

AGENDA

Raymore City Council Special Meeting
City Hall – 100 Municipal Circle
Monday, December 21, 2020

7:00 p.m.

This City Council Regular Meeting will be conducted virtually with Councilmembers conferencing into City Hall.

In consideration of the continued rising numbers of COVID-19 cases in Cass County and the City of Raymore, the public is encouraged to participate from home. There is limited space available in Chambers should the public wish to attend.

The public can also view the meeting live by going to www.Raymore.com/Video.

The public can submit comments at any point during the meeting by emailing Mr. Mike Ekey at mekey@raymore.com and those comments will be read aloud at the Public Comments - Section 11 part of the agenda.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**
 - A. Public Works (pg 7)
 - B. Parks and Recreation (pg 9)
 - C. Monthly Financial Report (pg 13)
- 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, December 14, 2020 (pg 23)

9. Unfinished Business. Second Reading.

A. Raymore Galleria North Third Plat

Reference: - Agenda Item Information Sheet (pg 33)
- Bill 3592 (pg 35)
- Staff Report (pg 37)
- Final Plat (pg 42)

David Block, representing North Raymore 58 Equity Partners, LLC, is requesting final plat approval of the Raymore Galleria North Third Plat, a 2-lot commercial subdivision located north of 58 Highway, east of Westgate Drive.

- Planning and Zoning Commission, 12/01/2020: Approved 7-0
- City Council, 12/14/2020: Approved 8-0

B. Raymore Commerce Center First Plat

Reference: - Agenda Item Information Sheet (pg 43)
- Bill 3593 (pg 45)
- Staff Report (pg 47)
- Final Plat (pg 52)

Grant Harrison, representing VanTrust Real Estate, is requesting final plat approval of the Raymore Commerce Center First Plat, a 1-lot industrial subdivision located on the west side of Dean Avenue, south of North Cass Parkway.

- Planning and Zoning Commission, 12/01/2020: Approved 7-0
- City Council, 12/14/2020: Approved 8-0

C. Award of Contract - Rec Park Trail Replacement

Reference: - Agenda Item Information Sheet (pg 53)
- Bill 3594 (pg 55)
- Contract (pg 57)

Staff recommends awarding the contract to Spalding Constructors LLC for the Rec Park Trail Replacement Project.

- Parks and Recreation Board, 12/8/2020: Approved 7-0
- City Council, 12/14/2020: Approved 8-0

10. New Business. First Reading.

A. Calling for the April 6, 2021 Municipal Election

Reference: - Agenda Item Information Sheet (pg 99)
- Bill 3591 (pg 101)

The Raymore City Charter, Section 9.1, states that the regular Municipal Election shall be held on the first Tuesday after the first Monday in April, or such day as may be mandated by State law. This Bill calls for the next municipal election to be held on April 6, 2021. Positions for City Council seats from each Ward for a two-year term are open. Candidate filing started December 15, 2020, and ends on January 19, 2021.

B. Calling for the April 6, 2021 Online Use Tax Election

Reference: - Agenda Item Information Sheet (pg 103)
- Bill 3595 (pg 105)

Council has determined it prudent to seek approval for a Use Tax that will allow the City to collect sales tax revenue from the purchase of products from online retailers. The sales tax will be equal to that of the current sales tax and the revenues generated will be used to fund new personnel in the Police, Public Works and Parks departments.

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

12. Mayor/Council Communication.

13. Adjournment.

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



PUBLIC WORKS MONTHLY REPORT

December 2020

ENGINEERING DIVISION

Projects Under Construction

2020 Curb Replacement
Harold Estates Sewer Extension
N. Foxridge Drive SRTS Sidewalk
FY 2020 Street Preservation
Willowind Sewer Extension

Projects Under Design

20201 Inflow and Infiltration correction project
Centerview Phase II
Ward Road Reconstruction

Development Under Construction

- Van Trust (Dean Ave. extension)
- Lofts at Foxridge
- Compass Health
- Eastbrook at Creekmoor
- Venue of the Good Ranch

OPERATIONS & MAINTENANCE DIVISION

- 10 Asphalt patches
- 104 City Hall Work Orders
- 167 Storm Boxes Cleaned
- 10 Driveway Approach Inspections for new construction
- 11 Final ROW Inspections
- 497 Line Locates
- 3 Meters Replaced
- 12 Fire Hydrants Flushed
- 45 Potholes patched
- 15 Sewer Inspections
- 130 Feet of Sewer Camera Inspections
- 103 Water Services Shut off for Non-payment
- 7 Sidewalk Inspection
- 16 Water Inspections
- 13 Water Taps
- 108 Service Requests Completed
- Watermain Repair on 58 Highway

MONTHLY REPORT

December 2020

Week of November 27

- Parks and Recreation staff deep cleaned Centerview and set up Harrelson Hall for our City Council, Boards and Commission meetings.
- Park maintenance staff assembled and installed outdoor site furniture at T.B. Hanna Station.
- Parks and Recreation administration met with consultants finalizing the construction phase and opening of T.B. Hanna Station.
- Recreation staff worked with the Communications Department on planning the upcoming virtual Mayor's Tree Lighting.
- The Mayor's Christmas tree will be delivered and set-up at T.B. Hanna Station over the Thanksgiving weekend.



Week of December 4

- Parks & Recreation staff prepared T.B. Hanna for the Mayor's virtual tree lighting event. Staff also prepared to open the ice rink at T.B. Hanna for future skating events.
- Parks & Recreation Director Nathan Musteen met with Patrick Ibarra with the Mejorado Group. Ibarra and his staff are conducting the staffing analysis for the Police, Public Works Operations and Parks Maintenance departments.
- **Watch the Virtual Mayor's Tree Lighting on the [Raymore Parks & Recreation Facebook page](#).** The Mayor's Christmas Tree and the Raymore Christmas Tree Trail are now lit up T.B. Hanna Station. Stop by the brand new T.B. Hanna Station and check out all the new stuff including the holiday lights and the The Rink, Raymore's very own ice rink.



Week of December 11

- The Parks and Recreation Board met in a special virtual meeting via Zoom to review and recommend a contract to the City Council for repairs to the Recreation Park trail system. The project also includes a crosswalk over Rec Park Drive from the trail to the RAC.
- Park maintenance crews continued to utilize the good weather and brush hog the natural areas of the park system.
- Recreation staff has cleaned and organized the storage room at the RAC. This process includes taking inventory, safety checks and repairing athletic equipment in preparation for future seasons.
- Centerview was host to the Raymore-Peculiar Sunrise Optimist Club's holiday gathering.
- Work continues on the ice rink at T.B. Hanna Station. As the temperatures drop and settle into a normal winter pattern, staff is preparing for the opening of The Rink.
- T.B. Hanna Station has been very popular this week as the playground is open, restrooms are available and the Mayor's Tree and the annual Christmas Tree Trail is in place. The Rink at T.B. Hanna Station is assembled and nearing completion.

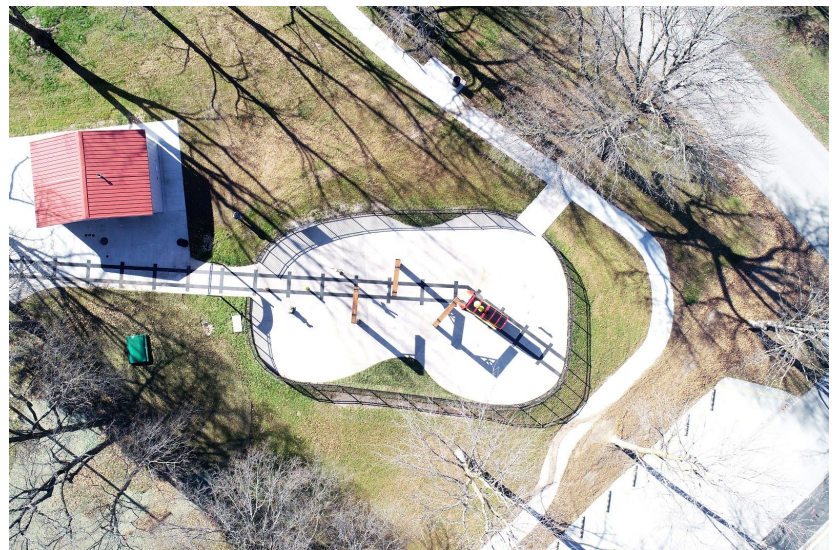
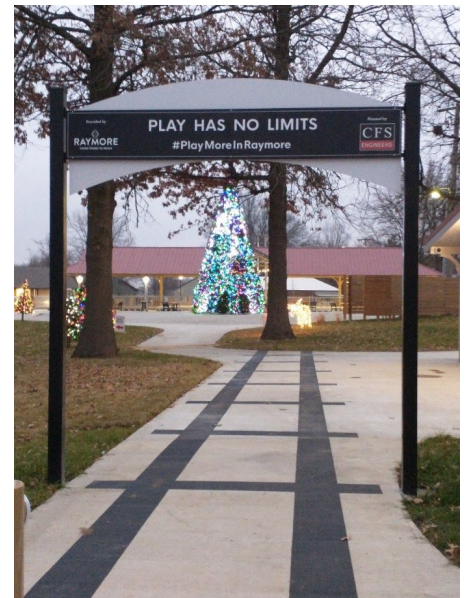
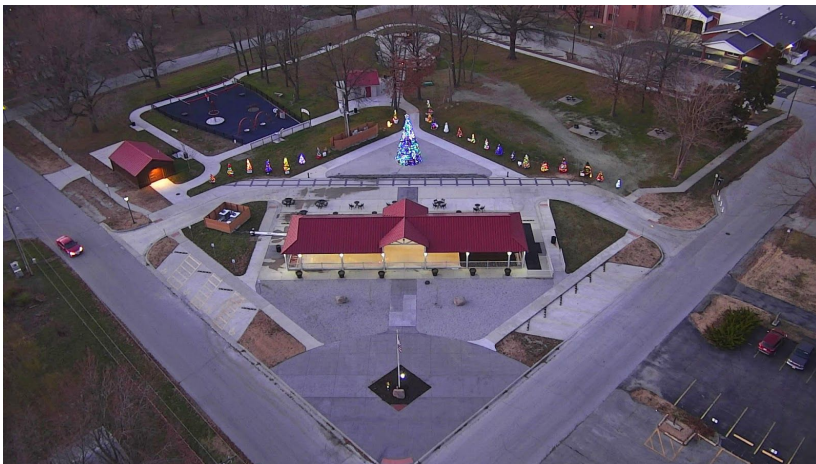


Week of December 18

- Parks and Recreation Staff continued working on The Rink in preparation of the official opening on December 20th. Raymore City Staff, City Council and the Parks & Recreation Board along with their families were invited to a special night of skating on Thursday.
- Additional features at the Rink arrived this week. Crews will be installing the custom made wind screens, padding and safety bollards as weather permits.



- Parks and Recreation Director Nathan Musteen and Recreation/Facilities Superintendent
- Jimmy Gibbs participated in zoom interviews for the 2020 GO Bond projects at Hawk Ridge Park.
- Parks & Recreation Director Nathan Musteen and Parks Superintendent Steve Rulo participated in a planning meeting regarding public facility snow removal.
- Parks and Recreation staff conducted staff training at the Rink on Thursday night.
- Park Maintenance staff installed signage, seating and heaters at T.B. Hanna Station in preparation for the upcoming ice skating season.





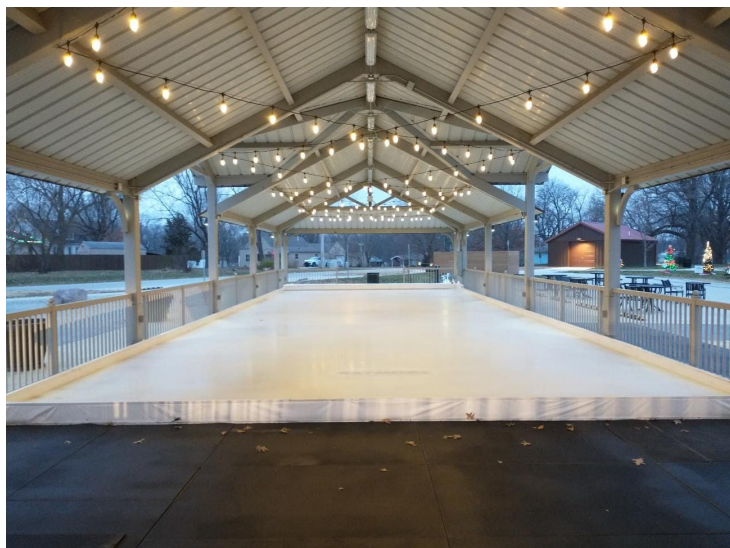
Holiday Schedule for The Rink (Dec. 20-Jan. 3)

OPEN SKATE

- 1-7 p.m., Daily starting Dec. 20, 2020
- 10 a.m.-5 p.m.: Christmas Eve (12/24)/New Year's Eve (12/31)
- Closed Christmas Day (12/25) and New Year's Day (1/1)
- Fees: Free skate rentals through Jan. 3, 2021
- Capacity: 10 skaters on the ice at a time
- Sessions: New session every half hour (if there is a wait)

PRIVATE RENTALS

\$150 for a two hour session. Includes up to 20 pair of skates.
Call 816-322-2791 for available dates and times.





FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period November 1, 2020 to November 30, 2020.

November Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

8.33% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 6.94% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been accepted by the Council and final payments have been made.

- Property tax revenues collected are tracking as expected with the majority of the budgeted revenue expected by February 2021.
- Franchise Tax revenues as a whole are tracking slightly below straight line at 6.10%. This revenue source varies depending on the weather, staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking slightly below straight line budget at 7.66%. City sales taxes are at 7.55% while state shared gasoline and vehicle taxes are at 8.12%.
- Fees and Permit revenues collected are tracking above straight line budget at 51.94%. This is primarily due to the 12 single family residential building permits have been issued out of the 100 budgeted starts. In addition, we have issued 1 commercial building permits and this line item is 630.12% above straight line budget.
- License revenues collected are tracking as expected at 6.21% of straight line budget. Occupational license revenues collected are tracking as expected. Nearly all of the revenue is received in January when the licenses are due and staff anticipates a small amount throughout the spring for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are below straight line budget at 5.60%. This is primarily due to the COVID-19 Pandemic. Staff will continue to monitor this revenue source closely throughout the year.

Expenditures:

Departmental spending is tracking normally. Most of the departments are right at straight line expectation or slightly below.

- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Emergency Management Department is currently at 13.86% of straight line budget primarily due to the payment of the siren maintenance contract.

Parks & Recreation Fund

Revenue:

Revenues are at 3.46% of budget 8.33% of the way through the year; normal for this time of the year. Due to the Covid-19 pandemic, programs may be put on hold throughout the year. Staff will monitor all revenue sources closely

Expenditures:

The Parks department is showing the same operational expenditure pattern as in years past. Recreation department expenses reciprocate recreation revenue; due to the Covid-19 Pandemic, expenses are below straight line budget. Expenditures are expected to increase as the number of programs offered goes up.

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 9.66% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

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

01 -GENERAL FUND

FINANCIAL SUMMARY

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

NON-DEPARTMENTAL

PROPERTY TAXES	0.00	0.00	0.00	1,627,940.00	1,819.16	1,819.16	0.00	1,626,120.84	0.11
FRANCHISE TAXES	0.00	0.00	0.00	2,205,109.00	134,477.27	134,477.27	0.00	2,070,631.73	6.10
SALES TAXES	0.00	0.00	0.00	3,574,758.00	273,889.03	273,889.03	0.00	3,300,868.97	7.66
FEES AND PERMITS	0.00	0.00	0.00	211,305.00	109,754.38	109,754.38	0.00	101,550.62	51.94
LICENSES	0.00	0.00	0.00	123,243.00	7,650.00	7,650.00	0.00	115,593.00	6.21
MUNICIPAL COURT	0.00	0.00	0.00	327,167.00	18,324.68	18,324.68	0.00	308,842.32	5.60
MISCELLANEOUS	0.00	0.00	0.00	494,233.00	26,466.21	26,466.21	0.00	467,766.79	5.36
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,623,988.00	134,832.34	134,832.34	0.00	1,489,155.66	8.30
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	10,187,743.00	707,213.07	707,213.07	0.00	9,480,529.93	6.94

COVID-19

TOTAL REVENUES	0.00	0.00	0.00	10,187,743.00	707,213.07	707,213.07	0.00	9,480,529.93	6.94
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EXPENDITURE SUMMARY

NON-DEPARTMENTAL	0.00	0.00	0.00	401,362.00	309,695.33	309,695.33	0.00	91,666.67	77.16
ADMINISTRATION	1,000.00	0.00	1,000.00	1,345,937.67	112,545.75	112,545.75	3,214.32	1,230,177.60	8.60
INFORMATION TECHNOLOGY	0.00	3,705.49 (	3,705.49)	615,336.41	126,528.41	126,528.41 (	1,747.02)	490,555.02	20.28
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	159,934.18	7,222.83	7,222.83	0.00	152,711.35	4.52
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	733,110.25	60,289.83	60,289.83	0.00	672,820.42	8.22
ENGINEERING	0.00	0.00	0.00	447,537.61	27,456.01	27,456.01	0.00	420,081.60	6.13
STREETS	0.00	10,894.66 (	10,894.66)	825,133.87	50,949.34	50,949.34 (	7,252.14)	781,436.67	5.30
BUILDING & GROUNDS	1,200.00	0.00	1,200.00	354,623.07	22,667.35	22,667.35	4,900.36	327,055.36	7.77
STORMWATER	0.00	0.00	0.00	296,390.87	21,048.65	21,048.65	0.00	275,342.22	7.10
COURT	0.00	0.00	0.00	141,669.74	8,457.14	8,457.14	0.00	133,212.60	5.97
FINANCE	0.00	0.00	0.00	690,877.31	42,369.25	42,369.25	4,035.19	644,472.87	6.72
COMMUNICATIONS	0.00	0.00	0.00	198,020.46	8,772.47	8,772.47	0.00	189,247.99	4.43
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	0.00	0.00	2,000.00	22,400.00	8.20
POLICE	13,650.48	0.00	13,650.48	4,115,076.67	317,161.87	317,161.87	6,220.27	3,791,694.53	7.86
EMERGENCY MANAGEMENT	0.00	0.00	0.00	128,027.91	17,744.78	17,744.78	0.00	110,283.13	13.86
COVID-19	0.00	0.00	0.00	0.00	1,175.71	1,175.71	15,046.96 (	16,222.67)	0.00

TOTAL EXPENDITURES	15,850.48	14,600.15	1,250.33	10,477,438.02	1,134,084.72	1,134,084.72	26,417.94	9,316,935.36	11.08
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REVENUES OVER/(UNDER) EXPENDITURES	(15,850.48)	14,600.15 (1,250.33)	(289,695.02)	(426,871.65)	(426,871.65)	(26,417.94)	163,594.57	156.47
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25 -PARK FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	434,873.00	489.79	489.79	0.00	434,383.21	0.11
MISCELLANEOUS	0.00	0.00	0.00	11,500.00	65.30	65.30	0.00	11,434.70	0.57
FACILITY RENTAL REVENUE	0.00	0.00	0.00	7,350.00	5.00	5.00	0.00	7,345.00	0.07
TRANSFERS - INTERFUND	0.00	0.00	0.00	556,192.00	46,349.33	46,349.33	0.00	509,842.67	8.33
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,009,915.00	46,909.42	46,909.42	0.00	963,005.58	4.64
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	65,000.00	29.00	29.00	0.00	64,971.00	0.04
FACILITY RENTAL REVENUE	0.00	0.00	0.00	32,900.00	0.00	0.00	0.00	32,900.00	0.00
PROGRAM REVENUE	0.00	0.00	0.00	211,970.00	780.00	780.00	(85.00)	211,275.00	0.33
TOTAL RECREATION DIVISION	0.00	0.00	0.00	309,870.00	809.00	809.00	(85.00)	309,146.00	0.23
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	62,125.00	1,436.75	1,436.75	0.00	60,688.25	2.31
PROGRAM REVENUE	0.00	0.00	0.00	6,600.00	395.00	395.00	(140.00)	6,345.00	3.86
TOTAL CENTERVIEW	0.00	0.00	0.00	68,725.00	1,831.75	1,831.75	(140.00)	67,033.25	2.46
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	2,700.00	75.00	75.00	0.00	2,625.00	2.78
CONCESSION REVENUE	0.00	0.00	0.00	5,400.00	1.50	1.50	0.00	5,398.50	0.03
FACILITY RENTAL REVENUE	0.00	0.00	0.00	9,325.00	255.00	255.00	0.00	9,070.00	2.73
PROGRAM REVENUE	0.00	0.00	0.00	179,740.00	5,380.00	5,380.00	(125.00)	174,485.00	2.92
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	197,165.00	5,711.50	5,711.50	(125.00)	191,578.50	2.83
TOTAL REVENUES	0.00	0.00	0.00	1,585,675.00	55,261.67	55,261.67	(350.00)	1,530,763.33	3.46
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	0.00	0.00	0.00	882,358.50	58,643.60	58,643.60	2,987.85	820,727.05	6.98
RECREATION DIVISION	0.00	0.00	0.00	323,138.50	16,390.64	16,390.64	1,440.00	305,307.86	5.52
CENTERVIEW	0.00	0.00	0.00	92,782.00	7,471.34	7,471.34	346.16	84,964.50	8.43
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	227,674.50	8,935.08	8,935.08	141.49	218,597.93	3.99
TOTAL EXPENDITURES	0.00	0.00	0.00	1,525,953.50	91,440.66	91,440.66	4,915.50	1,429,597.34	6.31
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	59,721.50	(36,178.99)	(36,178.99)	(5,265.50)	101,165.99	69.40-

50 -ENTERPRISE FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	52,187.00	1,392.06	1,392.06	0.00	50,794.94	2.67
UTILITY REVENUE	0.00	0.00	0.00	8,855,967.00	860,451.31	860,451.31	0.00	7,995,515.69	9.72
TRANSFERS - INTERFUND	0.00	0.00	0.00	84,525.00	7,043.75	7,043.75	0.00	77,481.25	8.33
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	8,992,679.00	868,887.12	868,887.12	0.00	8,123,791.88	9.66
<u>COVID-19</u>									
<u>SRF SEWER BONDS</u>									
TOTAL REVENUES	0.00	0.00	0.00	8,992,679.00	868,887.12	868,887.12	0.00	8,123,791.88	9.66
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	50,000.00	0.00	550,000.00	8.33
WATER	65,838.00	0.00	65,838.00	3,182,078.00	83,444.76	83,444.76	50,391.21	3,048,242.03	4.21
SEWER	8,015.00	0.00	8,015.00	3,675,049.50	(30,563.23)	(30,563.23)	135.78	3,705,476.95	0.83
SOLID WASTE	0.00	0.00	0.00	1,739,728.00	0.00	0.00	0.00	1,739,728.00	0.00
TOTAL EXPENDITURES	73,853.00	0.00	73,853.00	9,196,855.50	102,881.53	102,881.53	50,526.99	9,043,446.98	1.67
REVENUES OVER/(UNDER) EXPENDITURES	(73,853.00)	0.00	(73,853.00)	(204,176.50)	766,005.59	766,005.59	(50,526.99)	(919,655.10)	350.42

Investment Monthly Report

Investments Held at 11/30/20

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
12/05/19	953697	NASB	CD		12/04/20	2,000,000.00	2,000,000.00	1.9000	2,000,000.00
12/09/19	901192	CBR	CD		12/09/20	2,500,000.00	2,500,000.00	1.6500	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,124,968.92	2,124,968.92	2.4100	2,124,968.92
06/03/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,016,203.20	1,016,203.20	2.4100	1,016,203.20
09/01/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,102,619.64	1,102,619.64	2.4100	1,102,619.64
08/26/20	934746	NASB	CD		08/25/21	2,000,000.00	2,000,000.00	0.2000	2,000,000.00
08/14/19	901472	CBR	CD	Fund 50	08/25/21	699,769.30	699,769.30	0.2000	699,769.30
09/11/20	901488	CBR	CD		09/11/21	2,000,000.00	2,000,000.00	0.2100	2,000,000.00

Investment Total

13,443,561.06 13,443,561.06

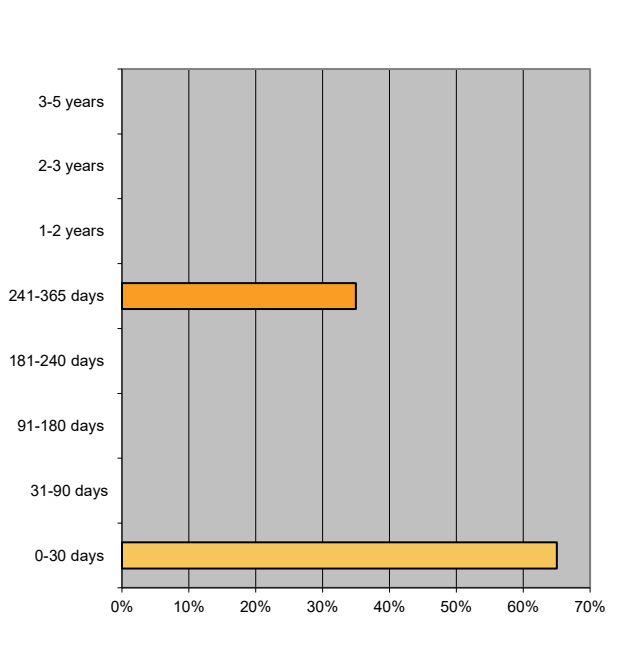
13,443,561.06

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

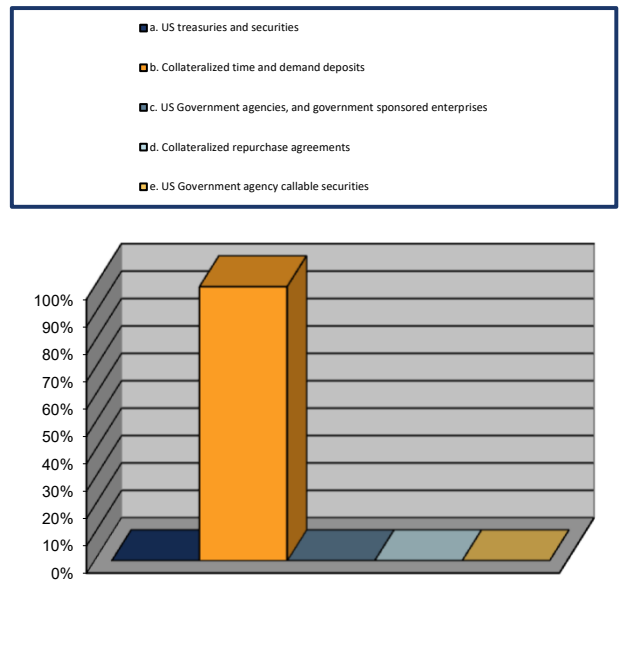
Average Annual Rate of Return: **1.4217**

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

Investment by Maturity



Diversification by Type



Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
Average Rate of Return on Maturities:									

November Grant Summary

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

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2019 - Sept. 2020)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$3,866.28	\$3,245.10	9/30/20
State & Community Hwy. Safety Grant - HMV (Oct. 2019 - Sept. 2020)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$3,007.76	\$3,007.76	9/30/20
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2021)	DOJ	\$2,141.76 (50% match)	\$0.00	\$0.00	08/31/21
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2020 (Jan. - June 2021)	FEMA	\$80,683.46 (50% match)	\$36,814.07	\$36,814.07	12/31/20
Cares Act - COVID19	Cass County		\$1,124,198.46	\$163,837.63	12/31/20
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/2018

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
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Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, DECEMBER 14, 2020 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MAYOR TURNBOW PHYSICALLY PRESENT WITH THE FOLLOWING MEMBERS PARTICIPATING VIA ZOOM: COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, TOWNSEND, AND CITY ATTORNEY JONATHAN ZERR. PHYSICALLY PRESENT WERE CITY MANAGER JIM FEUERBORN, CITY CLERK ERICA HILL, AND STAFF MEMBERS.

- 1. Call to Order.** Mayor Turnbow called the meeting to order at 7:00 p.m.
- 2. Roll Call.** City Clerk Erica Hill called roll; quorum present to conduct business.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**

Development Services Director Jim Cadoret reviewed the staff report included in the Council packet and reviewed upcoming Planning Commission items.

Chief of Police Jan Zimmerman shared holiday safety tips.

City Clerk Erica Hill provided information regarding candidate filing for the April 6, 2021 General Municipal Election.

City Manager Jim Feuerborn announced the December 21 work session has been cancelled.

- 7. Committee Reports.**
- 8. Consent Agenda.**
 - A. City Council regular meeting minutes, November 9, 2020**
 - B. Resolution 20-64: Westgate (Kentucky) Road Extension - Acceptance and Final Payment**

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

DISCUSSION: None

ROLL CALL 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. Award of Contract - On-call Erosion Control

BILL 3589: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO A GUARANTEED PRICING CONTRACT WITH WELCH SILT FENCE & EROSION CONTROL, LLC TO PROVIDE ON-CALL EROSION CONTROL SERVICES."

City Clerk Erica Hill conducted the second reading of Bill 3589 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3589 by title only.

DISCUSSION: None

ROLL CALL 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 3589 as **Raymore City Ordinance 2020-071.**

B. Award of Contract - Municipal Complex Stormwater Improvements & Plaza

BILL 3590: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH INFRASTRUCTURE SOLUTIONS FOR THE MUNICIPAL COMPLEX STORMWATER DETENTION IMPROVEMENTS, CITY PROJECT NUMBER 20-266-202, IN THE AMOUNT OF \$366,097.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3590 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3590 by title only.

DISCUSSION: None

ROLL CALL 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 3590 as **Raymore City Ordinance 2020-072.**

Mayor Turnbow announced the procedures for public interaction during the meeting due to COVID-19 procedures in place.

7. New Business. First Readings.

A. Park Side Subdivision Preliminary Plat (public hearing)

RESOLUTION 20-63: "A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE PARK SIDE SUBDIVISION PRELIMINARY PLAT."

City Clerk Erica Hill conducted the reading of Resolution 20-63 by title only.

Mayor Turnbow opened the public hearing at 7:17 p.m. and called for a staff report.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. Joe Duffey, representing Park Side LLC and property owner Tyros Inc., filed a request for preliminary plat approval for the Park Side Subdivision, a 320-lot single-family development proposed west of North Madison Street and south of 163rd Street. This public hearing was properly advertised in *The Journal* and he asked for the mailed notices to adjoining property owners, notice of publication, Unified Development Code, application, Growth Management Plan, and the staff report to be entered into the record. There was a Good Neighbor meeting on Nov. 19 with one adjacent property owner in attendance, who had their questions answered by staff. The Memorandum of Understanding (MOU) outlines the requirements of the developer in completion of this subdivision. The Planning and Zoning Commission, at its Dec. 1, 2020 meeting, voted 8-0 to accept the staff proposed findings of fact and forward the plat to Council with a recommendation of approval, with conditions that have since been incorporated into the submitted preliminary plat. He answered general questions from Council.

Joe Duffey, representative of Park Side LLC, made himself available for questions.

Mayor Turnbow opened the hearing for public comments, and hearing and receiving none, closed the public hearing at 7:26 p.m.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve

the reading of Resolution 20-63 by title only.

DISCUSSION: None

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

B. Raymore Galleria North Third Plat

BILL 3592: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE RAYMORE GALLERIA NORTH THIRD PLAT."

City Clerk Erica Hill conducted the first reading of Bill 3592 by title only.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. David Block, representing North Raymore 58 Equity Partners LLC, filed a request for final plat approval for the Raymore Galleria North Third Plat, a 2-lot commercial development proposed for the north side of 58 Highway, east of Westgate Drive. The final plat establishes the lot boundaries for the approved Scooter's Coffee and one additional commercial lot. The Planning and Zoning Commission, at its Dec. 1, 2020 meeting, voted 7-0 to accept the staff proposed findings of fact and forward the plat to Council with a recommendation of approval.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3592 by title only.

DISCUSSION: None

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

C. Raymore Commerce Center First Plat

BILL 3593: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE RAYMORE COMMERCE CENTER FIRST PLAT."

City Clerk Erica Hill conducted the first reading of Bill 3593 by title only.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. Grant Harrison, representing VanTrust Real Estate, filed a request for final plat approval for Raymore Commerce Center First Plat, a one-lot industrial development proposed for the west side of Dean Avenue, south of North Cass Parkway. The current industrial building under construction is located on the proposed lot. The Planning and Zoning Commission, at its Dec. 1, 2020 meeting, voted 7-0 to accept the staff proposed findings of fact and forward the plat to Council with a recommendation of approval.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3593 by title only.

DISCUSSION: None

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

D. Aware of Contract - Rec Park Trail Replacement

BILL 3594: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SPALDING CONSTRUCTORS LLC FOR THE RECREATION PARK TRAIL REPLACEMENT, PROJECT NUMBER 20-363-201, IN THE AMOUNT OF \$168,184 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the first reading of Bill 3594 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. The FY 2019 Capital Improvement Plan included a trail replacement project at Recreation Park along Madison Street. The FY 2020 Capital Improvement Plan included a trail connection and cross walk from the Madison Street roundabout to the Raymore Activity Center. The two projects were combined into one project. From the 12 bids received, staff recommends award of contract to Spalding Constructors LLC in the amount of \$168,184. He answered general questions from Council.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3594 by title only.

DISCUSSION: None

ROLL CALL 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. Please identify yourself for the record and keep comments to a maximum of five minutes.

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers wished everyone happy holidays, congratulated the Ray-Pec High School football team on their State Championship victory, and thanked Chief Zimmerman for her presentation.

Councilmember Burke noted that he presented Ray-Pec High School Football Coach Martin with a set of the Raymore challenge coins to thank him for his impact on thousands of students.

Councilmember Jacobson thanked Parks Director Nathan Musteen on the replacement trail at Rec Park.

Councilmember Holman congratulated Parks Director Nathan Musteen and his staff for the upcoming opening of the ice skating rink at T.B. Hanna and noted the passing of General Chuck Yeager on Dec. 7.

Councilmember Barber thanked Development Services Director Jim Cadoret on the items brought forward this evening that indicate growth in the city.

Councilmember Townsend urged citizens to enjoy the amenities of Raymore.

Mayor Turnbow thanked the Parks and Recreation Department and Communication Manager Melissa Harmer for their work on the Mayor's Christmas Tree virtual program.

13. Adjournment.

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

DISCUSSION: None

ROLL CALL 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 7:51 p.m.

Respectfully submitted,

Erica Hill
City Clerk

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Dec. 14, 2020

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3592: Raymore Galleria North Third Plat

STRATEGIC PLAN GOAL/STRATEGY

3.1.1: Expand the commercial tax base

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: Dec. 1, 2020
Action/Vote: Approval, 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

David Block, representing North Raymore 58 Equity Partners LLC, filed a request for final plat approval for the Raymore Galleria North Third Plat, a 2-lot commercial development proposed for the north side of 58 Highway, east of Westgate Drive. The final plat establishes the lot boundaries for the approved Scooter's Coffee and one additional commercial lot.

BILL 3592

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE RAYMORE GALLERIA NORTH THIRD PLAT"

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:

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

Section 2. That the subdivision known as Raymore Galleria North Third Plat is approved for the tract of land described below:

A tract of land in the Southwest Quarter of the Southwest Quarter of Section 08, Township 46 North, Range 32 West of the Fifth Principal Meridian, being in the City of Raymore, Missouri, being part of Lot 4 of Westgate Plat, a subdivision recorded in Plat Book 24, at Page 33, more particularly described as follows:

Beginning at the Southeast corner of said Lot 4, Westgate Plat; thence Westerly along the South line of said Lot 4, also being the North right-of-way line of Foxwood Drive, as now established, on a curve to the right having an initial Tangent Bearing of $86^{\circ} 28' 43''$ W, a radius of 5679.58 feet, for an ARC Length of 192.68 feet; thence on a curve to the left, Tangent to the previous curve, having a Radius of 5779.58 feet, for an Arc Length of 155.32 feet to the Southeast corner of Raymore Galleria North - Second Plat, a subdivision recorded in Plat Book 21 at Page 69 also being on the West line of said Lot 4, Westgate Plat; thence North $02^{\circ} 20' 51''$ East, along the West line of said Lot 4, a distance of 113.35 feet; thence North $19^{\circ} 48' 57''$ East, along the West line of said Lot 4, a distance of 73.29 feet; thence North $02^{\circ} 20' 51''$ East, along the West line of said Lot 4, a distance of 70.09 feet; thence North $87^{\circ} 39' 09''$ West, along the South line of said Lot 4, a distance of 22.00 feet, said point being the Northeast corner of said Lot 1, Raymore Galleria North - Second Plat; thence North $02^{\circ} 20' 51''$ East, a distance of 24.00 feet to the Northeast corner of Tract "A" in said Raymore Galleria North - Second Plat; thence S $87^{\circ} 39' 09''$ E. a distance of 47.00 feet; thence N $02^{\circ} 20' 21''$ E. a distance of 130.00 feet; thence S $87^{\circ} 39' 09''$ E. a distance of 95.64 feet; thence on a curve to the left, tangent to the last course, having a radius of 86.00 feet, for an arc length of 135.03 feet; thence S $87^{\circ} 39' 09''$ E, a distance of 130.00 feet to a point on the East line of said Lot 4, Westgate Plat and being on the East line of the Southwest Quarter of said Southwest Quarter, also being a point on the West line of

Foxwood Springs Plat No. 5, a subdivision recorded in Plat Book 8, at Page 75; thence South 03° 34' 53" West, along said East line of the Southwest Quarter of the Southwest Quarter, and along the East line of said Lot 4, Westgate Plat, a distance of 506.98 feet to the North right-of-way line of Foxwood Drive, as now established and being the Point of Beginning. Containing 150,273.46 square feet or 3.45 acres, more or less.

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF DECEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF DECEMBER, 2020, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

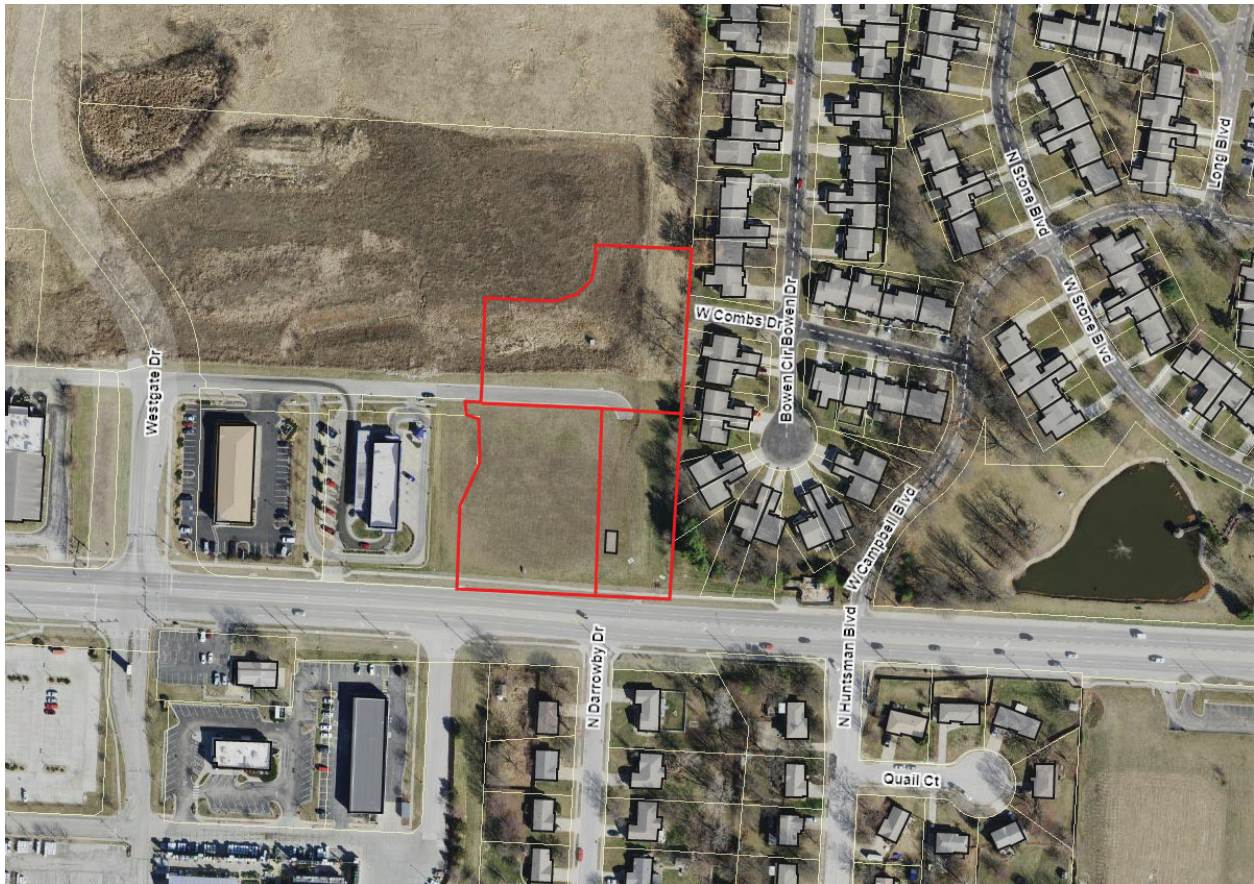


To: City Council
From: Planning and Zoning Commission
Date: December 14, 2020
Re: Case #20025: Raymore Galleria North Third Plat

GENERAL INFORMATION

**Applicant/
Property Owner:** North Raymore 58 Equity Partners, LLC
605 W. 47th Street Suite 200
Kansas City, MO 64112

Property Location: N. Side of 58 Highway, east of Westgate Drive



Existing Zoning: C-3 Regional Commercial District

Existing Surrounding Zoning: North: C-3 - Regional Commercial District
South: C-3 - Regional Commercial District
R-1 - Single-Family Residential
East: PUD - Planned Unit Development District
West: C-3 - Regional Commercial District

Existing Surrounding Uses: North: Undeveloped
South: Commercial
Single-Family Residential
East: Planned Residential Senior Living
West: Commercial

Total Tract Size: 3.45 acres

Total Number of Lots: 2 Lots & 2 tracts

Density – units per Acre: n/a

Growth Management Plan: The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Commercial and Business Development.

Major Street Plan: The Major Thoroughfare Plan Map classifies Highway 58 as a major arterial and Westgate Drive 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

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for *Raymore Galleria North Third Plat*

City Ordinance Requirements: In order for the applicant to accomplish the aforementioned action they must meet the provisions of the Unified Development Code. Chapter 470 of the Unified Development Code outlines the requirements and actions that need to be taken in order to final plat property, specifically, Section 470.130.

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The property was rezoned to C-3 Regional Commercial District in June 2009.

2. The Raymore Galleria North Preliminary Plat was approved on June 28, 2010.
3. A site plan for lot 2 was approved on September 15, 2020 for a Scooter’s Coffee Drive Thru. Installation of utilities and site grading has begun.
4. A private drive was previously constructed through Tract “A” to provide rear lot access.
5. Access to the site from 58 Highway using the private drive in Tract “A” was approved with the Preliminary Plat for Raymore Galleria North.

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

1. The current bulk and dimensional standards for the C-3 Regional Commercial zoning district are as follows:

C-3	
Minimum Lot Area	
per lot	-
per dwelling unit	2,000 sq.ft.
Minimum Lot Width (feet)	100
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	30
rear	20
side	10
side, abutting residential district	20
Maximum Building Height (feet)	80
Maximum Building Coverage (%)	50

2. The proposed project was shared with the South Metropolitan Fire Protection District. The District had no comments or concerns.
3. There is a 27-foot access easement for the private drive recently constructed to the east of the car wash.
4. Extensions of the water main, sanitary sewer main, and driveway access to serve the two lots were previously constructed by the developer.
5. The stormwater detention area in Tract “B” was previously constructed by

the developer.

6. There is a storm sewer outlet pipe from the detention area that crosses through the property towards 58 Highway.
7. Site Plan approval will be required before the issuance of any building permit upon Lot 1.
8. No buildings are being proposed for Lot 1 at this time.
9. The area to the north, approximately 5.64 acres contained in Lot 4 of the Westgate Plat, will remain unplatted as a C-3 zoned commercial area.

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 proposed final plat is substantially the same as the approved preliminary plat.

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.**

There were no conditions attached to the approval of the preliminary plat.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	December 1, 2020	December 14, 2020	December 28, 2020

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #20025 Raymore Galleria North Third Plat to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its December 1, 2020 meeting, voted 7-0 to accept the staff proposed findings of fact and forward Case #20025 Raymore Galleria North Third Plat to the City Council with a recommendation of approval.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Dec. 14, 2020

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3593: Raymore Commerce Center First Plat

STRATEGIC PLAN GOAL/STRATEGY

3.1.1: Expand the commercial tax base

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: Dec. 1, 2020
Action/Vote: Approval, 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Grant Harrison, representing VanTrust Real Estate, filed a request for final plat approval for Raymore Commerce Center First Plat, a one-lot industrial development proposed for the west side of Dean Avenue, south of North Cass Parkway. The current industrial building under construction is located on the proposed lot.

BILL 3593

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE RAYMORE COMMERCE CENTER FIRST PLAT"

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:

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

Section 2. That the subdivision known as Raymore Commerce Center First Plat is approved for the tract of land described below:

All that part of Tract A of Dean Avenue Extension ROW 1st Plat, a subdivision in the City of Raymore, Cass County Missouri, together with all that part of an unplatted tract of land lying in the Northwest Quarter of Section 29 and in the Northeast Quarter of Section 20, all in Township 46 North, Range 32 West, described by Patrick Ethan Ward, MO PLS-2005000071, of Olsson, LC-366, as follows:

BEGINNING at the Northwest corner of the Northwest Quarter of Section 29, Township 46 North, Range 32 West; thence South 87 degrees 03 minutes 19 seconds East, on the North line of said Northwest Quarter, and on the South line of Lot 2 of North Cass Plaza at the Good Ranch, First Plat, and on the North line of Tract A of Dean Avenue Extension ROW 1st Plat, both subdivisions in the City of Raymore, Cass County, Missouri, a distance of 1274.91 feet to the Northeast corner of said Tract A, said corner also lying on the West line of Dean Avenue right of way, as established in said Dean Avenue Extension ROW 1st Plat; thence South 20 degrees 24 minutes 52 seconds West, departing said North and South lines, on the East line of said Tract A and on the West line of said Dean Avenue right of way, a distance of 279.28 feet to a point of curvature; thence in a Southerly direction, continuing on said East and West lines and along a curve to the left, having a radius of 1940.00 feet, through a central angle of 20 degrees 46 minutes 09 seconds, an arc distance of 703.23 feet to a point on a non-tangent line; thence North 87 degrees 03 minutes 19 seconds West, departing said East and West lines, a distance of 526.34 feet to a point; thence South 68 degrees 53 minutes 58 seconds West a distance of 881.05 feet to a point on the East line of Interstate 49 right of way (formerly known as US Highway No. 71), as established in Book 513, Page 429, and as depicted on the Highway Plans for Project Number F-71-4(9); thence North 20 degrees 25 minutes 37 seconds West, on said East line, a distance of 291.32 feet to a point on a non-tangent curve; thence in a Northwesterly direction, continuing on said East line and along a curve to the right whose initial tangent bears North 20

degrees 01 minutes 35 seconds West, having a radius of 2739.79 feet, and arc distance of 81.07 feet, through a central angle of 1 degree 41 minutes 43 seconds to a point on a non-tangent line, said point also lying on the East line of Interstate 49 (formerly known as US Highway No. 71), as established in Book 3140, Page 32, and as depicted on the Highway Plans for Job Number J4P1709, dated 05/02/2008; thence North 71 degrees 40 minutes 08 seconds East, on said East line, a distance of 10.00 feet to a point on a non-tangent curve; thence in a Northerly direction, continuing on said East line and along a curve to the right whose initial tangent bears North 18 degrees 19 minutes 52 seconds West, having a radius of 2729.79 feet, an arc distance of 783.17 feet, through a central angle of 16 degrees 26 minutes 17 seconds to a point of tangency; thence North 01 degree 53 minutes 35 seconds West, continuing on said East line, a distance of 78.10 feet to a point; thence North 22 degrees 58 minutes 31 seconds East, continuing on said East line, a distance of 147.65 feet to the Southwest corner of said Lot 2, said corner also lying on the North line of said Northeast Quarter; thence South 86 degrees 38 minutes 40 seconds East, departing said East line, on the South line of said Lot 2 and on said North line, a distance of 495.26 feet, to the POINT OF BEGINNING, containing 1,748,772 Square Feet or 40.1463 Acres, more or less.

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF DECEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF DECEMBER, 2020, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: December 14, 2020
Re: Case #20024: Raymore Commerce Center - First Plat

GENERAL INFORMATION

**Applicant/
Property Owner:** VanTrust Real Estate
% Grant Harrison
4900 Main Street, Ste 400
Kansas City, MO 64112

Property Location: SE of I-49 and North Cass Parkway



Existing Zoning: PUD Planned Unit Development District

Existing Surrounding Zoning: North: C-3 - Regional Commercial District
South: PUD - Planned Unit Development District
East: A - Agricultural District
West: I-49

Existing Surrounding Uses: North: Undeveloped
South: Undeveloped
East: Undeveloped
West: Interstate 49

Total Tract Size: 40.1463 acres

Total Number of Lots: 1 Lot

Density – units per Acre: n/a

Growth Management Plan: The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Commercial and Business Development.

Major Street Plan: The Major Thoroughfare Plan Map classifies Dean Avenue and North Cass Parkway as minor arterial roads.

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

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

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for *Raymore Commerce Center, First Plat*

City Ordinance Requirements: In order for the applicant to accomplish the aforementioned action they must meet the provisions of the Unified Development Code. Chapter 470 of the Unified Development Code outlines the requirements and actions that need to be taken in order to final plat property, specifically, Section 470.130.

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The property was rezoned to PUD Planned Unit Development District in December 2019. The rezoning to PUD included approval of the preliminary plan.

2. The North Cass Plaza Final Plat to the north was approved in November 2020.
3. A sixty foot transmission line easement bounds the property to the north and is identified in this proposed plat.
4. The Dean Avenue Right of Way Extension Final Plat was recorded in October 2020. Construction for the extension of Dean Avenue is underway.
5. The site plan for the Raymore Commerce Center, including the building under construction on the subject property, was approved by the Planning and Zoning Commission on October 16, 2018.

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

1. The current bulk and dimensional standards for the PUD Planned Unit Development zoning district are as follows:

PUD	
Minimum Lot Area	
per lot	-
per dwelling unit	2,000 sq.ft.
Minimum Lot Width (feet)	100
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	30
rear	20
side	10
side, abutting residential district	20
Maximum Building Height (feet)	80
Maximum Building Coverage (%)	50

2. The proposed project was shared with the South Metropolitan Fire Protection District. The District had no comments or concerns.
3. The portion of Dean Avenue adjacent to the lot and connecting with North Cass Parkway will need to be accepted by the City Council before any Certificate of Occupancy is issued for the property.
4. Approval of the preliminary plan, and approval of the site plan, allowed construction of the building upon the lot to be commenced prior to

approval of the final plat. The final plat must be approved and recorded prior to the issuance of a Certificate of Occupancy for the building on the lot.

5. The lot is located within the service area of Cass County Water Supply District #10. Extension of the water main to serve the property is underway.
6. Sanitary sewer mains were extended to serve any development upon the lot.

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 proposed final plat is substantially the same as the approved preliminary plan.

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.**

There were no conditions attached to the approval of the preliminary plan.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	December 1, 2020	December 14, 2020	December 28, 2020

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #20024 Raymore Commerce Center - First Plat to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its December 1, 2020 meeting, voted 7-0 to accept the staff proposed findings of fact and forward Case #20024 Raymore Commerce Center - First Plat to the City Council with a recommendation of approval.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: December 14, 2020

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3594 - Rec Park Trail Replacement

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.2.3 - Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To:	Spalding Constructors LLC
Amount of Request/Contract:	\$168,184
Amount Budgeted:	\$183,000
Funding Source/Account#:	Capital Fund 45, \$150,000 / Park Fund 47, \$33,000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 2021	March 2021

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	12/8/2020
Action/Vote:	7-0 (2 absent)

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The FY 2019 Capital Improvement Plan included a trail replacement project at Recreation Park along Madison Street. The FY 2020 Capital Improvement Plan included a trail connection and cross walk from the Madison Street roundabout to the Raymore Activity Center. The two projects were combined into one project.

Staff issued an RFP in October and held pre-bid meetings on Nov. 9 and 10. Bids were opened on Nov. 19, 2020 with 12 bidders responding as follows:

Spalding Constructors LLC	\$168,184
DS Concrete KC	\$178,148
Radmacher Brothers Excavating Co., Inc.	\$195,145
Infrastructure Solutions LLC	\$196,706
J.M. Fahey Construction Company	\$199,955
Tasco LLC	\$215,725
Precision Construction and Contracting LLC	\$245,122
B Dean Construction	\$249,534
Terry Snelling Construction	\$263,107
Freeman Concrete Construction LLC	\$264,833
Phoenix Concrete, LLC	\$289,201
SGI	\$322,825

Staff recommends award of contract to Spalding Constructors LLC in the amount of \$168,184.

BILL 3594

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SPALDING CONSTRUCTORS LLC FOR THE RECREATION PARK TRAIL REPLACEMENT, PROJECT NUMBER 20-363-201, IN THE AMOUNT OF \$168,184 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the Recreation Park Trail Replacement Project was included in the FY 2019 Capital Budget; and

WHEREAS, the Recreation Park Trail Gap and Crosswalk Project was included in the FY 2020 Capital Budget; and

WHEREAS, the two projects were combined to complete the projects more efficiently and minimize extended disruption to trail users; and

WHEREAS, bids for this project were received on Nov. 19, 2020; and

WHEREAS, Spalding Constructors 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:

Section 1. The City Manager is directed to enter into a contract in the amount of \$168,184 with Spalding Constructors LLC for the Rec Park Trail Replacement Project, attached as Exhibit A.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints.

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

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

DULY READ THE FIRST TIME THIS 14th DAY OF DECEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF DECEMBER, 2020, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Rec Park Trail Replacement

This Contract for the Rec Park Trail Replacement project, hereafter referred to as the **Contract** is made this 28th day of December, 2020, between Spalding Constructors LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 12458 CR 4039, Holts Summit, MO 65043, 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 December 28, 2020 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 #20-363-201 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 \$168,184.00.

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.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 27) 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.


THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager


Attest: _____
Jean Woerner, City Clerk

(SEAL)

SPALDING CONSTRUCTORS LLC

By:  _____
Derek Spalding

Title: _____
Owner

Attest: _____
Hannah Burnett 

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Rec Park Trail Replacement

SCOPE OF SERVICES:

- Removing approximately 850 feet of 4' wide concrete sidewalk
- Installing 1240' of 4" thick, 10' wide concrete sidewalk on a 4" thick gravel base. Aerial photos included in RFP give the general layout of the proposed trail. Final layout will be staked by the City in the field with the contractor.
- Installing 50' of 5' wide, 4" thick sidewalk
- Installing a 10' x 15', 4" thick concrete pad on a 4" thick gravel base
- Installing 230' of 10' wide, WickCraft elevated boardwalk
- Removing an existing frisbee golf tee pad and repouring it in 4" thick concrete
- Installing 2 ADA ramps
- Installing 30' of 10" diameter HDPE drainage pipe with two end sections
- Restoration by seed and mulch

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" October 2001 and all subsequent revisions.

2. PROJECT AWARD

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

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

3. PROJECT COMPLETION AND SCHEDULE

Following are the completion dates for various portions of the contract. These

completion dates shall be strictly adhered to.

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" October 2001 shall be amended to include the following:

Contractor shall complete work within **60** calendar days of execution of the Notice to Proceed.

4. ENGINEER

The City of Raymore Public Works Director or his/her designee shall be the Engineer for this project.

5. GENERAL CONDITIONS

The General Conditions shall be modified as follows. All provisions of the General Conditions which are not so modified or supplemented shall remain in full force and effect.

GC 6.02: Add "No. 1 Change Orders" and "No. 2 Addenda" to the order of preference list.

6. MEASUREMENT AND PAYMENT

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

Recreation Park Trail Segment Reconstruction:

A. **Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment. This item shall be paid for as per the schedule in the General Conditions of the Raymore Specifications.

B. **Grading:** Grading shall be considered a lump sum item for payment. The lump sum shall cover all necessary earthwork required to install the

sidewalk, boardwalk and other improvements and to restore grades to pre-construction conditions.

- C. **Surveying:** Surveying shall be considered a lump sum item for payment. The lump sum shall be considered to include all costs to establish controls to complete the project. Any re-staking is the responsibility of the contractor.
- D. **Existing Sidewalk Removal:** Existing Sidewalk Removal shall be paid for at the unit bid price per linear foot. The unit bid price for this item shall include all equipment, labor and materials required to remove and dispose of the existing sidewalk. The City does not have any site for materials to be disposed at.
- E. **4" Thick, 10' Wide, Concrete Trail:** 4" Thick, 10' Wide, Concrete Trail will be paid for at the unit bid price per linear foot. The unit price shall include all necessary labor, equipment, materials, grading/excavation, formwork, utility and manhole adjustment, protection, curing compound, formwork removal, backfilling and restoration of landscaping to equal or better condition than prior to construction. Concrete will be a KCMMB 4K mix.
- F. **4" Thick, 5' Wide Concrete Sidewalk:** 4" Thick, 5' Wide Concrete Sidewalk will be paid for at the unit bid price per linear foot. The unit price shall include all necessary labor, equipment, materials, grading/excavation, formwork, utility and manhole adjustment, protection, curing compound, formwork removal, backfilling and restoration of landscaping to equal or better condition than prior to construction. Concrete will be a KCMMB 4K mix.
- G. **4" Thick Concrete Pond Overlook:** 4" Thick, Concrete Pond Overlook will be paid for at the unit bid price per square foot. The unit price shall include all necessary labor, equipment, materials, grading/excavation, formwork, utility and manhole adjustment, protection, curing compound, formwork removal, backfilling and restoration of landscaping to equal or better condition than prior to construction. Concrete will be a KCMMB 4K mix.
- H. **Gravel Base Rock:** Gravel Base Rock will be paid for at the unit price per ton. The unit bid price shall include all necessary labor, materials, equipment, excavation and removal of spoils required to deliver, spread and compact a gravel base for the sidewalk as per plan. Quantity will be determined by scale tickets.
- I. **10' Wide Wickcraft Boardwalk:** 10' Wide Wickcraft Boardwalk shall be paid for at the unit bid price per linear foot. The unit bid price shall include all labor, equipment and materials required to install the boardwalk as per plan location and manufacturer's specifications. The unit bid price shall include all shipping charges and any other costs associated with completing the boardwalk.

- J. **Disc Golf Tee Pad Relocation:** Disc Golf Tee Pad Relocation shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to remove and dispose of the existing pad, pour a new pad of similar dimensions in the location indicated on the plans and to relocate any signage.. Concrete shall be a KCMMB 4K mix.
- K. **10" HDPE Culvert Pipe:** 10" HDPE Culvert Pipe shall be paid for at the unit bid price per linear foot. The unit bid price shall include all labor, equipment, materials, excavation, disposal of existing pipe, bedding and backfill fill to install the pipe as per plan location and detail.
- L. **HDPE End Sections:** HDPE End Sections shall be paid for at the unit bid price per each. The unit price shall include all labor, equipment and materials to install the end sections on the 10" pipe, including pouring concrete toe walls as per detail.
- M. **ADA WheelChair Ramp:** ADA WheelChair Ramp shall be paid for at the unit bid price per each. The unit bid price shall include all necessary labor, equipment and materials to remove and dispose of the existing wheel chair ramp and curb, excavation, formwork, curing compound, detectable warning panels, concrete for the new ramp and curb, formwork removal and restoration. Any removal and replacement of existing sidewalk to achieve required grades will be considered incidental to this line item. Concrete shall be a KCMMB 4K mix.
- N. **Silt Fence:** Silt Fence shall be paid for at the unit bid price per linear foot. The unit bid price shall include all necessary labor, equipment and materials to install, maintain and remove silt fence as per shown on plan, in the SWPPP or as directed by the owner during the project. Inspection of the silt fence and documentation of the inspections will be considered subsidiary to this line item.
- O. **Construction Entrances:** Construction Entrances. The unit bid price shall include all equipment, labor and materials to construct, maintain and remove gravel/rock construction entrances as per plans. Post removal, the area where the construction entrances were located will be restored to equal or better condition than prior to construction.
- P. **Seed and Mulch:** Seed and Mulch shall be paid for at the unit bid price per square foot. The unit bid price shall include all labor, equipment and materials to re-establish grass on any area disturbed by construction.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 20-363-201

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 December, 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 27 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's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 27). 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 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.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
 - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,
 - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

Z. Affidavit of Work Authorization and Documentation

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

by

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

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

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, the undersigned authority personally appeared Derek Spalding, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Derek Spalding / Spalding Constructors LLC

Company: Spalding Constructors LLC

Address: 12458 CR 4039 Holts Summit Mo 65043

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 20-363-201
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

Spalding Constructors LLC
Company Name

[Signature]
Signature

Name: Derek Spalding

Title: owner

STATE OF Missouri COUNTY OF COLE

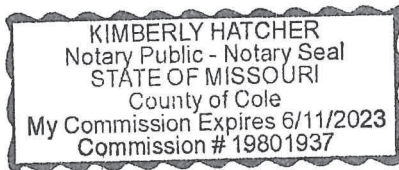
Subscribed and sworn to before me this 18th day of NOVEMBER, 2020.

Notary Public: [Signature]

My Commission Expires: 06/11/2023 Commission # 19801937

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

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



Company ID Number: 1388095

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Spalding Constructors (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1388095

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Spalding Constructors
Company Facility Address	12458 county road 4039 Holts summit, MO 65043
Company Alternate Address	
County or Parish	CALLAWAY
Employer Identification Number	811781239
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1

PROPOSAL FORM A
RFP 20-363-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Spalding Constructors LLC

ADDRESS: 12458 County Road 4039
Street

ADDRESS: Holts Summit Mo 65043
City State Zip

PHONE: 573-301-7869

E-MAIL: Spaldingconstructors@gmail.com

DATE: 11-17-2020
(Month-Day-Year)


Signature of Officer/Title

DATE: 11-17 2020
(Month-Day-Year)


Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 20-363-201

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
 4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No
 5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No
 6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No
 7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No
 8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No
- *With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No
 10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No

Legal Matters

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

___ Yes No If yes, provide details in an attachment.

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

___ Yes No If yes, provide details in an attachment.

Required Representations

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

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interest with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

PROPOSAL FORM C
RFP 20-363-201

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	City of Marriionville
ADDRESS	107 S central Ave Marriionville Mo
CONTACT PERSON	Jennifer Shook
CONTACT EMAIL	jshook@yahoo.com
TELEPHONE NUMBER	417-343-6815
PROJECT, AMOUNT AND DATE COMPLETED	Construction of Park - \$75,000 - 10-10-2020

COMPANY NAME	All N one outdoors
ADDRESS	5308 Monticello Rd Jefferson City Mo
CONTACT PERSON	Troy Schlotz
CONTACT EMAIL	
TELEPHONE NUMBER	573-821-2003
PROJECT, AMOUNT AND DATE COMPLETED	Concrete flatwork, stamping, excavating \$60,000 - 2020

COMPANY NAME	JCC Lot Striping
ADDRESS	311 Biltmore Jefferson City Mo
CONTACT PERSON	Zoe Burnett
CONTACT EMAIL	
TELEPHONE NUMBER	573-301-4182
PROJECT, AMOUNT AND DATE COMPLETED	Columbia Mall concrete - \$30,000 - 2018

COMPANY NAME	City of Mexico
ADDRESS	300 N coal St. Mexico Mo
CONTACT PERSON	Chad Shoemaker
CONTACT EMAIL	Cshoemaker@mxico.missouri.org
TELEPHONE NUMBER	573-721-2045
PROJECT, AMOUNT AND DATE COMPLETED	\$37,400 - city park sidewalks and basketball court 2020

COMPANY NAME	Mo Seal Paving
ADDRESS	1200 Cote Sans Dessein Rd Fulton Mo
CONTACT PERSON	Bryc Fischer
CONTACT EMAIL	
TELEPHONE NUMBER	573-220-7950
PROJECT, AMOUNT AND DATE COMPLETED	concrete construction - \$20,000 - 2019

State the number of Years in Business: 5

State the current number of personnel on staff: 8

PROPOSAL FORM D

RFP 20-363-201

Proposal of Spalding Constructors LLC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as Spalding Constructors LLC(*)

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. 20-363-201- Rec Park Trail Replacement.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1-3, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

***REVISED* BID PROPOSAL FORM E - Project No. 20-363-201**

Rec Park Trail Replacement

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	LS	1		\$ 5,000
Grading	LS	1		\$ 7,500
Surveying	LS	1		\$ 2,000
Existing Sidewalk Removal	LF	850		\$ 5,100
4" thick, 10' Wide Concrete Trail	LF	1240		\$ 68,200
4" Thick, 5 ft wide sidewalk	LF	60		\$ 2,100
4" Thick Concrete Pond Overlook	Sq Ft	150		\$ 1,500
Gravel Subgrade	Tons	325		\$ 6,900
10' Wide Wickcraft Boardwalk	LF	230		\$ 43,884
Boardwalk Installation	LS	1		\$ 13,500
Disc Golf Tee Pad Relocation	Each	1		\$ 1,000
10" HDPE Culvert Pipe	LF	30		\$ 2,000
HDPE End Sections	Each	2		\$ 1,000
Silt Fence	LF	500		\$ 1,000
Const. Entrances	Each	2		\$ 3,000
ADA Ramps	Each	2		\$ 2,000
Restoration (Seed & Mulch)	LS	1		\$ 2,500
TOTAL BASE BID				\$ 168,184.00

Total Base Bid for Project Number: 20-363-201

DS

\$ ~~169,184.00~~ 168,184.00 D.S.

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

one hundred sixty eight thousand one hundred eighty four dollars

In blank above write out the sum of the bid.

CITY OF RAYMORE

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



ADDENDUM NO. 1

Rec Park Trail Replacement
Project #20-363-201

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 - Approval

1. Alternate approval:

Modular Trail Structures has been approved as an alternate for prefabricated boardwalks.

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 November 13th, 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: Spalding Constructors LLC

By: Devek Spalding

Title: owner

Address: 12458 County Road 4039

City, State, Zip: Holt Summit Mo 65043

Date: 11-17-20 Phone: 573-301-7869

Signature of Bidder: [Signature]

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
Rec Park Trail Replacement
Project #20-363-201

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 - Question and clarification.

1. Question: What is the depth of concrete to be removed?

Response: 4" Thick

2. Question: T-Pad size verification

Response: The pad is 12' long by 4' wide at one end, 6' wide at the other.

3. Question: Who is responsible for locates?

Response: The contractor is responsible for calling 1-800-Dig-Rite. The City will locate any private irrigation lines.

Please remember you must be a planholder with QuestCDN or the City of Raymore in order to submit a proposal on this project.

Pre-Bid Attendees:

DS Concrete	B. Dean Construction	Infrastructure Solutions
Spalding Constructors	Terry Snelling Construction	perfect Fence
JM Fahey	Phoenix Concrete LLC	Radmacher Bros.
SGI	Precision Construction	Amino Brothers
Freeman Concrete	Primetime Contracting	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 November 16, 2020 at 5 p.m.

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

Company Name: Spalding Constructors LLC

By: Derek Spalding

Title: owner

Address: 12458 County Road 4039

City, State, Zip: Holts Summit Mo 65043

Date: 11-7-20 Phone: 573-301-7869

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH PROPOSAL

CITY OF RAYMORE

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



ADDENDUM NO. 3

Rec Park Trail Replacement
Project #20-363-201

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. 3 - Questions and Revised Bid Proposal Form

1. Question: Where is the standard detail for the temporary construction entrances?

Response: The City of Raymore follows the APWA detail. Basically 50 feet of 3' rock on fabric.

2. Revised Bid Proposal Form E - Attached. Gravel Subgrade quantity has changed from 250 to 325 tons to cover all subgrades throughout the project.

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 November 16th, 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: Spalding Constructors LLC


By: Derek Spalding

Title: owner

Address: 12458 County Road 403A

City, State, Zip: Holt Summit Mo 65043


Date: 11-17-2020 Phone: 573-301-7869

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

**BID PROPOSAL FORM E – RFP 20-363-201
CONTINUED**

Company Name Spalding Constructors LLC

By 
Authorized Person's Signature

Derek Spalding - owner
Print or type name and title of signer

Company Address _____

12458 County Road 4039

Holts Summit Mo 65043

Phone 573-301-7869

Fax 573-896-4497

Email spaldingconstructors@gmail.com

Date 11-17-2020

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

SEALED REQUEST FOR PROPOSAL
ATTN: PURCHASING SPECIALIST

RFP #: 20-363-201

DESCRIPTION: Rec Park Trail Replacement

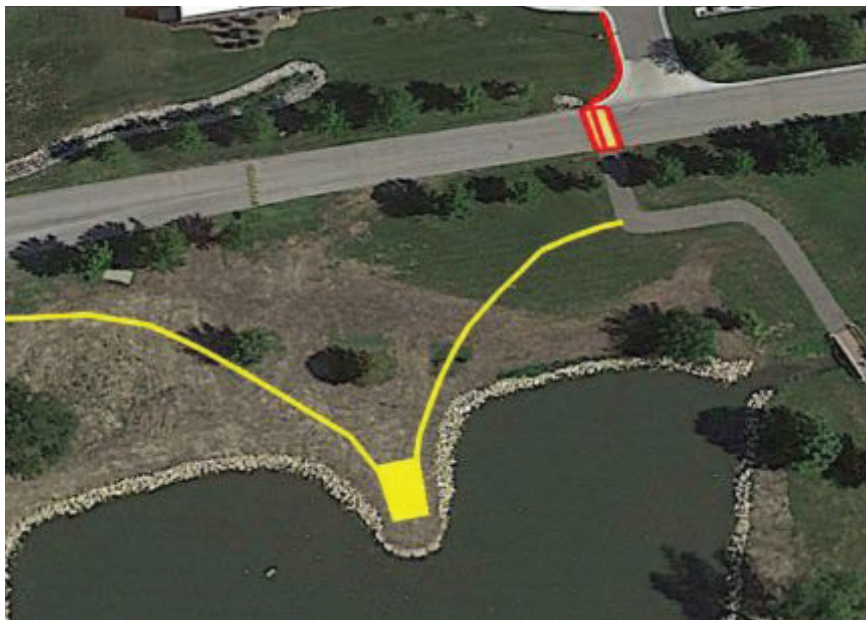
OPENING DATE: November 19, 2020

OPENING TIME: 10:00 a.m.

COMPANY NAME: Spalding Constructors LLC

DATED MATERIAL - DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP ENSURE PROPER DELIVERY



New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Dec. 21, 2020

SUBMITTED BY: Erica Hill

DEPARTMENT: City Clerk

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

TITLE / ISSUE / REQUEST

Bill 3591 Calling for and establishing the April 6, 2021 Municipal Election

STRATEGIC PLAN GOAL/STRATEGY

4.3.3 Demonstrate our dedication to ethical behavior and transparency

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City Charter, Section 9.1, calls for the regular municipal election to be held on the first (1st) Tuesday after the first (1st) Monday in April.

The election will be held on Tuesday, April 6, 2021, for the following officers of the City:

Councilmember Ward 1, two year term: currently held by Dale Jacobson

Councilmember Ward 2, two year term: currently held by Joseph Burke III

Councilmember Ward 3, two year term: currently held by Kevin Barber

Councilmember Ward 4, two year term: currently held by John Berendzen

Candidate filing started Tuesday, Dec. 15, and ends on Tuesday, Jan. 19, 2021.

BILL 3591

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, CALLING FOR AND ESTABLISHING THE DATE OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 6, 2021."

WHEREAS, according to the Raymore City Charter Section 9.1 Municipal Election, the regular municipal election shall be held on the first (1st) Tuesday after the first (1st) Monday in April, or such day as may be mandated by State law.

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

Section 1. The annual election of the officers of the City of Raymore shall be held on the 6th day of April, 2021.

Section 2. That at said election, the following officers shall be elected:

Councilmember (Ward 1)	Term: 2 years
Councilmember (Ward 2)	Term: 2 years
Councilmember (Ward 3)	Term: 2 years
Councilmember (Ward 4)	Term: 2 years

Section 3. The City Clerk of the City of Raymore is directed to comply with the Comprehensive Election Act of 1977 as amended and to give notice as required by law. Candidate filing opened on December 15, 2020, and will close on January 19, 2021.

Section 4. Effective Date. This Ordinance shall become effective after its passage and approval and any parts of other Ordinances in conflict are hereby repealed.

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

DULY READ THE FIRST TIME THIS 21ST DAY OF DECEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF JANUARY, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Dec. 15, 2020

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

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

TITLE / ISSUE / REQUEST

Bill 3595 - Authorizing and Directing Submission of Use Tax to the Voters

STRATEGIC PLAN GOAL/STRATEGY

Goal 4.3.1 Develop/implement long-term funding strategies to support City operations.

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Bill 3595 would seek to place the following question on the April 6, 2021, ballot for consideration by the registered voters of Raymore, Missouri:

"Shall the City of Raymore, Missouri impose a local use tax at the same rate as the total local sales tax rate, currently 2.50%, provided that, if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action? A use tax return shall not be required to be filed by persons whose purchases from out-of-state vendors do not in total exceed two thousand dollars in any calendar year.

YES NO

If you are in favor of the question, darken the oval opposite YES. If you are opposed to the question, darken the oval opposite NO."

The use tax is authorized by Section 144.757 of the Revised Statutes of Missouri and is already collected by the state and numerous surrounding municipalities.

If the question is approved, the City of Raymore would begin collecting a use tax from sales made to Raymore buyers by online and out-of-state vendors that are not currently taxed. The funds derived from the use tax will fund municipal costs and expenses associated with the hiring of new municipal employees in police, parks and recreation and public works.

BILL 3595

ORDINANCE

“AN ORDINANCE AUTHORIZING AND DIRECTING SUBMISSION TO THE VOTERS OF THE CITY OF RAYMORE, MISSOURI AT THE ELECTION OF APRIL 6, 2021, THE PROPOSAL TO AUTHORIZE THE IMPOSITION OF A USE TAX FOR GENERAL REVENUE PURPOSES AT A RATE EQUAL TO THE CURRENT SALES TAX RATE OF 2.50% IN THE CITY OF RAYMORE, MISSOURI.”

WHEREAS, the City of Raymore (“City”) is authorized to impose a local use tax at a rate equal to the rate of the local sales taxes in effect within the City pursuant to Section 144.757, RSMo; and

WHEREAS, the City currently imposes local sales taxes, as defined in Section 32.085 RSMo, at the rate of 2.50% which is comprised of the following:

General sales tax	1.00%
Transportation sales tax	0.50%
Capital improvements sales tax	0.50%
Parks and Recreation & Stormwater sales tax	0.50%

WHEREAS, the City Council desires to submit a ballot question regarding the use tax as authorized by Section 144.757 RSMo, to the qualified voters of City; and

WHEREAS, the City Council intends to appropriate the use tax in the same proportion as the four (4) components of the sales taxes for the general, transportation, capital improvements and parks and recreation & stormwater funds; and

WHEREAS, Section 144.757 RSMo, provides that the use tax may be referred to or described as the equivalent of a sales tax on purchases made from out-of-state sellers by in-state buyers and on certain intra-business transactions.

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

Section 1. There is hereby imposed, subject to approval of a ballot measure as set forth below by the qualified voters, a use tax as authorized by Section 144.757 RSMo.

Section 2. An election is hereby ordered to be held in the City of Raymore, Missouri on the public municipal election date of April 6, 2021 on the following question:

Shall the City of Raymore, Missouri impose a local use tax at the same rate as the total local sales tax rate, currently 2.50%, provided that, if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action? A use tax return shall not be required to be filed by persons whose purchases from out-of-state vendors do not in total exceed two thousand dollars in any calendar year.

YES NO

If you are in favor of the question, darken the oval opposite "YES". If you are opposed to the question, darken the oval opposite "NO".

Section 3. If this question is approved, the City of Raymore would begin collecting a use tax from sales made to Raymore buyers by online and out-of-state vendors that are not currently taxed.

Section 4. The form of Notice of Election showing said question, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 5. The City Clerk is hereby authorized and directed to notify the County Clerk of Cass County, Missouri, of the passage of this Ordinance no later than 4:00 P.M. on Tuesday, January 26, 2021, and to include in said notification all of the terms and provisions required by Chapter 115, RSMo, as amended.

Section 6. At said election, the qualified registered voters of the City shall vote at the polling places within the City, as designated by the Clerk of Cass County.

Section 7. The judges and clerks at said election shall be designated by the Clerk of Cass County and said Clerk of Cass County shall conduct the election and cause the result thereof to be certified to the City Council by law.

Section 8. The City Council hereby expresses the intention to appropriate the use tax in the same proportions as the sales tax for the general, transportation, capital improvements, parks and recreation and stormwater funds. The City Council further expresses the intention that, if any of the sales taxes are repealed or the rate thereof is reduced or raised by voter approval, the resulting equivalent use tax rate will be appropriated in the same resulting proposes as the sales tax rates. The intention to appropriate the use tax in the same proportions as the sales taxes imposed by the City shall be subject to budgeting and annual appropriations by the City Council.

Section 9. A full and complete copy of this Ordinance, submitting the above question to the electorate, including a full and complete copy of the ballot language, is on file in the office of the City Clerk of the City of Raymore, Missouri, where the same is open for inspection and copying.

Section 10. 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.

Section 11. Effective Date. The effective date of approval shall be coincidental with the Mayor's signature and attestation by the City Clerk.

DULY READ THE FIRST TIME THIS 21ST DAY OF DECEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS JANUARY 11TH, 2020, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

NOTICE OF ELECTION
CITY OF RAYMORE, MISSOURI

Notice is hereby given to the qualified voters of the City of Raymore, Missouri that the City Council has called an election to be held on April 6, 2021, commencing at 6:00 a.m. and closing at 7:00 p.m., on the question contained in the following sample ballot:

OFFICIAL BALLOT
ELECTION - APRIL 6, 2021
CITY OF RAYMORE, MISSOURI

Shall the City of Raymore, Missouri impose a local use tax at the same rate as the total local sales tax rate, currently 2.50%, provided that, if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action? A use tax return shall not be required to be filed by persons whose purchases from out-of-state vendors do not in total exceed two thousand dollars in any calendar year.

YES NO

If you are in favor of the question, darken the oval opposite "YES". If you are opposed to the question, darken the oval opposite "NO".

The election will be held at the following polling places in the City:

PRECINCT	POLLING PLACE
_____	_____
_____	_____
_____	_____
_____	_____

Dated: _____, 20____

Cass County Clerk