



AGENDA

Raymore City Council Regular Meeting
Centerview – 227 Municipal Circle
Harrelson Hall
Monday, February 22, 2021
7:00 p.m.

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

In consideration 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 Centerview 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. Communications Report
 - D. Comprehensive Plan (pg 11)
 - E. City Clerk Report - Missouri Ethics Commission (pg 13)
 - F. Monthly Financial Report (pg 15)
- 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, February 8, 2021 (pg 25)

B. Approval of Safety Traffic Enforcement Program (S.T.E.P.)

- Reference: - Agenda Item Information Sheet (pg 31)
- Resolution 21-05, Overtime Hazardous Moving Violation Enforcement (pg 33)
- Resolution 21-06, Overtime DWI Enforcement (pg 35)

These two Resolutions are for a continuation of what is commonly referred to as the City's S.T.E.P. Grant (Safety Traffic Enforcement Program), through the Missouri Division of Traffic and Highway Safety. One Resolution is for the overtime enforcement of hazardous moving violations and the second is for overtime funding for DWI enforcement.

9. Unfinished Business. Second Reading.

A. Budget Amendment: Vehicle and Equipment Replacement Fund

- Reference: - Agenda Item Information Sheet (pg 39)
- Bill 3599 (pg 41)

Staff is recommending advancing the replacement of a large backhoe in the Vehicle & Equipment Replacement Fund. Funds have already been set aside by using funds currently set aside for the new backhoe and for the replacement of a smaller digging apparatus that will be removed from the VERP.

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| <ul style="list-style-type: none">• City Council, 02/08/2021: Approved 8-0 |
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B. Award of Contract: Emergency Generator Maintenance

- Reference: - Agenda Item Information Sheet (pg 43)
- Bill 3600 (pg 45)
- Contract (pg 60)

Staff is recommending the award of contract to Central Power Systems & Services for the City's on-going preventative maintenance of our eight (8) emergency generators.

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| <ul style="list-style-type: none">• City Council, 02/08/2021: Approved 8-0 |
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10. New Business. First Reading.

A. Establishing Stop Signs

Reference: - Agenda Item Information Sheet (pg 81)
- Bill 3602 (pg 83)
- Policy on Installation of Stop Signs (pg 85)

City Council is requested to approve all way stops on South Sunset Lane at Bristol Drive and Country Lane.

B. Ward Road Cost Share Agreement

Reference: - Agenda Item Information Sheet (pg 87)
- Bill 3603 (pg 89)
- Agreement (pg 91)

Staff is recommending approval of a Cooperative Cost-Sharing Agreement with Cass County, Missouri for completion of Ward Road improvements including widening, installation of curbs, gutters and sidewalks, signage and ongoing maintenance. The Agreement contemplates payment of \$800,000 by Cass County towards the completion of the \$5,3,43,000 project, the remainder of which is being funded by the most recent general obligation bonds approved by the citizens of Raymore.

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

February 2021

ENGINEERING DIVISION

Projects Under Construction

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

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

- 108 City Hall Work Orders
- 5 Driveway Approach Inspections
- 3 Final ROW Inspections
- 16 Frozen Meters
- 328 Line Locates
- 87 Potholes patched
- 1 Water Meter Replaced
- 18 Sewer Inspections
- 100 Feet of Sewer Camera Inspection
- 11 Sewer Inspections
- 4 Sidewalk Inspection
- 11 Water Inspections
- 86 Shut Offs for Non-Payment
- 1 1" Water Tap
- 11 ¾" Water Taps
- 66 Service Requests Completed
- 10 Snow Events
- 800 Tons of Salt
- 1279 Hours of Overtime for snow and ice control
- Cleared over 3000 lane miles of Streets

MONTHLY REPORT

February 2021

Staff Highlight

Corinne Daut joined the Parks & Recreation Department in January 2021 having started with the Police Department in November of 2018. During her time as a new professional in the field of Parks and Recreation, Corinne has worked through a few career impacting situations including:

- Immediate supervisor left the City during her first month of employment and after a 7 month hiring freeze due to Covid-19, a new Recreation Superintendent was hired.
- A global pandemic completely shut down the department and all programs and events.
- Summer Camp was re-invented to accommodate Covid-19 and social distancing.
- Attended the 2020 MO Parks & Recreation Association (MPRA) annual conference.
- Attended and graduated (via Zoom) from the Lyle E. Beaver Leadership Development Institute sponsored by MPRA.
- Slated to teach a session at the 2021 MPRA in April on “Mandated Reporter, Training the Trainer”.



During this trying time, Corinne took upon herself to find new and innovative ways to continue to serve the community and provide a way of escape or some form of recreation each and every day. From online guitar lessons, virtual scavenger hunts and weekly family trivia, virtual programming has become a reality in the world of parks and recreation. Corinne has also implemented a highly successful and nationally recognized Esports program.

Esports or competitive video gaming is the next big thing to hit parks and recreation. Departments across the nation are looking to add Esports programs, leagues, and tournaments to their offerings. Esports is unlike any other sport as it allows children, adults, all genders and those with disabilities to play together. Raymore Parks and Recreation has become somewhat known as pioneers in bringing Esports to recreation. Since March of 2020, we have run 11 tournaments across four different games and we are currently running our first Fortnite league. Approximately 140 participants have played in our tournaments and leagues. We are members of KC MESA (Kansas City Metro Esports Association), the first and only recreation inter-departmental competitive league in the nation. Every other month, we host a local qualifier tournament in which the top three players advance to the KC MESA regionals tournament representing team Raymore. The Raymore team then competes against Excelsior Springs, Gladstone, Grandview, Lee's Summit, and Smithville.

Corinne has been called upon to assist or consult with dozens of departments across the nation, helping them start up their own programs from California to New York. She is currently working with Malik Diggs (Chandler, AZ) and John Jackson (Cedar Hills, TX) on developing the first Parks and Recreation national league. There are over 20 departments across the nation who are going to be part of the launch. This national league will have participants competing against other city teams and competing in local, regional, and national tournaments online. As these programs grow, so do the opportunities for our participants and citizens. Currently, 14 Missouri colleges offer scholarships for Esports. Our young players can literally put their tournament wins on their resumes and receive scholarships to play for collegiate teams. Corinne also assists in NRPA's (National Recreation and Park Association) student outreach committee using Esports to reach students for NRPA, state associations, and the field. At this time, all tournaments and leagues are held online. Once COVID-19 restrictions ease up, Esports programming will continue with a hybrid of both online and in person events.

The Rink

The Rink at T.B. Hanna Station will close for the season at the end of the day on Sunday, Feb. 28. The following adjust hours of operation will remain in effect through Feb 28:

- Mon-Thursday- closed
- Fridays- 3-7 p.m.
- Saturdays- 1-7 p.m.
- Sundays- noon-6 p.m.

Skate rentals are \$5 per person and are available in sizes from toddler 2 to adult 15.

Private rentals are still available through the week and before and after public skate sessions through Feb. 28.

Learn more and book a private rental at www.raymore.com/skate



Spring Sports - Open Registration

🏈 Registration deadlines are coming up for the youth flag football league for grades K-6 or social league flag football for children in grades 1-4. Register by 5 p.m., Feb. 19.

⚽ Register by 5 p.m., Feb. 19 for spring recreation soccer (U6-U14) or the youth soccer social league for U6-U10!

Practices and games start in late March.

Learn more about our youth sports leagues and register online at www.raymore.com/sports

PHASE	DETAILS	Q1				Q2				Q3			Q4																																								
		JAN				FEB				MAR				APR			MAY			JUN			JULY			AUG			SEPT			OCT			NOV			DEC															
PROJECT WEEK:	PRIMARY RESPONSIBILITY	3	10	17	24	31	7	14	21	28	7	14	21	28	4	11	18	25	2	11	18	25	30	6	13	20	27	4	11	18	25	1	8	15	22	29	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25
1	Overall Project Milestones	- Project Kickoff	Completed 2020																																																		
		- Strategic Goal Review	Completed 2020																																																		
		- Identify Areas for Additional Plans	Completed 2020																																																		
		- Outline Individual Department Updates & ReWrites	Dec																																																		
		- Identify areas where consultant is needed																																																			
		- Outline Timetable for Various Plans																																																			
		- Prep Work																																																			
		- Templates																																																			
		- Deadlines																																																			
		- Set Up Check-ins																																																			
		- Begin Reports																																																			
		- Compile & Review Plans																																																			
		- Consultant Reports MUST be in																																																			
- ReWrites & Changes																																																					
- Board Review/Comment																																																					
- Resident Comment																																																					
SF 1	Community Identity & Connections	IT *IT Plan																																																			
		- incl. Parks & Security																																																			
		C *Communications Plan																																																			
		- incl Wayfinding and Public Art Plan																																																			
SF 2	Safe, Well-Designed & Beautiful Places	C *Marketing Plan																																																			
		F Facilities Master Plan																																																			
		- incl. ADA																																																			
		PW Sanitary Sewer Master Plan																																																			
		PW Storm Sewer Master Plan																																																			
		PW Water Master Plan																																																			
		PW Transportation Master Plan																																																			
		DS Land Use Plan																																																			
		DS Annexation Plan																																																			
		DS GIS Plan																																																			
		PR Parks Plan																																																			
PR Recreation Plan																																																					
PR Trails & Connections Plan																																																					
P Public Safety Plan																																																					
EM Emergency Management Plan																																																					
SF 3	Economic Vitality	ED *Economic Development Plan																																																			
		M *Finance Plan																																																			
		M Capital Improvement Plan																																																			
SF 4	High-Performing Organization	M Record Management Plan																																																			
		M *Human Resources																																																			
		M *Legal Plan																																																			



To: Mayor and Council
From: Erica Hill, City Clerk
Date: February 22, 2021
Re: Missouri Ethics Commission, Personal Financial Disclosure - City staff filing requirements

The City of Raymore adopts an Ordinance on an annual basis to establish certain procedures disclosing potential conflicts of interest with the Missouri Ethics Commission (MEC) for certain officials and candidates for elected offices.

The Ordinance requires the chief administrative officer and chief purchasing officer for the City of Raymore to file a personal financial disclosure form for the previous calendar year by May 1 of the current year, disclosing any potential conflicts.

As outlined in Missouri State Statutes Chapter 105.483(11), this correspondence serves as a statement of compliance that the proper reports have been filed by May 1. All reports are on file in the City Clerk's office and available for public inspection.



FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period January 1, 2021 to January 31, 2021.

January Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

25% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 46.11% 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 21.02%. 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 above straight line budget at 25.79%. City sales taxes are at 26.07% while state shared gasoline and vehicle taxes are at 25.12%.
- Fees and Permit revenues collected are tracking above straight line budget at 86.96%. This is primarily due to the 51 single family residential building permits have been issued out of the 100 budgeted starts. In addition, we have issued 2 commercial building permits and this line item is 634.67% above straight line budget.
- License revenues collected are tracking as expected at 66.75% 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 19.48%. 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 26.90% of straight line budget primarily due to the payment of the siren maintenance contract.

Parks & Recreation Fund

Revenue:

Revenues are at 36.13% of budget 25% 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 25.98% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

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

01 -GENERAL FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
PROPERTY TAXES	0.00	0.00	0.00	1,627,940.00	430,026.77	1,542,259.74	0.00	85,680.26	94.74
FRANCHISE TAXES	0.00	0.00	0.00	2,205,109.00	206,367.15	463,561.33	0.00	1,741,547.67	21.02
SALES TAXES	0.00	0.00	0.00	3,574,758.00	310,266.84	921,851.95	0.00	2,652,906.05	25.79
FEES AND PERMITS	0.00	0.00	0.00	211,305.00	27,998.90	183,759.50	0.00	27,545.50	86.96
LICENSES	0.00	0.00	0.00	123,243.00	18,218.75	82,268.76	0.00	40,974.24	66.75
MUNICIPAL COURT	0.00	0.00	0.00	327,167.00	18,722.18	63,731.77	0.00	263,435.23	19.48
MISCELLANEOUS	0.00	0.00	0.00	494,233.00	9,943.69	74,868.63	0.00	419,364.37	15.15
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,623,988.00	134,832.34	404,497.02	0.00	1,219,490.98	24.91
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	10,187,743.00	1,156,376.62	3,736,798.70	0.00	6,450,944.30	36.68
<u>COVID-19</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	960,360.83	0.00	(960,360.83)	0.00
TOTAL COVID-19	0.00	0.00	0.00	0.00	0.00	960,360.83	0.00	(960,360.83)	0.00
TOTAL REVENUES	0.00	0.00	0.00	10,187,743.00	1,156,376.62	4,697,159.53	0.00	5,490,583.47	46.11
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	401,362.00	8,333.33	326,361.99	0.00	75,000.01	81.31
ADMINISTRATION	0.00	0.00	0.00	1,345,937.67	127,079.49	361,098.61	22,358.88	962,480.18	28.49
INFORMATION TECHNOLOGY	8,739.88	5,705.49	3,034.39	615,336.41	38,010.85	198,312.37	7,233.20	409,790.84	33.40
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	159,934.18	6,626.98	31,024.30	165.54	128,744.34	19.50
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	733,110.25	52,433.03	169,960.15	2,570.21	560,579.89	23.53
ENGINEERING	0.00	0.00	0.00	447,537.61	28,065.19	80,502.08	441.63	366,593.90	18.09
STREETS	10,894.66	10,894.66	0.00	825,133.87	76,242.99	179,369.29	4,082.65	641,681.93	22.23
BUILDING & GROUNDS	0.00	0.00	0.00	354,623.07	20,185.08	67,081.05	3,934.32	283,607.70	20.03
STORMWATER	0.00	0.00	0.00	296,390.87	20,084.35	60,855.15	63.89	235,471.83	20.55
COURT	0.00	0.00	0.00	141,669.74	9,572.70	27,142.47	554.41	113,972.86	19.55
FINANCE	0.00	0.00	0.00	690,877.31	64,435.02	151,958.93	13,785.60	525,132.78	23.99
COMMUNICATIONS	3,467.00	0.00	3,467.00	198,020.46	10,173.11	24,376.14	1,311.95	172,332.37	12.97
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	2,000.00	4,000.00	2,000.00	18,400.00	24.59
POLICE	0.00	0.00	0.00	4,115,076.67	344,518.22	996,908.49	6,979.67	3,111,188.51	24.40
EMERGENCY MANAGEMENT	0.00	0.00	0.00	128,027.91	8,310.58	34,214.70	227.66	93,585.55	26.90
COVID-19	3,290.90	3,290.90	0.00	0.00	3,604.06	29,022.68	(2,180.94)	(26,841.74)	0.00
TOTAL EXPENDITURES	26,392.44	19,891.05	6,501.39	10,477,438.02	819,674.98	2,742,188.40	63,528.67	7,671,720.95	26.78
REVENUES OVER/(UNDER) EXPENDITURES	(26,392.44)	19,891.05	(6,501.39)	(289,695.02)	336,701.64	1,954,971.13	(63,528.67)	(2,181,137.48)	652.91-

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	115,780.47	415,238.28	0.00	19,634.72	95.48
MISCELLANEOUS	0.00	0.00	0.00	11,500.00	143.16	4,119.51	0.00	7,380.49	35.82
FACILITY RENTAL REVENUE	0.00	0.00	0.00	7,350.00	1,240.00	1,845.00	(150.00)	5,655.00	23.06
TRANSFERS - INTERFUND	0.00	0.00	0.00	556,192.00	46,349.33	139,047.99	0.00	417,144.01	25.00
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,009,915.00	163,512.96	560,250.78	(150.00)	449,814.22	55.46
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	65,000.00	0.00	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	8,070.00	10,303.00	0.00	201,667.00	4.86
TOTAL RECREATION DIVISION	0.00	0.00	0.00	309,870.00	8,070.00	10,332.00	0.00	299,538.00	3.33
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	62,125.00	258.00	1,982.75	0.00	60,142.25	3.19
PROGRAM REVENUE	0.00	0.00	0.00	6,600.00	0.00	255.00	0.00	6,345.00	3.86
TOTAL CENTERVIEW	0.00	0.00	0.00	68,725.00	258.00	2,237.75	0.00	66,487.25	3.26
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	2,700.00	0.00	75.00	0.00	2,625.00	2.78
CONCESSION REVENUE	0.00	0.00	0.00	5,400.00	0.00	1.50	0.00	5,398.50	0.03
FACILITY RENTAL REVENUE	0.00	0.00	0.00	9,325.00	40.00	295.00	0.00	9,030.00	3.16
PROGRAM REVENUE	0.00	0.00	0.00	179,740.00	(5,210.00)	145.00	(50.00)	179,935.00	0.11
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	197,165.00	(5,170.00)	226.50	(50.00)	196,988.50	0.09
TOTAL REVENUES	0.00	0.00	0.00	1,585,675.00	166,670.96	573,047.03	(200.00)	1,012,827.97	36.13
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	0.00	0.00	0.00	882,358.50	59,596.54	177,160.99	8,720.69	696,476.82	21.07
RECREATION DIVISION	0.00	0.00	0.00	323,138.50	17,062.05	48,910.62	1,029.35	273,198.53	15.45
CENTERVIEW	0.00	0.00	0.00	92,782.00	3,196.86	13,837.65	36.15	78,908.20	14.95
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	227,674.50	9,636.73	30,372.83	0.00	197,301.67	13.34
TOTAL EXPENDITURES	0.00	0.00	0.00	1,525,953.50	89,492.18	270,282.09	9,786.19	1,245,885.22	18.35
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	59,721.50	77,178.78	302,764.94	(9,986.19)	(233,057.25)	490.24

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	1,540.41	18,394.86	0.00	33,792.14	35.25
UTILITY REVENUE	0.00	0.00	0.00	8,855,967.00	700,775.10	2,297,117.03	0.00	6,558,849.97	25.94
TRANSFERS - INTERFUND	0.00	0.00	0.00	84,525.00	7,043.75	21,131.25	0.00	63,393.75	25.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	8,992,679.00	709,359.26	2,336,643.14	0.00	6,656,035.86	25.98
<u>COVID-19</u>									
<u>SRF SEWER BONDS</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.93	2.15	0.00	(2.15)	0.00
TOTAL SRF SEWER BONDS	0.00	0.00	0.00	0.00	0.93	2.15	0.00	(2.15)	0.00
TOTAL REVENUES	0.00	0.00	0.00	8,992,679.00	709,360.19	2,336,645.29	0.00	6,656,033.71	25.98
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	150,000.00	0.00	450,000.00	25.00
WATER	0.00	0.00	0.00	3,182,078.00	240,220.50	599,077.52	4,115.74	2,578,884.74	18.96
SEWER	0.00	0.00	0.00	3,675,049.50	502,163.80	633,153.87	4,364.01	3,037,531.62	17.35
SOLID WASTE	0.00	0.00	0.00	1,739,728.00	134,856.75	269,669.65	0.00	1,470,058.35	15.50
TOTAL EXPENDITURES	0.00	0.00	0.00	9,196,855.50	927,241.05	1,651,901.04	8,479.75	7,536,474.71	18.05
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	(204,176.50)	(217,880.86)	684,744.25	(8,479.75)	(880,441.00)	331.22-

Investment Monthly Report

Investments Held at 01/31/21

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
12/10/20	1560	CBR	CD		12/04/20	2,000,000.00	2,000,000.00	0.2000	2,000,000.00
12/10/20	1552	CBR	CD		12/10/21	2,500,000.00	2,500,000.00	0.2000	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,125,144.18	2,125,144.18	2.4100	2,125,144.18
06/03/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,016,287.13	1,016,287.13	2.4100	1,016,287.13
09/01/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,102,710.70	1,102,710.70	2.4100	1,102,710.70
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

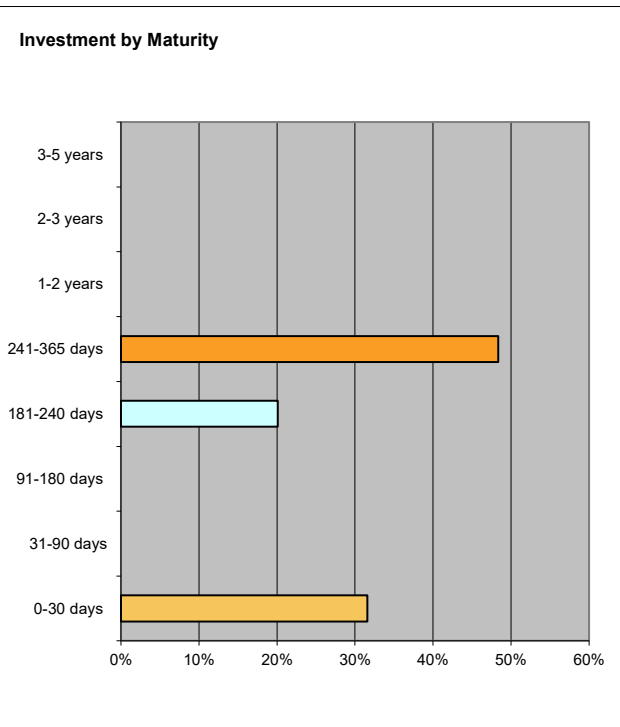
13,443,911.31 13,443,911.31 13,443,911.31

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

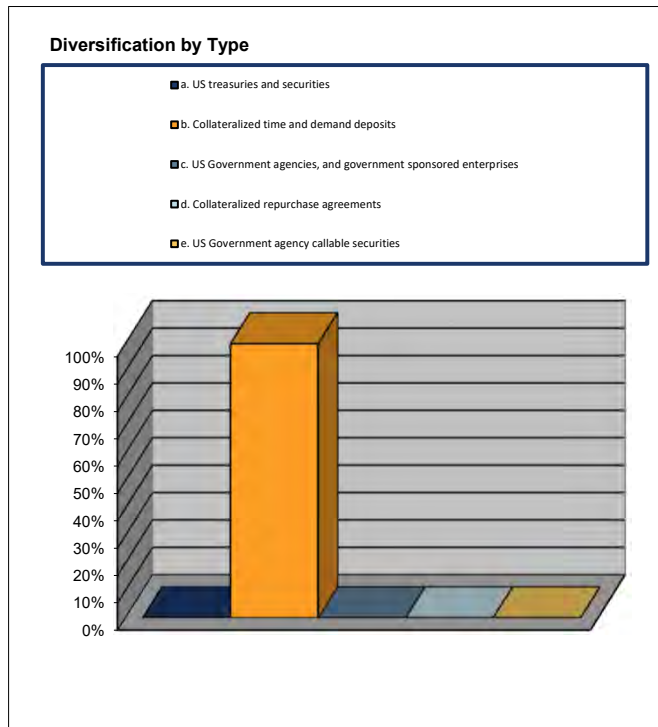
Average Annual Rate of Return: **0.8992**

** 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 Quarter

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
12/05/19	953697	NASB	CD		12/04/20	2,000,000.00	2,000,000.00	1.9000	345
12/09/19	901192	CBR	CD		12/09/20	2,500,000.00	2,500,000.00	1.6500	365

Average Rate of Return on Maturities: **1.76**

January 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	\$3,866.28	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)	\$49,609.56	\$36,814.07	12/31/20
Cares Act - COVID19	Cass County		\$1,124,198	\$1,124,198	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, FEBRUARY 8, 2021 AT CENTERVIEW, 227 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MAYOR TURNBOW PHYSICALLY PRESENT WITH THE FOLLOWING MEMBERS PARTICIPATING VIA ZOOM: COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND. PHYSICALLY PRESENT WERE CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER MIKE EKEY, AND CITY CLERK ERICA HILL. CITY ATTORNEY JONATHAN ZERR PARTICIPATED VIA ZOOM.

1. Call to Order. Mayor Turnbow called the meeting to order at 7:00 p.m.

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

2. Roll Call. City Clerk Erica Hill called roll; quorum present to conduct business. Councilmember Berendzen joined the meeting at 7:01 pm. Councilmember Abdelgawad joined the meeting at 7:02 pm.

3. Pledge of Allegiance.

4. Presentations/Awards.

Mayor Turnbow read a proclamation for the Ray-Pec Sunrise Optimist Club for Optimist Day.

5. Personal Appearances.

6. Staff Reports.

City Manager Jim Feuerborn noted the monthly staff reports for Development Services and Court, and the monthly financial reports were included in the Council packet. He announced items for the March 1 work session and reminded Council there would be no work session on February 15 due to the Presidents' Day holiday.

7. Committee Reports.

8. Consent Agenda.

A. City Council regular meeting minutes, January 25, 2021

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

DISCUSSION: Councilmember Abdelgawad stated she would be abstaining from the vote as she was absent from the January 25 meeting. She noted a correction in the title block of the minutes that listed her as present.

ROLL CALL VOTE:	Councilmember Abdelgawad	Abstain
	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. Show Me Green Sales Tax Holiday

BILL 3598: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, COMMITTING THE CITY OF RAYMORE TO PARTICIPATE IN THE SHOW ME GREEN SALES TAX HOLIDAY IN 2021."

City Clerk Erica Hill conducted the second reading of Bill 3598 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3598 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 3598 as **Raymore City Ordinance 2021-005.**

7. New Business. First Readings.

A. Budget Amendment: Vehicle and Equipment Replacement Fund

BILL 3599: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2021 CAPITAL BUDGET TO PROVIDE FUNDING IN THE VEHICLE AND EQUIPMENT REPLACEMENT FUND."

City Clerk Erica Hill conducted the first reading of Bill 3599 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. Staff is recommending a budget amendment to modify the FY21 Vehicle & Equipment Replacement Plan (VERP). The VERP calls for replacement of combination backhoe/loader in the Public Works Department. The current fund balance for this purchase is \$77,767. The cost of the backhoe/excavator is \$108,838. Staff has performed a comprehensive review of the vehicle and equipment replacement plan (VERP) and has determined that due to low hours and limited use the mini-excavator scheduled for

replacement could be removed from the replacement schedule without adversely impacting our level of service. The funds available for the mini excavator replacement are \$34,479. Although it will be removed from the replacement schedule, the mini-excavator will remain in service until no longer practical. Staff is requesting that the funds set aside for the mini-excavator already be applied to the purchase of the backhoe/loader, which will provide more support for crews in the field.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3599 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. Award of Contract: Emergency Generator Maintenance

BILL 3600: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CENTRAL POWER SYSTEMS & SERVICES FOR PREVENTATIVE EMERGENCY GENERATOR MAINTENANCE AND REPAIRS FOR A THREE-YEAR PERIOD."

City Clerk Erica Hill conducted the first reading of Bill 3600 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. Staff is recommending the award of contract to Central Power Systems & Services for the City's on-going preventative maintenance of our eight (8) emergency generators. The generators provide power to the City's buildings and sewer/lift stations in the event of an emergency power loss. Based on service costs in a variety of areas and references, Central Power proved to be the lowest and best contractor.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3600 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. Award of Contract: HVAC Maintenance

BILL 3601: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MARTIN MECHANICAL CONTRACTORS FOR PREVENTATIVE HVAC MAINTENANCE AND REPAIRS FOR A THREE-YEAR PERIOD."

City Clerk Erica Hill conducted the first reading of Bill 3601 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. Staff is recommending the award of contract to Martin Mechanical Contractors for the City's on-going preventative maintenance of our HVAC in systems. Based on service costs in a variety of areas and references, Martin Mechanical proved to be the lowest and best contractor.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3601 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 expressed their appreciation to the Ray-Pec Sunrise Optimist Club for their work in the community.

Councilmember Barber thanked the Public Works department for their work on keeping the streets clear during the current weather events.

Councilmember Abdelgawad thanked city staff for their work and their clear and effective communications.

Mayor Turnbow thanked the Evergy crews for their work on repairing the power outage on Sunday.

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 7:30 p.m.

Respectfully submitted,

Erica Hill
City Clerk



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 02/22/2021

SUBMITTED BY: Jan Zimmerman

DEPARTMENT: Police

- | | | | |
|------------------------------------|--|---------------------------------------|---|
| <input type="checkbox"/> Ordinance | <input checked="" 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

S.T.E.P. Grants - Hazardous Moving Violations & DWI Enforcement

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date
October 1, 2021

Estimated End Date
September 30, 2022

STAFF RECOMMENDATION

Recommend pursuing funding through the Missouri Division of Traffic & Highway Safety

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Resolution 21-05 - Hazardous Moving Violation Enforcement
Resolution 21-06 - DWI Enforcement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The two attached Resolutions are for a continuation of what is commonly referred to as the City's "S.T.E.P. Grant" (Safety Traffic Enforcement Program), through the Missouri Division of Traffic and Highway Safety. One Resolution is for the overtime enforcement of hazardous moving violations, the other Resolution is for overtime funding for DWI enforcement.

In 1998, the law enforcement agencies of Cass County formed the Safety Traffic Enforcement Program (S.T.E.P.) coalition, by signing a mission statement. Through this organization, multi-jurisdictional enforcement is conducted monthly in an effort to reduce the number of persons killed or injured in motor vehicle crashes.

The majority of the law enforcement agencies involved with S.T.E.P. are small police departments with limited budgets, manpower, and equipment. By combining resources, and with the assistance of the Missouri Division of Traffic and Highway Safety, the agencies are able to operate concentrated enforcement efforts in high crash locations throughout the county.

Cass County ranks 14th in the state for all traffic crashes, 13th for fatal crashes, 15th for major disabling injury crashes, 12th for all speed-related crashes, and 13th for all alcohol-related crashes.

Working together with the Missouri Division of Traffic and Highway Safety, area law enforcement agencies can promote traffic safety and help reduce traffic crashes through this grant.

RESOLUTION 21-05

"A RESOLUTION OF THE RAYMORE CITY COUNCIL STATING INTENT TO SEEK FUNDING THROUGH THE MISSOURI DIVISION OF TRAFFIC AND HIGHWAY SAFETY FOR THE ENFORCEMENT OF HAZARDOUS TRAFFIC VIOLATIONS AND AUTHORIZING THE CITY MANAGER TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING."

WHEREAS, the Raymore Police Department is committed to enhancing the safety of the motoring public and dedicated to providing the citizens of Raymore with quality police services.

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

Section 1. The Raymore City Council desires to participate with the Missouri Division of Traffic and Highway Safety in an effort to enhance traffic safety and reduce traffic crashes.

Section 2. The Missouri Division of Traffic and Highway Safety offers communities monetary assistance by providing overtime funds for the enforcement of hazardous traffic violations affecting traffic safety, in an effort to reduce traffic crashes.

Section 3. The City of Raymore has benefited in the past and continues to benefit from Missouri Division of Traffic and Highway Safety funding for the enforcement of hazardous traffic violations.

Section 4. The City of Raymore intends to continue enforcement efforts to reduce traffic crashes.

Section 5. The City Manager is authorized to prepare and submit the appropriate documents to the Missouri Division of Traffic and Highway Safety in an effort to secure funding to enhance traffic safety and reduce traffic crashes in the City of Raymore.

DULY READ AND PASSED THIS 22nd DAY OF FEBRUARY, 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

RESOLUTION 21-06

"A RESOLUTION OF THE RAYMORE CITY COUNCIL STATING INTENT TO SEEK FUNDING THROUGH THE MISSOURI DIVISION OF TRAFFIC AND HIGHWAY SAFETY FOR THE ENFORCEMENT OF ALCOHOL-RELATED TRAFFIC VIOLATIONS AND AUTHORIZING THE CITY MANAGER TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING."

WHEREAS, the Raymore Police Department is committed to enhancing the safety of the motoring public and dedicated to providing the citizens of Raymore with quality police services.

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

Section 1. The Missouri Division of Traffic and Highway Safety offers monetary assistance by providing overtime funds for the enforcement of drinking and driving laws affecting traffic safety, in an effort to reduce alcohol-related traffic crashes.

Section 2. The City of Raymore has benefited in the past and continues to benefit from Missouri Division of Traffic and Highway Safety funding for the enforcement of alcohol-related traffic violations.

Section 3. The City of Raymore intends to continue enforcement efforts to reduce alcohol-related traffic crashes.

Section 4. The City of Raymore desires to participate with the Missouri Division of Traffic and Highway Safety in an effort to enhance traffic safety and reduce alcohol-related traffic crashes.

Section 5. The City Manager is authorized to prepare and submit the appropriate documents to the Missouri Division of Traffic and Highway Safety in an effort to secure funding to enhance traffic safety and reduce alcohol-related traffic crashes in the City of Raymore.

DULY READ AND PASSED THIS 22nd DAY OF FEBRUARY, 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

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Feb. 8, 2021

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3599 - Budget Amendment Vehicle & Equipment Replacement

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: \$34,479
Amount Budgeted: \$77,767
Funding Source/Account#: VERP (03)

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Staff is recommending a budget amendment to modify the FY21 Vehicle & Equipment Replacement Plan (VERP). The VERP calls for replacement of combination backhoe/loader in the Public Works Department. The current fund balance for this purchase is \$77,767. The cost of the backhoe/excavator is \$108,838.

Staff has performed a comprehensive review of the VERP and has determined that due to low hours and limited use the mini-excavator scheduled for replacement could be removed from the replacement schedule without adversely impacting the our level of service. The funds available for the mini excavator replacement are \$34,479. Although it will be removed from the replacement schedule, the mini-excavator will remain in service until no longer practical. Staff is requesting that the funds set aside for the mini-excavator already be applied to the purchase of the backhoe/loader, which will provide more support for crews in the field.

Budget	Budgeted FY2021	Amendment	Change
VERP Fund (03)	\$77,767	\$108,838	\$34,479
Vehicle & Equipment Replacement			



BILL 3599

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2021 CAPITAL BUDGET TO PROVIDE FUNDING IN THE VEHICLE AND EQUIPMENT REPLACEMENT FUND.”

WHEREAS, a budget amendment to the Fiscal Year 2021 capital budget is necessary to provide the additional funds.

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

Section 1. The City Manager is directed to amend the FY 2021 Budget to fund Vehicle and Equipment Replacement fund as follows:

Budget	Budgeted FY2021	Amendment	Change
VERP Fund (03)	\$77,767	\$108,838	\$34,479
<i>Vehicle & Equipment Replacement</i>			

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

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

DULY READ THE FIRST TIME THIS 8TH DAY OF FEBRUARY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF FEBRUARY, 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: Feb. 2, 2021

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3600 - Award of Contract: Emergency Generator Maintenance and Repairs

STRATEGIC PLAN GOAL/STRATEGY

2.2.1 Develop plans and guidelines that communicate high standards

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
March 1, 2021	March 1, 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid Documents

REVIEWED BY:

ME

BACKGROUND / JUSTIFICATION

Staff is recommending the award of contract to Central Power Systems & Services for the City's on-going preventative maintenance of our eight (8) emergency generators. The generators provide power to the City's buildings and sewer/lift stations in the event of an emergency power loss.

The City received bids from Central Power Systems & Services, Clifford Power, CK Power, Pro Circuit and Nebraska Generators. Based on service costs in a variety of areas and references, Central Power proved to be the lowest and best contractor.

BILL 3600

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CENTRAL POWER SYSTEMS & SERVICES FOR PREVENTATIVE EMERGENCY GENERATOR MAINTENANCE AND REPAIRS FOR A THREE-YEAR PERIOD."

WHEREAS, the City Council has determined that is a Strategic Goal to develop plans that ensure the use of facilities even during an emergency; and

WHEREAS, the eight emergency generators at City facilities serve a critical function; and

WHEREAS, Central Power Systems & Services is recommended by staff to be the best firm to provide this service.

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

Section 1. The City Manager is hereby directed to enter into an agreement with Central Power Systems & Services to provide services in accordance with their submitted proposal and all of the terms and conditions of the agreement attached.

Section 2. Any Ordinance or part thereof which conflicts with this Ordinance shall be null and void.

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

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

DULY READ THE FIRST TIME THIS 8TH DAY OF FEBRUARY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF FEBRUARY, 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

PROPOSAL FORM A
RFP 21-002

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Branden Hopkins having authority to act on behalf of (Company name) Central Power Systems & Services do hereby acknowledge that (Company name) _____ will be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Central Power Systems & Services

ADDRESS: 1900 Plumbers Way Street

ADDRESS: Liberty City MO State 64068 Zip

PHONE: 816-415-6700

E-MAIL: Branden.Hopkins@Cpower.com

DATE: 1/22/2021
(Month-Day-Year)  Service Sales
Signature of Officer/Title

DATE: 1/22/2021
(Month-Day-Year)  Branch Manager
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 21-002

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?
 Yes 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 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 interests with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.
7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
 RFP 21-002

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
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	CERNER INNOVATIONS CAMPUS
ADDRESS	8779 HILLCREST ROAD, KANSAS CITY, MO
CONTACT PERSON	FANK BARTKOWSKI fbartkowski@cerner.com
TELEPHONE NUMBER	816-446-1195
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
	CITY OF LEE'S SUMMIT, MO
CONTACT PERSON	MIKE RYSNER Michael.Rysner@cityofls.net
TELEPHONE NUMBER	816-969-1960

PROJECT, AMOUNT AND DATE COMPLETED	
---	--

COMPANY NAME	
ADDRESS	
	CITY OF BLUE SPRINGS, MO
CONTACT PERSON	JEFF KETCHUM jketchum@bluespringsgov.com
TELEPHONE NUMBER	816-935-2684
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
	CITY OF GRANDVIEW, MO
CONTACT PERSON	KRAIG BRIGGS kbriggs@ci.grandview.mo.us
TELEPHONE NUMBER	816-316-4889
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
	CITY OS PITTSBURG, KS
CONTACT PERSON	LANNY LOGAN lanny.logan@pittks.org
TELEPHONE NUMBER	620-687-7347
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 63 YEARS

State the current number of personnel on staff: OVER 350 COMPANY WIDE

PROPOSAL FORM D
RFP 21-002

Proposal of CENTRAL POWER SYSTEMS & SERVICES, organized and
(Company Name)
Existing under the law of the State of MISSOURI, doing business
as CORPORATION (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 21-002.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 0, 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.

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



ADDENDUM NO. 1
Emergency Generator Preventative Maintenance
Project #21-002

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 - Revised Proposal Tab Attached

1. Proposal tab has been revised to match generator specifications

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 January 25th at 5 p.m.

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

Company Name: Central Power Systems & Services

By: Branden Hopkins

Title: Service Sales

Address: 1900 Plumbers Way

City, State, Zip: Liberty, MO 64068

Date: 1/27/2021 Phone: 816-415-6700

Signature of Bidder: *Branden Hopkins*

ADDENDUM MUST BE SUBMITTED WITH BID

REVISED - BID PROPOSAL FORM E – Project No. 21-002

1. Cost for Preventive Maintenance Services and Supplies: Breakout costs for individual emergency generators below as shown.

Item No.	Description	Unit	Costs 2021	Costs 2022	Costs 2023
1	Preventive maintenance services proposed – Labor and materials included.				
A	City Hall	PM Annually	\$703.00	\$703.00	\$703.00
B	Emergency Management	PM Annually	\$260.00	\$260.00	\$260.00
C	Public Works	PM Annually	\$703.00	\$703.00	\$703.00
D	Kentucky Boost	PM Annually	\$703.00	\$703.00	\$703.00
E	Owen Good Lift	PM Annually	\$1,015.00	\$1,015.00	\$1,015.00
F	White Tail Lift	PM Annually	\$546.00	\$546.00	\$546.00
G	Morning View Lift	PM Annually	\$546.00	\$546.00	\$546.00
H	Public Works Mobile Generator	PM Annually	\$546.00	\$546.00	\$546.00
2	Diagnostic Service Call – maximum charge	Lump sum	\$575.00	\$575.00	\$575.00
3	Repair Services – Emergency/After Hours	Hourly rate	\$217.50	\$217.50	\$217.50
4	Repair Services – Routine Call/Non-Emergency	Hourly rate	\$145.00	\$145.00	\$145.00
5	Repair Services - supplies mark up	At cost + %	30 %	30 %	30 %
6	Repair Services - Travel Charge/Mileage * Please specify flat rate or unit charged	\$145.00 Per hour \$1.75 per mile			

TOTAL COST ANNUAL PREVENTIVE MAINTENANCE FOR ALL GENERATORS:

2021	2022	2023
\$5,022.00	\$5,022.00	\$5,022.00

2. Other Standard Charges per Service Call:

Please list any additional fees which may be charged per service call. Use a separate page if necessary.

Cost of waste disposal

3. Please list any comments, amendments, exclusions, or additions to the scope of services highlighted in your proposed preventive maintenance program:

Please list any additional fees which may be charged per service call. Use a separate page if necessary.

BID
OF: Central Power Systems & Services

(Firm Name)

DATE: 1/27/2021

FORM F
RFP 21-002

SERVICE INFORMATION

Preventive Maintenance Services

A. Company Information

- List your company's legal name, address, and telephone number. Include parent company information if applicable.

CENTRAL POWER SYSYEMS & SERVICES 816-415-6700

- How many technicians will be available to respond to the City's calls?
10
- Are you the preventive maintenance provider for any other organization? If so, please name the organization(s).

Yes, in the thousands

B. Service Response Information

- Explain in detail your firm's warranty on its services.
OEM ON THE PARTS AND 30 DAYS ON WORKMANSHIP
- What are your standard maintenance hours?
7:00AM – 4:30PM
- What is your maximum response time during regular business hours?
2 HOURS
- What is your maximum response time after regular business hours?
4 HOURS
- Is service available 24 hours a day, 7 days per week?
YES
- Do you stock adequate spare parts to meet your service agreement commitments? YES
Explain.



Company ID Number: 211308

Approved by:

Employer Central Power Systems & Services, LLC	
Name (Please Type or Print) Lewis A Paul	Title
Signature Electronically Signed	Date 05/05/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/05/2009



Company ID Number: 211308

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Central Power Systems & Services, LLC
Company Facility Address	9200 Liberty Drive Liberty, MO 64068
Company Alternate Address	
County or Parish	CLAY
Employer Identification Number	480583593
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	10



CITY OF RAYMORE
CONTRACT FOR SERVICES

Preventive Maintenance Services Emergency Generator Systems

Agreement made this **23rd** day of **February, 2021**, between **Central Power Systems & Services**, an entity organized and existing under the laws of the State of Missouri with its principal office located at **1900 Plumbers Way, Liberty, MO 64068**, 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 **February 23, 2021**, 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 21-002 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

Contractor agrees to perform Emergency Generator maintenance services as prescribed in the RFP document. This contract is for services provided in a one year period beginning March 1, 2021 and ending February 28, 2022. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix A.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. 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.

In the event of the Contractor's failure to perform any of the duties as specified in this contract, attachments, and addendums, or to correct an error within the time stipulated and agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

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

Prevailing Wage certified payroll must accompany any invoices that are **not** general maintenance related (i.e. repairs or upgrades).

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

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.

Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

An annual certificate of insurance for worker's compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work. The insurance company providing such coverage shall be satisfactory to the City.

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract.

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of 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, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

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

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

ARTICLE VII RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance 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 type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

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

subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 24) only when there is a repair or upgrade to the systems, not general maintenance. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

ARTICLE XI REQUIRED SAFETY TRAINING

- A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by 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 as required by Section 292.675, RSMo.
- B. 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.
- C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

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" and "C" 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: _____
Erica Hill, City Clerk

(SEAL)

CENTRAL POWER SYSTEMS & SERVICES

By: _____

Title: _____

Attest: _____

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

Preventive Maintenance Services – Emergency Generator Systems

1.0 GENERAL:

The Supplementary Conditions define the Services; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement.

The City of Raymore desires to have an exclusive agreement with a single vendor to provide all preventive maintenance services for its public facility Emergency Generator systems. Staff anticipates structuring the contract on an annual basis with an opportunity for two one-year extensions after the first year; provided that the terms of the agreement remain the same and that both the contractor and the City are satisfied with the agreement. The contract shall include an annual amount for preventive services as well as guaranteed rates for regular and overtime repair services and materials markup.

A full list of covered equipment and their locations is included within this Appendix.

2.0 SCOPE OF WORK:

The work under this contract consists of the following:

CONTRACTOR TO:

1. Technicians on staff must be EGSA Certified Generator Technicians and must wear Company logo uniforms when on site to perform said tasks.
2. Provide all supplies and equipment necessary to perform tasks listed below
3. Track and report to the Building Maintenance Technician all duties performed on generators A-B and report to the Assistant Public Works Director of Operations on generators C-H.
4. Submit copies of maintenance tasking records when invoicing the City
5. Repair any damage to facilities incurred during the performance of prescribed preventive maintenance and/or optional repair services
6. Removal and disposal of any and all waste resulting from such maintenance and/or optional repair services
7. Maintain the work area in a professional manner
8. Notify the City Building Maintenance Technician of any irregularities found on generators A-B and report to the Assistant Public Works Director of Operations on generators C-H.

Contractor shall schedule all preventive maintenance tasks with a minimum of 48 hours notice to the Building Maintenance Technician.

3.0 SPECIAL PROVISIONS:

- 3.1 *Working Hours:* All preventive maintenance work shall occur between 8:00 A.M. and 3:30 P.M. unless expressly authorized in writing by the City.
- 3.2 *Tax Exempt:* This is a Tax Exempt Project

Once per year, the contractor shall inspect the engine, generator, transfer switch on all covered equipment to include (if applicable for that equipment):

ENGINE

Lubrication System

- Draw oil sample at time of Annual PM for independent lab analysis
- Perform complete oil and filter change at time of Annual PM
- Inspect waste oil & filter(s) for visual evidence of dilution or contamination
- Test run engine and inspect for leaks - check all engine controls for proper adjustments

Fuel System - Diesel

- Change engine fuel filter(s) at time of Annual PM
- Inspect fuel supply for quantity and visual contamination
- Inspect fuel supply manifolds for leaks, condition, and security
- Inspect engine fuel lines, pump, and filters for leaks, condition, and security
- Inspect and lubricate governor actuator to rack and ball joints

Fuel System – Gasoline

- Inspect fuel tank leaks, condition, security, and visual contaminants
- Inspect fuel line for leaks, condition, and security
- Inspect fuel shut-off valve (if so equipped) for leaks and proper operation
- Inspect spark plug - clean and gap as needed
- Inspect carburetor for leaks and proper operation - clean and adjust as needed
- Inspect ignition system for condition and proper operation

Air System

- Inspect fixed &/or powered louvers for condition, security, proper operation, and airflow.
- Inspect air filter for condition and security: tighten clamps and brackets as needed.
- Inspect turbo outlet pipes (if so equipped) for condition and security: tighten clamps and brackets as needed
- Service crankcase breathers and air box drains as required

Cooling System

- Change coolant filter at time of annual full service if so equipped

Check coolant level and record freeze protection point
Top-off coolant as needed, up to two (2) gallons per unit per year
Inspect fan, drive bearings, shrouds, guards, and brackets for condition and security
Inspect radiator core for cleanliness, condition, and security
Inspect fan drive belt, idlers, and tensioners for condition, security, and proper track and tension
Inspect coolant hoses and pipes for condition and security, tightening clamps and brackets as needed

Exhaust System

Inspect exhaust pipe and flexes where accessible, tightening clamps and flange bolts as required
Inspect muffler supports & rain cap and operate drains as equipped
Inspect turbocharger clamps and brackets, tightening as required

Engine Electrical System

Inspect starter cables, wire, and connectors for condition and security
Check and record starting battery float voltage check electrolyte level
Check charger for condition and proper operation and output charge rate and voltage
Load test starting battery(s) to 450 amps/cell for 15 seconds and record voltage & RCCA
Inspect electrical control and sensor wire termination, tightening as required
Check operation of jacket water heater, control thermostats, and oil pressure disconnect switch
Inspect all engine protective devices including oil pressure, coolant temperature, overcrank, overspeed shutdowns, and all other applicable devices

GENERATOR END

Mechanical

Lubricate serviceable bearings at least once per year
Inspect mounting bolts and drive flex fastening bolts
Inspect fan guard for condition and security - clean air inlet screen as needed
Inspect mechanical connections for tightness, condition, and security

Electrical

Test run unit to check & record output voltage and frequency with no load - adjust as needed
Output under a load can only be checked with building load or with load bank
Inspect cable wire termination at generator for condition and security
Inspect end bell enclosure for cleanliness and device interference with rotating assembly
Inspect and test generator protective devices (circuit breaker, safeguard breaker)

CONTROLS AND TRANSFER SWITCH

Check operation of auto-start and remote controls – perform load transfer test **ONLY** if approved to do so by site staff
 Check operation of generator set associated indicators, lights, and alarms
 Inspect relays and contacts for excess wear and cleanliness
 Check soundness of linkages and load cables
 Inspect condition of control panel wiring
 Clean inside of closures as needed

Included in the above preventive tasks, at the contractor’s expense are all labor, equipment, and supplies to include oil, belts and hoses. Other materials shall be billed at a cost plus markup rate for policyholders listed in the proposal form. Labor, for repairs in addition to the contract specifications, shall be invoiced at a discounted policyholders’ rate. This discounted rate shall be listed in the contract documents as well as on the proposal form.

Costs and estimates for repairs, outside the scope of the preventive maintenance agreement specifications, shall include labor and parts. The City reserves the right to get second opinions and alternate quotes on repairs to equipment.

ENGINE GENERATOR SET: The following Generators and associated Automatic Transfer Switches (ATS) are covered under this agreement:

SITE	ADDRESS	MAKE	M/N / SPEC	S/N	kW RATING
A. City Hall	100 Municipal Circle	Onan	DFAC-500 6817 / K	A020321014	250
B. Emergency Mgmt	100 Municipal Cir	Honda	EU7000IS	EEJD-1007858	7
C. Public Works	1021 S. Madison	Caterpillar	SR4 / 4P-9903	1JJ00718	250
D. Kentucky Boost	155th & Kentucky	Onan	DFAC-5635019 / M	K030567393	250
E. Owen Good Lift	1840 East 195th	Cummins	DQCB-5936012 / B	K070123629	500
F. White Tail Lift	1599 East 195th	Generac	SD0130-A167.5D18HPY YC	2087955	130
G. Morningview Lift Station	Poseidon Dr & Lucy Webb Rd	Generac	SC0030AG162.4D18HPY Y3 W/ASCO 130 AMP Transfer Switch	3004992409	30
H. Public Works Mobile Generator	Mobile	Generac	MDG75DF4	3004863782	62

4.0 ADDITIONAL INFORMATION

- 4.1 Project is tax exempt.
- 4.2 Working Hours: All preventive maintenance work shall occur between 8:00 A.M. and 3:30 P.M. unless expressly authorized in writing by the City.

CITY OF RAYMORE, MISSOURI
RFP # 21-002

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 Assistant City Manager or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Assistant City Manager 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 February, 2021. Contractor agrees to perform Emergency Generator maintenance services as prescribed in the RFP document. This contract is for services provided in a one year period beginning March 1, 2021 and ending February 28, 2022. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

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

\$2,000,000 Each Occurrence
\$2,000,000 Aggregate

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 24 for Cass County, Missouri, USA.

G. Invoicing and Payment

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services.

Invoices shall be based on the following schedule:

At completion of work – the contractor shall invoice for amounts due on a monthly basis. 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.

Prevailing Wage certified payroll must accompany any invoices that are **not** general maintenance related (i.e. repairs or upgrades).

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

H. Cancellation

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

I. Contractual Disputes

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Building Maintenance Technician for 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*

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 27) only when there is a repair or upgrade to the systems, not general maintenance. 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.

The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) if a worker 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) as described above.

Q. *Permits/Certificates*

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

Certificate copies must be submitted with the RFP, if 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 2020 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 2020 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. *Bid Bond*

A bid bond or certified check from a surety or bank, approved by the Purchasing Specialist, in the amount of \$500.00 must accompany each proposal. Prior approval 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 sixty (60) days after the date of opening of bids.

S. *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.

T. *Release of Information*

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

U. *Affidavit of Work Authorization and Documentation*

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

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

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

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 22, 2021

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3602 - Establishing all way stop signs

STRATEGIC PLAN GOAL/STRATEGY

2.2.2 Create and maintain a well-connected transportation network

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

Stop Sign Policy

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Contractors completed construction to extend Bristol Drive to connect the Brookside Subdivision to the Stonegate Subdivision. This resulted in a change to the traffic patterns at the Sunset/Bristol and Sunset/Country Lane intersections. Sunset Lane and Bristol Drive are classified as Minor Collectors on the City Transportation Plan and Country Lane is considered a Neighborhood Collector that connects to the Evanbrook Neighborhood.

The City's Stop Sign Policy calls for a stop sign to be placed at the intersections of collector streets.

Staff is recommending an all way stop be established South Sunset Lane at Bristol Drive and Country Lane.

BILL 3602

ORDINANCE

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

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

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

Section 1. The following all way stop signs shall be established:

- South Sunset Lane at Bristol Drive
- South Sunset Lane at Country Lane

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

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

DULY READ THE FIRST TIME THIS 22ND DAY OF FEBRUARY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF MARCH, 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 Policy Regarding the Installation of “Stop” Signs

Governing Document Reference:

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

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

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

City of Raymore Policy for Installation:

Two-Way Stop Control:

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

Multi-Way Stop Control:

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

Additional Installation Criteria:

“Stop” signs will automatically be installed under the following conditions:

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

“Stop” signs may be installed for the following situations upon completion of a traffic study or evaluation of a request:

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

“Stop” signs will not be installed:

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

Size of Stop Signs:

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

Signing Standards:

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



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: 02/16/21

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 3603 - Ordinance Authorizing Cost Share Agreement with Cass County

STRATEGIC PLAN GOAL/STRATEGY

2.3.3 - Strengthen development and maintenance of streets, trails & pedestrian paths

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

Cost Sharing Agreement as approved by Cass County.

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Bill 3603 seeks approval of a Cooperative Cost-Sharing Agreement with Cass County, Missouri to complete certain Transportation Improvements to Ward Road.

Under the Agreement, Cass County will pay up to \$800,000 (of the \$5,343,000 anticipate costs) for the completion of transportation improvements to Ward Road. The constructed improvements will include acquisition of right-of-way, road widening, installation of curbs, gutters sidewalks, and the construction of other traffic safety features for Ward Road.

The Agreement also states that following construction Raymore will provide maintenance to Ward Road include snow plowing/treatment, street preservation, street construction, crack and seal patching, mill and overlay (as needed), installation of signage, and installation/maintenance of all affiliated stormwater systems serving the improved portions of Ward Road. The allowance for ongoing maintenance will guarantee that Ward Road is kept in a safe operational condition for the benefit of the citizens of Raymore for the foreseeable future.

Cass County will continue to provide traffic enforcement on Ward Road following the completion of the improvements. It will also enforce any utility franchises, installations or improvements installed within the right-of-way along the improved portions of Ward Road.

BILL 3603

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE COST-SHARING AGREEMENT WITH CASS COUNTY, MISSOURI, FOR THE COMPLETION OF CERTAIN TRANSPORTATION IMPROVEMENTS TO WARD ROAD.”

WHEREAS, Article R-VI, Section 16 of the Constitution of Missouri and Section 70.220 of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the State may cooperate under contract to provide a common service as provided by law; and

WHEREAS, Raymore and Cass County, Missouri (the “Parties”) desire to facilitate certain traffic and transportation improvements along Ward Road (“Transportation Improvements”) which is a growing operational collector street shared by each Parties’ jurisdictional boundaries and will substantially benefit each of the Parties; and

WHEREAS, the Parties have agreed to cooperatively assist with the payment, planning, engineering, construction and/or completion of the Transportation Improvements as identified by this Agreement which will specifically include the payment for right-of-way acquisition, construction of the improvements, and an agreement for ongoing maintenance of the Transportation Improvements by Raymore when completed; and

WHEREAS, Raymore has been authorized by its citizenry to issue general obligation bonds for the payment of infrastructure improvements, including the Transportation Improvements contemplated herein; and

WHEREAS, the Transportation Improvements would not be realized or completed absent a cooperative effort and cost-sharing between the Parties.

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

Section 1. The Mayor is hereby directed to enter into a Cooperative Cost Sharing Agreement with Cass County, Missouri, for the Ward Road Transportation Improvements project.

Section 2. The Mayor, City Manager, and City Clerk are hereby authorized to execute the contract, attached as Exhibit A.

Section 3. The City Manager is authorized to approve change orders for this project within established budget constraints.

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

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

DULY READ THE FIRST TIME THIS 22ND DAY OF FEBRUARY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF MARCH, 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

Certified Copy of Record

STATE OF MISSOURI, }
County of Cass, } ss.

In the County Commission of Cass County, Missouri, at the Jan. Term, 2021, held on the 4 day of February 2021 amongst others, were the following proceedings:


CASS COUNTY, MISSOURI
ORDER NO. 21-02

AN ORDER APPROVING THE COOPERATIVE COST-SHARING AGREEMENT FOR WARD ROAD TRANSPORTATION IMPROVEMENTS WITH THE CITY OF RAYMORE

BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THAT, this Commission hereby approves the COOPERATIVE COST-SHARING AGREEMENT FOR WARD ROAD TRANSPORTATION IMPROVEMENTS, which is attached hereto in its substantial form and incorporated herein, and further authorizes the Presiding Commissioner to execute the same on behalf of Cass County


ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THIS 4 DAY OF Feb, 2021.


Bob Huston
Presiding Commissioner


Monty Kisner
Associate Commissioner
Dist. 1


Ryan Johnson
Associate Commissioner
Dist. 2

ATTEST:


Jeff Fletcher
County Clerk

Dated: 2/4/21



COOPERATIVE COST-SHARING AGREEMENT FOR WARD ROAD TRANSPORTATION IMPROVEMENTS

This Cooperative Cost-Sharing Agreement for Ward Road Transportation Improvements ("Agreement") is made by and between the City of Raymore, Missouri (hereinafter "Raymore") and Cass County, Missouri (hereinafter "Cass County"). Raymore and Cass County being referred to hereinafter collectively as the "Parties".

Recitals

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

WHEREAS, Section 70.220 of the Revised Statutes of Missouri provides that political subdivisions, including counties, cities, towns and villages may enter contracts to jointly exercise their authority to provide common services so long as the subject and purposes of such contract are within the scope of the powers of each participating political subdivision; and

WHEREAS, the Parties desire to facilitate traffic and transportation improvements including road widening, installation of curbs, gutters, sidewalks and other traffic safety features on Ward Road ("Transportation Improvements") which is a growing operational collector street shared by each Parties' jurisdictional boundaries, and will substantially benefit each of the Parties; and

WHEREAS, Raymore has been authorized by its citizenry to issue general obligation bonds for the payment of infrastructure improvements, including the Transportation Improvements contemplated herein and has started the process by retaining the services of a professional appraiser for right-of-way acquisition; and

WHEREAS, the Parties have agreed to cooperatively assist within the payment, planning, engineering, construction and/or completion of the Transportation Improvements as identified by this Agreement which will specifically include the payment for right-of-way acquisition, construction of the improvements and an agreement for ongoing maintenance of the Transportation Improvements when completed; and

WHEREAS, the Transportation Improvements would not be realized or completed absent of a cooperative effort and cost-sharing between the Parties; and

WHEREAS, the City Council of Raymore and the County Commission of Cass County each of whom are Parties to this Agreement deem it to be in their best interests and the interests of their citizenry to enter into this Agreement; and

WHEREAS, the Recitals and introductory paragraphs set forth above are, and for all purposes, shall be interpreted as being an integral part of this Agreement by this reference.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby mutually agree as follows:

Agreement

1. Scope of Agreement. The purpose of this Agreement is to provide for a cooperative effort between the Parties, including but not limited to sharing of the costs, incurred in planning, engineering, right-of-way acquisition, completion and construction of the Transportation Improvements ("Costs"). The section(s) of Ward Road within which the Transportation Improvements are contemplated are visually depicted on Exhibit "A" attached hereto and incorporated by reference herein.

2. Cost-Sharing.

A. Under this Agreement, Raymore shall commit an amount up to and including a total of Four Million Five Hundred Forty-Three Thousand and 00/100 Dollars (\$4,543,000.00) to be utilized towards the Costs, including acquisition costs (expenses, reasonable fees and purchase amounts) of any additional right-of-way required to complete the Transportation improvements, and, once such right-of-way has been acquired, for the Costs of planning, engineering, construction and completion of the Transportation Improvements covering the entire length of Ward Road as identified on Exhibit "A".

B. Under this Agreement, Cass County shall commit an amount up to and including a total of Eight Hundred Thousand and 00/100 Dollars (\$800,000.00) to be utilized towards the Costs of and completion of the Transportation Improvements covering the entire length of Ward Road as identified on Exhibit "A", which the payment of said Costs shall be paid to Raymore pursuant to the terms of this Agreement.

C. Payment by Cass County to Raymore of their share of the Costs shall be made within thirty (30) days of receipt of Notice from Raymore of the Costs charged by and incurred incrementally as the Transportation Improvements including planning, acquisition, engineering, and construction are completed, provided that Raymore has submitted to Cass County with proposed design and engineering plans of the Transportation Improvements located within the unincorporated portion of Cass County prior to soliciting construction bids, and further provided that Cass County shall have the right to approve, reject, or modify the proposed design of the Transportation Improvements located within the unincorporated portion of Cass County.

D. The cost-sharing contemplated by this Agreement shall be subject to appropriation of funds by Raymore and Cass County.

E. If the Costs of right-of-way acquisition and completion of the Transportation Improvements contemplated herein should exceed the total of \$5,543,000.00, Raymore and Cass County may, but shall not be obligated to, pay more than the agreed proportion of the Costs as provided for in Section 2(A) and 2(B) above. If the Costs should exceed the total of \$5,543,000.00 and Cass County determine not to proceed with further cost-sharing under this Agreement, Raymore, at its sole discretion, may either;

i. Terminate this Agreement thereby relieving the Parties of their obligations of the same, or

ii. Allocate supplemental funding for the Transportation Improvements as may be necessary to complete the same and without requiring further obligations for maintenance as provided for hereinbelow.

3. Obligations of Cass County. Cass County agrees to:

A. Assist with the necessary right-of-way acquisition located outside the corporate limits of Raymore to complete the Transportation Improvements, provided that the initiation and full prosecution of any required legal proceedings for eminent domain shall be the obligation of Raymore and Raymore shall be the sole owner of any right-of-way permanently acquired by eminent domain,

B. Provide Raymore and/or its agents and employees with reasonable access to any easements, rights-of-way, engineering plans and traffic studies maintained by Cass County for the areas included within the anticipated Transportation Improvements,

C. Subject to the appropriation of funds, pay the Costs for completion of the Transportation Improvements up to an amount not to exceed Eight Hundred Thousand and 001/100 Dollars (\$800,000.00) to Raymore within thirty (30) days of receipt of Notice from Raymore of the Costs charged,

D. Comply with all other requirements applicable to Cass County as set forth in this Agreement,

E. Allow Raymore a non-exclusive written and recordable license to utilize Cass County controlled right-of-way to construct the Transportation Improvements and, upon completion, for Raymore to provide snow plowing/treatment and future maintenance of the Transportation Improvements of Ward Road, including all aspects of any existing or future bridge structure,

F. Provide for traffic control as may be necessary during the construction, and upon completion of such Transportation Improvements, continue the provision of traffic enforcement along Ward Road within the area of the Traffic Improvements, and

G. Otherwise control, authorize and enforce any utilities including franchises, installations or improvements installed within the right-of-way along Ward Road and within the area of the Traffic Improvements.

4. **Obligations of Raymore.** Raymore agrees to:

A. Solicit the lowest and best bids (at prevailing wage rates where required by law) for the planning, engineering, construction and completion of the Transportation Improvements,

B. Negotiate contractual obligations (at prevailing wage rates where required by law) for the planning, engineering, construction and completion of the Transportation Improvements,

C. Manage all contracts (including payment schedules, construction deadlines and necessary inspections) for the planning, construction and completion of the Transportation Improvements,

D. Provide Cass County with proposed design and engineering plans of the Transportation Improvements located within the unincorporated portion of Cass County prior to soliciting construction bids.

E. Assist with the necessary right-of-way acquisition required to complete the Transportation Improvements, including but not limited to payments for costs, expenses and acquisition through initiation and full prosecution of any required legal proceedings for condemnation and/or eminent domain,

F. Provide Cass County and/or its agents and employees with reasonable access to any easements, rights-of-way, engineering plans and traffic studies maintained by Raymore for the areas included within the anticipated Transportation Improvements,

G. Subject to the appropriation of funds, pay the Costs for completion of the Transportation Improvements up to an amount not to exceed Four Million Five Hundred Forty-Three Thousand and 00/100 Dollars (\$4,543,000.00),

H. Comply with all other requirements applicable to Cass County as set forth in this Agreement,

I. Receipt for any funds paid by Cass County towards the Costs, arrange for payment of the same to the applicable contractors utilized in the completion of the Transportation Improvements, provide reasonable documentation for waivers of liens, bond or surety claims upon completion of the Transportation Improvements, and provide

Cass County with a full set of as-built construction plans within sixty (60) days of the project's final acceptance,

J. Refund any funds to Cass County which may be refunded, returned or uncharged by the contractors utilized in the completion of the Transportation Improvements,

K. Ensure compliance with any and all competitive bidding processes, requirements and procedures and all applicable federal laws and regulations and the laws and regulation of the State of Missouri imposed upon municipalities,

L. Share all written materials produced, plans and designs provided or produced by Raymore in completing the Transportation Improvements with representatives of Cass County upon request,

M. Require any contractors performing work on the planning, engineering, construction and completion of the Transportation Improvements to perform all work in connection with the completion of their contracts in accordance with all applicable federal, state and local laws,

N. Inspect and oversee any contractors performing work on the Transportation Improvements,

O. Require that all contractors that perform work in connection with the Transportation Improvements to maintain necessary bonding and insurance with applicable law, and require that the names of Raymore and Cass County appear as obligees on any bond(s) securing performance, and payment with regard to any sub-contract entered into,

P. Require any contractors that perform work in connection with the Transportation Improvements to procure and maintain in effect insurance as required for contractors and vendors of Raymore and shall require that such contractors include indemnification of Cass County, and

Q. Provide snow plowing/treatment and future maintenance, including street preservation, street construction, crack and seal patching, mill and overlay as needed, signage installation and maintenance along with maintenance of all affiliated stormwater systems, on the portions of Ward Road that are included within the area of the Transportation Improvements, including all aspects of any existing or future bridge structure.

Miscellaneous Provisions

1. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri without giving effect to Missouri's choice of law provisions. The parties, (A) shall submit exclusively to the jurisdiction of the state and federal courts located in Cass County, Missouri; (B) shall waive any and all objections to jurisdiction and venue; and (C) shall not raise forum non convenience as an objection to the location of any litigation.

2. Waiver. No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties or to declare any of the other parties in default, irrespective of how long such failure continues shall not constitute a waiver by such party of its rights under this Agreement. The Parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the Parties reserve the right to exercise any and all of their rights and remedies under this Agreement irrespective of any waiver granted.

3. License to Use of Right-of-Way. Cass County hereby grants to Raymore, its agents, employees, contractors, engineers, consultants and surveyors, a license to use that portion of the public right-of-way along Ward Road in order to allow for completion of the Transportation Improvements in accordance with the terms of this Agreement. The grant of this license by Cass County to Raymore shall not constitute a conveyance of any interest other than non-exclusive written and recordable license rights in the public right-of-way. The grant of this license by Cass County to Raymore is contingent upon Raymore first providing to Cass County for its approval the proposed design and engineering plans of the Transportation Improvements located within the unincorporated portion of Cass County which said approval and review by Cass County shall not be unreasonably denied or delayed.

4. Modification. This Agreement shall not be amended, modified or cancelled without the written consent of the Parties.

5. Headings; Construction of Agreement. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

6. Severability of Provisions. Except as specifically provided in this Agreement, all of the provision of this Agreement shall be severable. In the event that any portion of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid

provision(s) that it cannot be presumed that the Parties could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the Parties.

7. Audit. Cass County shall have the right to audit this Agreement and all books, documents and records relating to this Agreement and the contracts for the completion of the Transportation Improvements. Raymore shall maintain all its books, documents, plan sets, record drawings and records in hard copy and electronic version relating to this Agreement and any contracts for the completion of the Transportation Improvements during the term of this Agreement and for a period of three (3) years after the date of final payment by Raymore to any contractors performing work on the planning, engineering, construction and completion of the Transportation Improvements. The books, documents and records shall be made available to Cass County within ten (10) days after the written notice of request to inspect the same is made.

8. Assignment. The Parties shall not sell, assign, transfer or otherwise convey any of their rights under this Agreement without the prior and expressed written consent of the other parties. Each party may, at its sole discretion, refuse to consent to any proposed sale, assignment, transfer or other conveyance. Any attempted sale, assignment, transfer, or conveyance in violation of this paragraph shall be void and shall relieve the non-consenting party of any further liability under this Agreement but shall not relieve the violating party of any liability. If a party consents in writing to a sale, assignment, transfer or conveyance, unless specifically stated to the contrary in the consent, it shall not release or discharge the party receiving consent from any duty or responsibility set forth in this Agreement.

9. Conflicts of Interest. Raymore shall certify that none of their officers or employees has, or will have, a direct or indirect financial personal interest in this Agreement, and that no officer or employee of it, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of the Parties.

10. No Partnership. It is expressly understood that the Parties are not now, nor will they be engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in the performance of this Agreement.

11. Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their assigns, transferees and successors in interest, providing none of the Parties may assign this Agreement or the rights or obligations hereunder without the express written consent of the other parties.

12. Representations. The Parties certify that they have the power and authority to execute and deliver this Agreement, to use the funds as contemplated hereby and to perform this Agreement in accordance with its terms.

13. Records of Agreement. The City Clerk of Raymore and the County Clerk of Cass County will be provided an original of the final executed Agreement.

14. Notices. Any notices, correspondence or materials required by this Agreement shall be delivered to the addresses provided as follows:

If to Raymore:

City of Raymore
Attn: Mr. James Feuerborn
City Manager
100 Municipal Circle
Raymore, MO 64083

If to Cass County:

Cass County
Attn: Presiding Commissioner
102 E. Wall St.
Harrisonville, MO 64701

All notices, requests, demands and other communications hereunder (a "Notice") shall be deemed to have been duly given if the same shall be in writing and shall be delivered by a nationally recognized overnight delivery service, with cost borne by the sender (marked by the sender for next business day delivery), or sent by certified United States mail, return receipt requested, postage pre-paid, and addressed as set forth above. Notice given by a nationally recognized overnight delivery service shall be deemed given the next business day after deposit with such delivery service in accordance with the requirements hereof, and Notice given by certified mail shall be deemed given the third (3rd) business day after deposit with the United States Postal Service in accordance with the requirements hereof. A copy of any Notice to a Party shall be contemporaneously provided to any other non-sending parties to this Agreement (if any).

15. Construction of Agreement. No inference in favor of, or against any Party shall be drawn from the fact that counsel for such Party has drafted any portion of this Agreement, each Party having the right to be represented by counsel of that Party's choosing in the negotiation of the terms and conditions of this Agreement.

16. Cooperation. All Parties agree to cooperate (including the execution of any additional documents) necessary to effectuate the terms of this Agreement. The Parties also agree to refrain from unnecessarily prejudicing the position or hindering the ability of any Party to complete their requirements, conditions and obligations under this Agreement.

17. Prohibition of Indirect Action. Any act that the Parties are prohibited from doing directly shall not be done indirectly through an affiliate or by any other indirect means.

18. Attorney Fees. In the event any Party is required to bring an action at law or in equity against any other Party to enforce any of the terms of this Agreement, the losing party hereby agrees to pay to the prevailing Party, reasonable attorney fees, costs and expenses as they may be fixed by the court including reasonable attorney fees, costs and expenses of any appeal.

19. General Indemnification. Raymore's contracts with any contractors receiving any portion of the funds provided by either Cass County and/or Raymore in completing the Transportation Improvements shall require such contractors to defend, indemnify, and hold harmless both Cass County and Raymore and any of its agencies, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorneys' fees arising out of or resulting from any acts or omissions caused in whole or in part by such contractors' their employees, agents, or subcontractors, or others for whom such contractor is legally liable, regardless of whether or not caused in part by any act or omission of Cass County and/or Raymore, their agencies, officials, officers or employees.

20. Indemnification for Professional Negligence. Raymore's contracts with planners, architects, engineers, appraisers or other professional service providers shall cause each to indemnify and hold harmless Cass County and Raymore and any of their agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts, efforts, or omissions of such architect or engineer, their employees, agents or others for whom such planners, architects, engineers, appraisers or other professional service provider is legally liable, in the performance of professional services.

21. Insurance. Raymore shall require any contractors receiving any portion of the funds provided by either Cass County and/or Raymore in completing the Transportation Improvements to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below.

A. Worker's Compensation coverage as required by statute.

B. Contractor's General Liability which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of the contractors:

i. General Aggregate: In an amount equal to the current Missouri sovereign immunity monetary liability limit for all claims arising out of a single occurrence as set forth in Section 537.610 of the Revised Statutes of Missouri.

ii. Products-Completed Operations Aggregate: \$1,000,000.00.

iii. Personal and Advertising Injury: \$1,000,000.00.

iv. Each occurrence (bodily injury and property damage): In an amount equal to the current Missouri sovereign immunity monetary liability limit as set forth in Section 537.610 of the Revised Statutes of Missouri.

v. Excess or umbrella liability with general aggregate of \$2,000,000.00 and each occurrence of \$2,000,000.00.

C. Automobile Liability: In an amount equal to the current Missouri sovereign immunity monetary liability limit as set forth in Section 537.610 of the Revised Statutes of Missouri for all claims arising out of a single accident or occurrence and for any one person in a single accident or occurrence.

Raymore shall further require, and shall ensure, that Cass County is named as an additional insured on the foregoing insurance policies and shall provide Cass County with certificates of insurance or their equivalent, demonstrating the same.

22. Compliance With Laws. Raymore shall comply with all federal, state and local laws, ordinances and regulations applicable to the Transportation Improvements on Ward Road. Raymore's contracts with any contractor performing work on the Transportation Improvements shall require that they comply with all applicable federal, state and local laws, ordinances and regulations.

23. Term. This Agreement shall begin upon its execution and shall continue until all of the Transportation Improvements are completed subject to the terms and conditions set forth in this Agreement, and subject to continuing obligations undertaken for traffic enforcement, snow plowing/treatment, future maintenance, maintenance of right-of-way and utility franchises, and non-exclusive written and recordable licenses granted herein.

24. Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original, and all such counterparts shall constitute one and the same instrument.

25. Future Appropriations. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by any of the Parties, and subject only to continuing obligations undertaken for traffic enforcement, snow plowing/treatment, future maintenance, maintenance of right-of-way and utility franchises, and non-exclusive written and recordable licenses referenced herein.

26. Default and Remedies. If any party shall be in default or breach of any provision of this Agreement, the other party may terminate this Agreement, suspend its performance and invoke any other legal or equitable remedy after giving the other party written notice and thirty (30) days to correct such default or breach. All rights and remedies granted to each party herein and any other rights and remedies which either party may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that any party may have exercised any remedy without terminating this Agreement shall not impair that party's rights thereafter to

terminate or to exercise any other remedy herein granted or to which that party may be otherwise entitled.

27. Dispute Resolution.

A. In case of a dispute, the party alleged to be injured by breach of this Agreement shall give written notice of claim to the other party of its intent to file a claim or petition for money or other relief. Such notice of claim shall provide details of the alleged breach and the required cure. The written notice shall be submitted within thirty (30) days of the event/action upon which the claim is based.

B. If the dispute is not disposed of by agreement between the Parties, within thirty (30) days after submission of the written notice of claim, the Parties shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to mediate the issue. The parties shall participate in the mediation in good faith, which said mediation shall be non-binding unless a written settlement agreement is reached. Costs of mediation shall be split equally between the parties. Failure of the parties to reach a resolution in mediation shall be a prerequisite to filing suit or initiating further action to resolve the dispute.

C. If mediation is unsuccessful, the parties may, by mutual written agreement, participate in binding arbitration pursuant to the provisions of the American Arbitration Association.

D. If the mediation is unsuccessful and the parties do not agree to participate in arbitration, either party may thereafter file suit and/or seek redress through surety or bond claims. Venue and jurisdiction under this Contract shall be in Circuit Court of Cass County, Missouri at Harrisonville, or the United States Courts, Western District of Missouri. The parties hereby agree to waive jury trial in all claims or disputes which may arise under this Contract.

E. In all cases where a dispute or claim arises, and work on the Transportation Improvements remains incomplete, the Parties agree to carry on with the work and to maintain the progress schedule during the resolution of the dispute or claim under this Agreement, unless otherwise mutually agreed in writing by the Parties.

28. No Waiver of Immunity. Nothing in this Agreement shall constitute or be construed as a waiver of either Party's sovereign immunity.

29. Third Parties. There are no third-party beneficiaries to this Agreement. None of the obligations under this Agreement of either party shall run to or be enforceable by any party other than the parties to this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement the day and year provided next to each of their signature blocks below.

City of Raymore, Missouri

Date:

By: Mayor Kristofer P. Turnbow

ATTEST:

Approved as to form:

City Clerk

City Attorney

Ordinance #: _____

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

Be it remembered, that on the _____ day of _____, 20__ before me, the undersigned notary public in and for said county and state aforesaid, came Kristofer Turnbow, Mayor for the City of Raymore, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation and that said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and acknowledged said instrument to be the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

Cass County, Missouri

2-4-2021

Date:

[Signature]
By: Bob Huston

Presiding Commissioner

ATTEST:

Approved as to form:

[Signature]
County Clerk

[Signature]
County Counselor

Resolution #: _____

res # 21-02

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

Be it remembered, that on the 4 day of Feb, 2021 before me, the undersigned notary public in and for said county and state aforesaid, came Bob Huston, Presiding Commissioner, Cass County, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said county and that said instrument was signed and sealed on behalf of said county by authority of its County Commission and acknowledged said instrument to be the free act and deed of said county.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



[Signature]
Notary Public

My Commission Expires:

8-11-23

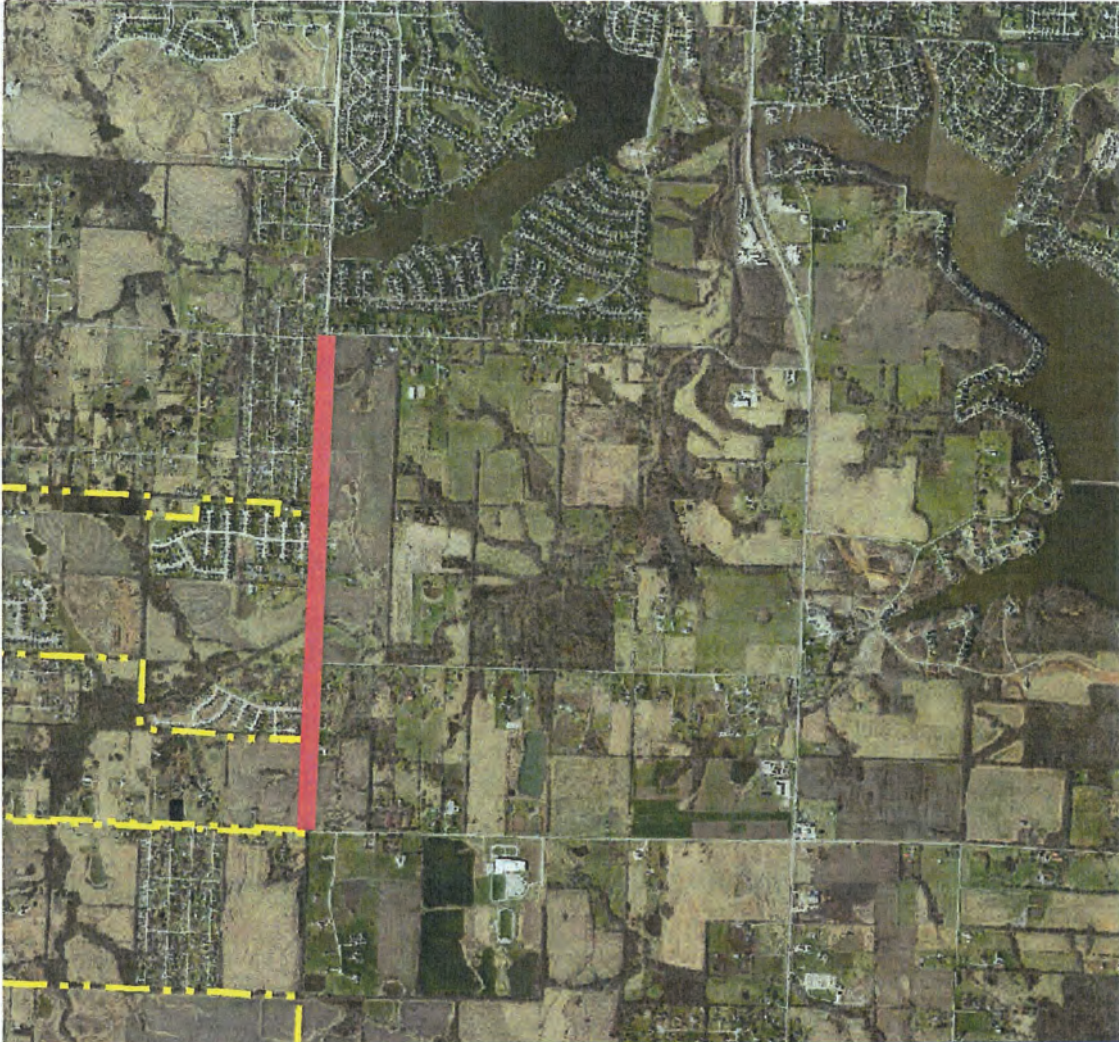


Exhibit A



Date: 1/19/2021