15" HDPE FES	EA	2	\$ 57500	
Grading	SY	200	\$ 1000	\$ 2,000,00
Seed/Erosion Control Mat	SY	200	\$ 3.50	\$ 700,00
¾" Gravel	Ton	2	\$ 100.00	\$ 200.00
SUB TOTAL				\$ 4962 50

Silvertop Lane Wing Walls

Bid Item	Units	Estimated Quantities	Unit Price	Total Est. Price
Remove Existing Wingwalls and Footings	EA	4	\$ 1,20000	\$ 4800 00
Install Precast Wingwall Footings	EA	4	\$ 1,400.00	\$ 5,600.00
Install Precast Wingwalls	EA	4	\$ 3,225,00	\$12,900,00
SUB TOTAL				\$ 23,300.00

Ridgewood Drive Inlet Replacement

Bid Item	Units	Estimated Quantities	Unit Price	Total Est. Price
8' x 3' Inlet Top w/ MH	EA	1	\$ 1750.00	\$ 1750.00
Sidewalk (4' Wide)	SF	160	\$ 765	\$ 1224.00
Curb (Throat)	LF	20	\$ 97.25	\$ 1954.00
Asphalt Patch	SF	60	\$ 8.85	\$ 531.00
SUB TOTAL				\$ 5 450.00

-5-13-1-1	+ 5, 150. 7
1. Crest Drive	Subtotal: \$19,826,20
2. Olive/Jefferson Culvert	Subtotal: \$ 6, 3 25, 50
3. Aspen Drive Culvert	Subtotal: \$4,9 62.59
4. Silvertop Wingwalls	Subtotal 23, 300.00
5. Ridgewood Drive Inlet	Subtotal: 45,450.00
6. Traffic Control for all Sites	Subtotal: 4 1500.00
7. Mobilization, Bonds and Insurance	Subtotal: 4 6, 100.00

TOTAL BASE BID: \$67, 464 20

Total Base Bid for Project Number: 20-350-201

\$ 67, 464 22 In blank above insert numbers for the sum of the bid.

Sixty-Four Dollars + Twenty Cents (\$ STXty-Seven Thousand Four Hundred

In blank above write out the sum of the bid.

REVISED BID PROPOSAL FORM E - RFP 20-350-201 CONTINUED

company Name J. Richardson Const	truction
Authorized Person's Signature Print or type name and title of signer Company Address 5450 w 207th St Bucyrus, KS 66013	ADDENDA Bidder acknowledges receipt of the following addendum: Addendum No Addendum No Addendum No Addendum No
Phone 913-957-0067	Addendum No
Fax N/A	
Email jerichardson 25 e aol. com Date 7/22/20	

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

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



ADDENDUM NO. 2

2020 Stormwater Improvements Project #20-350-201

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

Addendum No. 2 - Questions

1. On Crest Drive, is flowable fill required around the new box and new storm pipe?

Answer: No. Flowable fill is not required for Crest Drive

2. What are the City's testing requirements for this project? Is the City handling the testing? Contractor? If Contractor, what are the testing requirements considering the nature of the work.

Answer: The City will do all inspections. No concrete or asphalt testing is required.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after July 20th, 2020 at 5 p.m.

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

Company Name: 5. Richardson Construction

By: Conversion

Title: 5. Richardson Construction

Address: 5450 w 2075 37

City, State, Zip: Bucyrus, KS 66013

Date: 7/22/20 Phone: 913-957-0067

Signature of Bidder:

ADDENDUM MUST BE SUBMITTED WITH BID

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

BEFORE ME who, being	E, the ur duly sw	ndersigned orn, state:	authority pe s on his oath	rsonally a or affirma	ppeared tion as follows:		
Name/Cont	tractor:	2 im	n Richa	rdson			
Company:	7.	Richard	dson G	onstruc	tion		
Address: _	545	0 w.	2075	5+	Bucyrus,	KS	66013

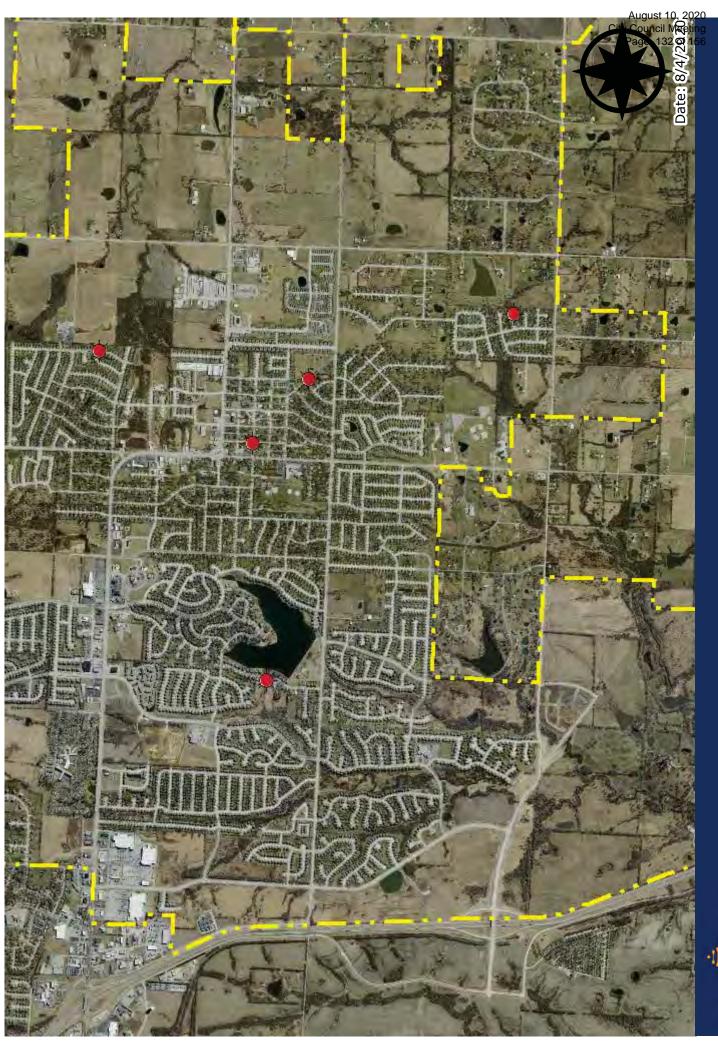
- I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 20-350-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

employees working in connection with th		ices.
J. Richardson Constr	ection	
Company Name		
Men		
Signature		
Name: Vin Kicharas	_	
Title: _ owner		
STATE OF	_ COUNTY OF	Miami
Subscribed and sworn to before me this	_ day of _Jul	·], 2020.
Notary Public: John & Miles		JOHN D MILES
My Commission Expires: 2(22/23	Commission #	JOHN D. MILLER NOTARY PUBLIC STATE OF KANSAS
		My Commission Expires 2/22/23

Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the

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

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





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



CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

	TIGET ID THE TIE	VI ORWINITION I ORWI
DATE: Aug. 10, 202	20	
SUBMITTED BY: Ji	m Cadoret	DEPARTMENT: Development Services
☐ Ordinance	⊠ Resolution	☐ Presentation ☐ Public Hearing
☐ Agreement	☐ Discussion	☐ Other
	TITLE / IS	SUE / REQUEST
Resolution 20-42: Sเ	upport for Grant Parl	k Villas MHDC application
	STRATEGIC PL	AN GOAL/STRATEGY
3.2.4: Provide quality	, diverse housing o	ptions that meet the needs of the community
	FINANC	CIAL IMPACT
Award To:		
Amount of Request/	Contract:	
Amount Budgeted:		
Funding Source/Acc	ount#:	
	PROJEC	CT TIMELINE
Estimated	Start Date	Estimated End Date
	STAFF RE	COMMENDATION
		Approval
07		COMMISSIONS ASSIGNED
Name of Board or		ACMINICOLOTIC ACCIONED
Date:		
Action/Vote:		
	OF REFERENCE	DOCUMENTS ATTACHED
Conceptual Plan		
	REVIE	WED BY:
	Jim Fe	euerborn

BACKGROUND / JUSTIFICATION

Jeff Beckler, representing Zimmerman Properties, is proposing to develop a 48-unit affordable senior housing rental development at the southeast corner of Adams Street and Grant Drive. The developer is proposing to utilize the Low Income Housing Tax Credit (LIHTC) program, which requires approval from the Missouri Housing Development Commission.

Grant Park Villas is a proposed two-story apartment building consisting of one- and two-bedroom units. Amenities include a community room on each level, fitness center, picnic area, computer center/library, and a courtyard area. There will be an on-site property manager and full-time maintenance staff. At least one tenant in each unit must be at least 55 years in age, with income restrictions based upon family size.

Local support for the development is an important criteria in gaining approval of the application by the Commission. Resolution 20-42 indicates City Council support for the application.

RESOLUTION 20-42

"A RESOLUTION IN SUPPORT OF THE APPLICATION TO THE MISSOURI HOUSING DEVELOPMENT COMMISSION FOR FINANCING THE GRANT PARK VILLAS IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, Zimmerman Properties has indicated an intent to pursue financing from the Missouri Housing Development Commission for the Grant Park Villas development proposed at the southeast corner of Adams Street and Grant Drive; and

WHEREAS, Zimmerman Properties has indicated its intent to construct a 48-unit affordable senior housing rental development that will serve residents 55 and older who are able to live in an independent environment and who, by the Department of Housing and Urban Development criteria, are considered low- or very low-income households; and

WHEREAS, Zimmerman Properties has requested the City of Raymore's support of this application for tax credits and for the project.

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

<u>Section 1.</u> The City Council, by the adoption of this Resolution, indicates its support for the Grant Park Villas development in Raymore and supports the application to the Missouri Housing Development Commission.

<u>Section 2.</u> This Resolution shall become effective on and after the date of passage and approval.

<u>Section 3.</u> Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 10TH DAY OF AUGUST, 2020, 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

Res 20-42 2

ACCESIGNT STATE AND STATE	SITE AREA	3.83	ACRES (14	UNIS PER ACRE)
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		PICNIC		







CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

A	JENDA HEMIM.	IOMMA	TION FORM	
DATE: Aug. 10, 2020				
SUBMITTED BY: Jim C	adoret	DEPA	RTMENT: Devel	opment Services
	Resolution		Presentation	☐ Public Hearing
☐ Agreement ☐	Discussion		Other	
	TITLE / ISS	SUE / RE	EQUEST	
Bill 3564: Dean Avenue I	Extension Right-	of-Way I	Final Plat	
	STRATEGIC PLA	N GOA	L/STRATEGY	
3.3. Cultivate a climate f	or prosperous gr	owth an	d development.	
	FINANCI	AL IMP	ACT	
Award To:				
Amount of Request/Con	tract:			
Amount Budgeted:				
Funding Source/Accoun	t#:			
	PROJEC	T TIME	LINE	
Estimated Star	t Date		Estimated	End Date
	STAFF REC	OMME	NDATION	
	A	pproval		
OTHE	R BOARDS & CO	OMMISS	SIONS ASSIGNE	
Name of Board or Com				
Date:		, 2020		
Action/Vote:	Appro	ved 7-0-	1	
LIST OF	REFERENCE D	OCUMI	ENTS ATTACHE	ED .
Staff Report Final Plat Drawing				
	REVIEV	VED BY	<u> </u>	
		uerborn		
1	OIIII I C	acidoili	I	

BACKGROUND / JUSTIFICATION

Grant Harrison, representing KCI Raymore Industrial Land LLC, filed a request for final plat approval for the Dean Avenue Extension, a plat of right-of-way needed for the extension of Dean Avenue south of North Cass Parkway.

BILL 3564 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE DEAN AVENUE EXTENSION ROW 1ST PLAT, LOCATED SOUTH OF NORTH CASS PARKWAY, RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, the Planning and Zoning Commission met and reviewed this request and submits a recommendation of approval on the application to the City Council of the City of Raymore, Missouri; and

WHEREAS, the City Council of the City of Raymore, Missouri, in accordance with the provisions of the Raymore Unified Development Code, has held a meeting to approve the dedication to the public use of any street or ground shown upon the plat; and

WHEREAS, the City Council of the City of Raymore, Missouri, finds and declares that the provisions contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raymore in their use of public rights-of-ways.

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

<u>Section 1</u>. The City Council makes its findings of fact as contained in the staff report and accepts the recommendation of the Planning and Zoning Commission.

<u>Section 2</u>. That the subdivision known as Dean Avenue Extension Right-of-Way First Plat is approved for the tract of land described below:

All that part of an unplatted tract of land, lying in the West Half of Section 29, Township 46 North, Range 32 West, and in the Southwest Quarter of Section 20, Township 46 North, Range 32 West, all in the City of Raymore, Cass County, Missouri, described by Timothy Blair Wiswell, Missouri PLS 2009000067 of Olsson LC-366, as follows:

COMMENCING at the Southeast corner of the Northwest Quarter of Section 29, Township 46 North, Range 32 West; thence North 87 degrees 01 minute 13 seconds West, on the South line of said Northwest Quarter, a distance of 774.27 feet to the POINT OF BEGINNING; thence South 21 degrees 06 minutes 02 seconds East, departing said South line, a distance of 495.34 feet to a point; thence North 76 degrees 23 minutes 11 seconds East a distance of 56.97 feet to a point; thence South 01 degree 39 minutes 37 seconds West a distance of 20.73 feet to a point; thence South 76 degrees 23 minutes 11 seconds West a distance of 48.88 feet to a point; thence South 21 degrees 06 minutes 02 seconds East a distance of 0.76 feet to a point; thence South 68 degrees 53 minutes 58 seconds West a distance of 110.00 feet to a point; thence North 21 degrees 06 minutes 02 seconds West a distance of 1665.77 feet to a point of curvature; thence in a Northerly direction, on a curve to the right, having a radius of 1960.00 feet, through a central angle of 41 degrees 30 minutes 54 seconds, an arc distance of 1420.16 feet to a point of tangency; thence North 20 degrees 24 minutes 52 seconds East a distance of 272.99 feet to a point on the North line of said Northwest Quarter; thence North 87 degrees 03 minutes 19 seconds West, on said North line, a distance of 78.76 feet to a point; thence North 25 degrees 24 minutes 52 seconds East, departing said North line, a distance of 94.77 feet to a point; thence South 64 degrees 35 minutes 08 seconds East a distance of 47.04 feet to a point; thence North 20 degrees 24 minutes 52 seconds East a distance of 440.12 feet to a point on the

South line of N. Cass Parkway right of way, as established in Book 3379, Page 125; thence South 28 degrees 00 minutes 57 seconds East, on said South line, a distance of 40.09 feet to a point; thence South 69 degrees 35 minutes 08 seconds East, continuing on said South line, a distance of 100.02 feet to a point; thence North 87 degrees 19 minutes 32 seconds East, continuing on said South line, a distance of 10.86 feet to a point; thence South 20 degrees 24 minutes 52 seconds West, departing said South line, a distance of 425.01 feet to a point; thence South 64 degrees 35 minutes 08 seconds East a distance of 90.34 feet to a point; thence South 25 degrees 24 minutes 52 seconds West a distance of 95.57 feet to a point; thence North 64 degrees 35 minutes 08 seconds West a distance of 95.57 feet to a point; thence South 20 degrees 24 minutes 52 seconds West a distance of 278.08 feet to a point of curvature; thence in a Southerly direction, on a curve to the left, having a radius of 1850.00 feet, through a central angle of 41 degrees 30 minutes 54 seconds, an arc distance of 1340.46 feet to a point of tangency; thence South 21 degrees 06 minutes 02 seconds East a distance of 1149.49 feet to the POINT OF BEGINNING, containing 442,894 Square Feet or 10.1675 Acres, more or less.

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

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

DULY READ THE FIRST TIME THIS 10TH DAY OF AUGUST, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF AUGUST, 2020, 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

Bill 3564 2



To: City Council

From: Planning and Zoning Commission

Date: August 10, 2020

Re: Case #20013 - Dean Avenue Extension ROW - Final Plat

GENERAL INFORMATION

Applicant/ Grant Harrison, KCI Raymore Industrial Land LLC

Property Owner: 4900 Main Street, Ste 400

Kansas City, MO 64112

Property Location: Dean Avenue extension, south of N Cass Parkway



Existing Zoning: "C-3" Regional Commercial, "PUD" Planned Unit

Development, "A" Agriculture District

Existing Surrounding Zoning: North: "C-3" Regional Commercial, "PUD" Planned

Unit Development

South: "A" Agriculture District **East:** "A" Agriculture District

West: "C-3" Regional Commercial, "PUD" Planned

Unit Development

Existing Surrounding Uses: North: Undeveloped with some Single Family to the

ΝE

South: Undeveloped East: Undeveloped West: Undeveloped

Total Tract Size: 10.1675 acres

Total Number of Lots: 5 Tracts and Right-of-Way

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this area as appropriate for high-density residential development and commercial development. The Growth management also identifies the right-of-way area as a future road.

Major Street Plan: The Major Thoroughfare Plan Map classifies S Dean Avenue and the extension of the road, as a Minor arterial road.

Advertisement: City Ordinance does not require advertisement for Final Plats.

Public Hearing: City Ordinance does not require a public hearing for Final Plats

PROPOSAL

<u>Outline of Requested Action:</u> The applicant seeks to obtain Final Plat approval for Dean Avenue Extensions Right-of-Way.

<u>City Ordinance Requirements</u>: 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 in order to final plat property, specifically, Section 470.130.

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

- 1. The land area just south of North Cass Parkway was rezoned to 'C-3' Regional Commercial District on March 23, 2014.
- 2. The North Cass Plaza Preliminary Plan, to be located on the south side of North Cass Parkway on both sides of Dean Avenue extended, was initially approved on

- March 14, 2014. The preliminary plan has subsequently expired.
- 3. The Venue of The Good Ranch, a 204-unit townhome development proposed for the northeast corner of North Cass Parkway and Dean Avenue, was approved on September 9, 2019.
- 4. The area to the west of the Dean Avenue extension was rezoned to PUD on December 23, 2019.
- 5. The preliminary plan for the Raymore Industrial Development, proposed by Van Trust Real Estate for 136 acres adjacent to the west side of the proposed Dean Avenue extension right-of-way, was approved on December 23, 2019.

ENGINEERING DIVISION COMMENTS

The Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat.

STAFF COMMENTS

- The extension of Dean Avenue south of North Cass Parkway is included as part of the City Transportation Master Plan. The Master Plan proposes Dean Avenue to extend south to 195th Street.
- 2. Construction plans submitted for the proposed extension of Dean Avenue include the construction of a temporary cul-de-sac at the southern end of the right-of-way. This cul-de-sac can be constructed within the eighty-foot (80') right-of-way.
- 3. Site work has commenced on the construction of the Dean Avenue Extension. With the approved preliminary plan, and with approved construction plans for the road, the City Code allows installation of public infrastructure (the road) prior to approval and recording of the final plat.
- 4. The City of Raymore is currently having a traffic study completed that will determine future traffic control measures that may be necessary for the entire Dean Avenue corridor, including the new 4-way intersection that will be created at Dean Avenue and North Cass Parkway.
- 5. Upon completion of the Dean Avenue extension, traffic will be stopped for northbound and southbound traffic on Dean Avenue at its intersection with North Cass Parkway. Eastbound and Westbound traffic on North Cass Parkway will not have a stop sign.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Section 470.130 of the Unified Development Code states that the Planning and Zoning Commission will recommend approval and the City Council will approve the final plat if it finds the final plat:

1. is substantially the same as the approved preliminary plat;

The final plat is substantially the same as the Preliminary Plan. Roadway alignments and configurations generally remain the same.

2. complies with all conditions, restrictions and requirements of this Code and of all other applicable ordinances and design standards of the City; and;

The proposed final plat does comply with all conditions, restrictions and requirements of the Unified Development Code and all other applicable ordinances and design standards for the City.

3. complies with any condition that may have been attached to the approval of the preliminary plat.

The proposed final plat complies with the conditions of the that were attached to the approval of the preliminary plat.

REVIEW OF INFORMATION AND SCHEDULE

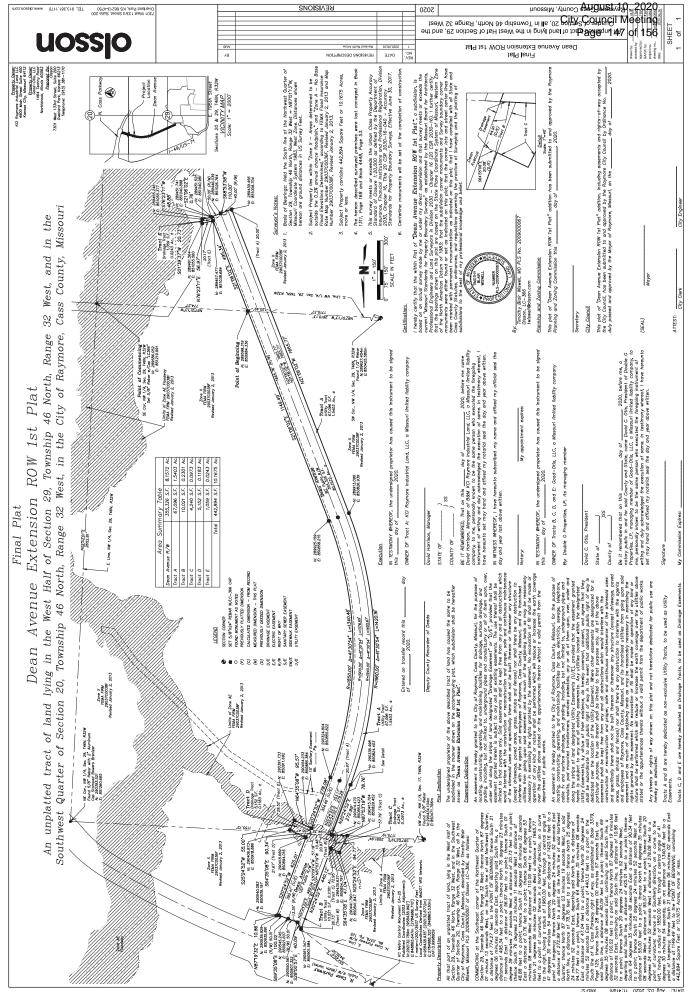
Action Planning Commission City Council 1st City Council 2nd August 4, 2020 August 10, 2020 August 24, 2020

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #20013 Dean avenue Extension Right-of-Way Final Plat to the City Council with a recommendation for approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its August 4, 2020 meeting, voted 7-0-1 to accept the staff proposed findings of fact and forward Case #20013 Dean avenue Extension Right-of-Way Final Plat to the City Council with a recommendation for approval.



BILL 3565 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, DECLARING THE RESULTS OF THE AUGUST 4, 2020, GENERAL OBLIGATION BOND ISSUE ELECTION QUESTIONS AND DECLARING THIS BILL AS AN EMERGENCY."

WHEREAS, a general municipal election was held on August 4, 2020; and

WHEREAS, it is necessary for the Council to declare the election results of the general obligation bond questions.

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

<u>Section 1.</u> It is hereby found and determined by a canvass of the votes by the City Council of the City of Raymore, Missouri, at the election held on August 4, 2020, in conformity with the Comprehensive Election Act of 1977; Revised Statutes of Missouri, the provisions of the Charter; and Ordinances of the City of Raymore as follows:

QUESTION 1

Shall the City of Raymore, Missouri, issue its obligation bonds in the amount of \$17,575,000 for the purpose of acquiring rights-of-way, and constructing, extending and improving streets and roads within or leading to the Citv includina, without limitation, redevelopment of the Interstate 49/Highway 58 interchange and widening of Interstate 49 to six lanes to North Cass Parkway, (b) reconstruction of Ward Road from Highway 58 to 163rd Street, (c) construction of and extending Sunset Lane from north of Highway 58 to 163rd Street, and (d) reconstruction of Kurzweil Road from Highway 58 to 155th Street.

TOTAL VOTES RECEIVED

YES 3,800 NO 1,011

The City Council does find the General Obligation Bond issue Question 1 for Raymore Streets was approved by the voters of the City of Raymore.

QUESTION 2

Shall the City of Raymore, Missouri, issue its obligation bonds in the amount of \$5,930,000 for the purpose of acquiring, constructing, improving, renovating and equipping the park and recreation system within the City including, without limitation, the (a) expansion of the Raymore Activity Center to include an additional basketball court, additional classrooms and a yoga/workout studio, (b) adding new amenities to the outdoor event space at the Centerview, and (c) adding new amenities to the Hawk Ridge Park Amphitheater?

TOTAL VOTES RECEIVED

YES	3,089
NO	1,719

The City Council does find the General Obligation Bond issue Question 2 for Raymore Parks was approved by the voters of the City of Raymore.

<u>Section 2.</u> It is further found, declared, and determined that notice of said election was duly given and published in the manner provided by law and that said election was held and conducted in all respects in conformity with the Constitution and laws of the State of Missouri governing elections and subject to the provisions for Charter Cities.

<u>Section 3.</u> <u>Severability.</u> 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.

<u>Section 4.</u> <u>Emergency Reading.</u> This Bill is declared and authorized as an emergency in order to expedite progress on the projects and will be read in its entirety.

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

Bill 3565 2

DULY READ THE FIRST TIME THIS 10TH DAY OF AUGUST, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF AUGUST, 2020, 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

Bill 3565 3

August 10, 2020

Election Summary Report PRIMARY ELECTION - AUGUST 4, 2020 CASS COUNTY, MISSOURI Election Results UNOFFICIAL RESULTS

City Council Meeting
Page 152 of Date: 8/4/2020
Time: 8:46:37 PM CDT

Page 6/6

Registered Voters 69,118 - Total Ballots 21,954 : 31.76%

41 of 41 Precincts Reporting	100.00%
------------------------------	---------

STATE TREASURER (GREEN PARTY)		
Number of Precincts Precincts Reporting	41 41	100.00%
Vote For 1 Total Votes	14	
JOSEPH CIVETTINI	14	100.00%

RAYMORE QUESTION 1		
Number of Precincts Precincts Reporting	7 7	100.00%
Total Votes	4,811	
YES	3,800 1,011	78.99% 21.01%

5	
5	100.00%
1	
1	100.00%

RAYMORE QUESTION 2		
Number of Precincts Precincts Reporting	7 7	100.00%
Total Votes	4,808	
YES NO	3,089 1,719	64.25% 35.75%

SECRETARY OF STATE (CONSTITUTION PARTY)		
Number of Precincts	41	
Precincts Reporting	41	100.00%
Vote For 1		
Total Votes	4	
PAUL VENABLE	4	100.00%

CONST. AMEND. 2		
Number of Precincts Precincts Reporting	41 41	100.00%
Total Votes	21,703	
YES	9,853	45.40%
NO	11,850	54.60%

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, JULY 20, 2020, AT 7:00 P.M., AT CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Report - Constable Sanitation

George Constable, owner of Constable Sanitation, reviewed the first year of solid waste, recycling and yard waste pickup services for Raymore. He answered general questions from Council. City Manager Jim Feuerborn noted that at the one year mark of the contract, the City enters into negotiations with Constable Sanitation for the next year's rates.

B. FY 2021 Water and Sewer Rates

Finance Director Elisa Williams presented the proposed water and sewer rates for FY 2021 and the analysis that led to those recommendations. The City Council will hold a public hearing at a regular meeting should the public wish to speak to the rates.

C. <u>Budget Amendment</u>

City Manager Jim Feuerborn outlined a proposed budget amendment for Council's consideration at their regular meeting on July 27. The amendment proposes removing an Administrative Assistant staff position and replacing it with a Benefits Specialist staff position in the Human Resources Department. He answered questions from Council.

D. <u>Van Trust Tenant Update</u>

The Internal Development Team, led by Economic Development Director David Gress, updated the Council on a major prospective tenant for the Van Trust property.

E. Council Compensation

Section 3.3 of the Raymore City Charter states that "On at least an annual basis, the compensation of Councilmembers shall be placed upon an agenda and discussed by the Council at a work session to determine the need for any alterations." Mayor Turnbow asked the Council if they wished to make any changes to the compensation plan for elected officials. Council declined to make changes.

F. Board and Commission Appointments

Mayor Turnbow presented recommendations for Board and Commission appointments to the Council.

G. Other

MOTION: By Councilmember Townsend, second by Councilmember Holman to enter into executive session to discuss personnel matters as authorized by § 610.021 (3).

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
-------	--------------------------	-----

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

The work session of the Raymore City Council adjourned to Executive Session at 7:51 p.m.