

## **AGENDA**

Raymore City Council Regular Meeting  
City Hall – 100 Municipal Circle  
Monday, March 28, 2022  
7:00 p.m.

**1. Call to Order**

**2. Roll Call**

**3. Pledge of Allegiance**

**4. Presentations/Awards**

**5. Personal Appearances**

- City Auditor – Kim Pearson, Dana F. Cole & Co., FY 2021 Financial Statements (provided to Council under separate cover)

**6. Staff Reports**

- A. Public Works (pg 7)
- B. Parks and Recreation (pg 9)
- C. Communications Report
- D. Comprehensive Plan
- E. Monthly Financial Report (pg 13)

**7. Committee Reports**

**8. Consent Agenda**

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

- A. City Council Meeting Minutes, March 14, 2022 (pg 23)
- B. N. Foxridge Drive Sidewalk Improvement Project - Acceptance and Final Payment

Reference: - Resolution 22-11 (pg 33)

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

## 9. Unfinished Business - Second Reading

### A. Reimbursement Agreement - Triangle 2 LLC and Triangle 4 LLC - Sunset Lane/163rd Street Construction

Reference: - Agenda Item Information Sheet (pg 37)  
- Bill 3701 (pg 39)  
- Reimbursement Agreement (pg 41)  
- Map (pg 48)

Dan Carr, representing Triangle 2, LLC and Triangle 4, LLC, developer of the Park Side Subdivision, desires to proceed with the extension of Sunset Lane and 163rd Street within the subdivision. The road segments were included in the 2020 General Obligation Bond Issue. A reimbursement agreement has been prepared to expedite the construction schedule for the road segments.

- City Council, 3/14/2022: Approved 8-0

## 10. New Business - First Reading

### A. Budget Amendment - J&M Displays

Reference: - Agenda Item Memo (pg 51)  
- Bill 3702 (pg 53)  
- J&M Displays Proposal (pg 55)  
- Park Fund Summary (pg 57)

Staff is presenting the 2022 contract with J&M Displays for the final year of the original agreement. An increase in fees is included in this year's proposal which requires a budget amendment.

- Parks and Recreation Board, 03/22/2022: Approved 5-0

### B. Award of Contract - American Ramp Company

Reference: - Agenda Item Memo (pg 59)  
- Bill 3703 (pg 61)  
- Contract (pg 63)  
- Bid Documents (pg 84)

The 2022 Capital Improvement Plan included a replacement of the current skatepark facility at Recreation park. A recommendation for award of the contract is before the Council.

- Parks and Recreation Board, 03/22/2022: Approved 5-0

C. Award of Contract - TruGreen Limited Partnership

- Reference: - Agenda Item Memo (pg 97)  
- Bill 3704 (pg 99)  
- Contract (pg 101)  
- Bid Documents (pg 117)

Staff has competitively bid the fertilization program for City facilities which include Municipal Circle complex, Centerview and the RAC. A recommendation to award the contract is before the Council.

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| <ul style="list-style-type: none"><li>• Parks and Recreation Board, 03/22/2022: Approved 5-0</li></ul> |
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**11. Public Comments**

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

**12. Mayor/Council Communication**

**13. Adjournment**

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Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 03/21/2022 (pg 133)
  - Parks and Recreation Board Minutes, 02/22/2022 (pg 135)
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**EXECUTIVE SESSION (CLOSED MEETING)**

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

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

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

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



# Staff Reports





## **PUBLIC WORKS MONTHLY REPORT**

**March 2022**

### **ENGINEERING DIVISION**

#### **Projects Advertised for Bid**

Water Storage Tank Inspections

#### **Projects Under Construction**

Centerview Phase II

Johnston Drive Sanitary Sewer Replacement

#### **Projects Under Design**

2021 Inflow and Infiltration correction project

FY 2022 Street Preservation

FY 2022 Curb Replacement

FY 2022 ADA Ramp replacement

FY 2022 Stormwater Improvement

Sunset Lane and Hawkridge Park GO Improvements

#### **Development Under Construction**

- Eastbrook at Creekmoor
- Venue of the Good Ranch
- Oakridge Farms
- Timber Trails 3rd

#### **Developments Under Review**

- Prairie at Carroll Farms
- Edgewater 3rd
- Sendara
- Knoll Estates 2nd

### **OPERATIONS & MAINTENANCE DIVISION**

- 49 City Hall Work Orders
- 6 Driveway Inspections
- 6 Final ROW Inspections
- 313 Locates
- 52 Service Requests
- 28 Sewer Inspection
- 18 Water Inspections
- 15 Sidewalk Inspection
- 24 Water Taps
- 6 Curb Inspection
- Activated new water meters
- Continued quarterly meetings
- Fleet maintenance

- CIP list
- Fixed yards damaged by snow plows
- Water shut offs 3/23/22
- Water turn ons 3/23/22
- Put trash and recycling carts together
- Fixed traffic signal at JHwy & 58Hwy
- Unloaded trucks
- Prepped for inclement weather later this week
- Inspected snow inlets
- 100 ft sewer jetting
- 100ft sewer camering
- Pulled bi-monthly water samples 3/14/22
- Pothole patching
- Pulled bi-monthly water samples 3/21/22
- Dirt works for water breaks
- Seeded yards from water breaks
- Quarterly meetings
- Half day for UCMR5 water sample training
- Changed blade out on all intermediate trucks
- Cleaned vehicles and equipments
- Off loaded meter supplies
- Received pervious salt order and loaded into dome
- Water break in Morningview
- Cleaned street and yard after water break
- Turn ons from shut off list
- Prep snow maintenance vehicles for possible snow event
- Made Salt Brine for snow event
- Salted the streets before and during snow event
- Plowed Streets during snow event
- Ordered 175 tons of salt to restock the dome
- Received pervious salt order and loaded into dome
- Water break on Foxshire Cir
- Cleaned street and yard after water break
- Pulled bi-monthly water samples
- Monthly water shut offs 3/02/22
- Turn ons from shut off list 3/02/22
- Water meter repairs
- Facility maintenance on the crane at Owen Good Lift Station
- Stop sign repairs and replacements around city
- Recycling cart opt out - pick up
- Trash cart - drop off
- Prep snow maintenance vehicles for possible snow event Monday 3/14/22
- Taking inventory of Tap supplies, ordering supplies and stocking storage room

## MONTHLY REPORT

March 2022

### Monthly Highlights

- Development Services and Parks and Recreation Staff met to review changes to the land use plan map and future trails map as part of the work on the City Comprehensive Plan.
- Parks Maintenance crews converted T.B. Hanna Station from winter park operations to summer operations. Work included the breakdown and storage of the Ice Rink at T.B. Hanna Station and converting the Depot into a picnic shelter.
- Recreation Coordinator Corinne Harkins hosted the Spring Craft Show on Saturday, March 12 from 10 a.m.-2 p.m. at the Raymore Activity Center. Over 35 vendors were part of this year's event.
- Several Projects within the Capital Improvement Program or associated with the 2020 No Tax Increase GO Bond projects were active this month.
  - ◆ Skate Park Replacement - In March Park Board will approve a contract that replaces the old amenity at Recreation Park.
  - ◆ Amphitheater Sight & Sound - Parks and Recreation Director Nathan Musteen and Communications Manager Melissa Harmer worked with audio/video consultants to identify the proper equipment. The equipment was purchased in March.
  - ◆ Hawks Nest All-Inclusive Playground - Staff and contractors began coordinating schedules and placed the order for the equipment.
  - ◆ Centerview Phase II - Construction on the boardwalk and trail continues as weather allows. The general landscaping services around the facility began.
  - ◆ West Hawk Ridge Park Improvements - Proposals are due on March 23.
  - ◆ Amphitheater Improvements - Design continues with CFS Engineering. Parks and Recreation Director Nathan Musteen met with consultants on the design of the plaza entrance area.
  - ◆ Interviews for consulting firms for the Centerview Stormwater Improvements and the expansion of the Raymore Activity Center were held in March.





## **Missouri Parks and Recreation Association - 2022 Conference**

Parks and Recreation Director Nathan Musteen, Recreation Superintendent Jimmy Gibbs, Parks Superintendent Steve Rulo and Athletic Coordinator Todd Brennon attend the 2022 MPRA Conference in Springfield, Missouri. Parks and Recreation Director Nathan Musteen participated in a three panel presentation on the award winning T.B. Hanna Station project highlighting the all-inclusive playground and sprayground and overall renovation of the park. Natalie Mackay of Unlimited Play and Todd Polk of CFS Engineers assisted Musteen in telling the story of T.B. Hanna Station.



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**WE ARE HIRING!** Flexible hours, fun atmosphere, great part-time job for anyone 16 years or older.

- Concessions Attendants
- Site Supervisors
- Summer Camp Counselors
- Summer Park Seasonals
- Sports Officials and Referees



We are always looking for Program instructors - got a special skill, talent or desire to teach? Call the Parks and Recreation office for more information on how to offer your program to everyone.

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## **Facility Use for the Month**

### **Centerview**

1 Summit Homes Business Meeting  
Cass County CPR Class  
Garden Club Monthly Meeting  
3 HOA Meeting  
3 Celebration of Life events  
Military Change of Command  
Edwards Jones Luncheon

### **City Internal Usage**

Raymore Police Intel Meeting  
2 Economic Development Meeting  
StormWater Management Plan Meeting  
Cadoret Retirement Luncheon  
2 Architectural Interviews

### **Raymore Activity Center**

Church Youth Group    Dominate Dance Recital

1 Bridge Club Session  
Raymore Chamber of Commerce Luncheon  
Arabian Horse Club Meeting  
Tri-County Art League Meeting  
Retirement Lunch  
Banquet for Sport Coaches

### **Program Usage**

Theater Classes  
E-Sport Tournament  
Sport Meeting/Training  
Bunco  
Dance Classes

### **Picnic Shelters**

4 Shelter Rentals



### Upcoming Events & Activities

Mark your calendars!

March 24: [Friday Food Fest](#)

April 9: [Raymore Unicorn Day](#)

April 16: [Raymore Easter Festival](#)

May 7: [Touch A Truck](#)

Raymore Parks & Recreation presents

## Raymore Unicorn Day



**Saturday, April 9 // Noon-1:30 p.m.**  
**Memorial Park Lions Shelter**

Fee // \$15 per child, + optional add-on of \$10 for Stuff 'n' Fluff unicorn station

Learn more and register by March 25, 5 p.m., at [www.raymore.com/parks](http://www.raymore.com/parks)  
Questions? Email [CHarkins@raymore.com](mailto:CHarkins@raymore.com) or call 816-322-2791.

A green poster for Friday Food Fest. At the top left is the Raymore Parks & Recreation logo. The main title "FRIDAY FOOD FEST" is written in large, white, block letters, with each word on a separate line. The text is overlaid on a collage of photos showing people eating and socializing. Below the title, the date and time "March 25 6-8:30 p.m." and the location "Recreation Park" are listed in white text. At the bottom, three white food truck icons are shown, labeled "FOOD TRUCKS", "LIVE MUSIC", and "FAMILY FUN".

**FRIDAY  
FOOD  
FEST**

**March 25  
6-8:30 p.m.  
Recreation Park**

**FOOD TRUCKS** **LIVE MUSIC** **FAMILY FUN**

A poster for the Easter Festival. The title "EASTER FESTIVAL" is written in a purple, serif font on a white banner with a dotted border. Below the banner, a pink speech bubble says "NEW LOCATION!". The date and location "Saturday, April 16 RECREATION PARK BASEBALL FIELDS" are written in large, bold, pink and blue letters. At the bottom, the address "1011 S. Madison St." is listed in a smaller, blue font.

**EASTER FESTIVAL**

**NEW LOCATION!**

**Saturday, April 16  
RECREATION PARK  
BASEBALL FIELDS**

**1011 S. Madison St.**

A poster for Touch A Truck. The title "TOUCH A TRUCK" is written in large, bold, red letters on a yellow banner. Below the banner, the date and time "May 7 // 9 a.m.-noon" and "9-10 a.m. sensory friendly hour" are listed in blue and red text. The location "Recreation Park" is also listed. Three circular photos show children interacting with various vehicles: a fire truck, a dump truck, and a lift truck. At the bottom, a paragraph of text describes the event as a free open house of large vehicles and equipment trucks, offering a close-up look at fire trucks, dump trucks, lift trucks, and earth movers. It also mentions give-aways for children while supplies last and notes that children and adults with sensitivities to loud noises are invited to join during the 9-10 a.m. sensory friendly hour. The Raymore Parks & Recreation logo is in the bottom right corner.

**TOUCH A TRUCK**

**May 7 // 9 a.m.-noon**  
**9-10 a.m. sensory friendly hour**  
**Recreation Park**

Free open house of large vehicles and equipment trucks! Get up close and personal with fire trucks, dump trucks, lift trucks, earth movers and more. Give aways for children while supplies last. Children and adults with sensitivities to loud noises are invited to join us during the 9-10 a.m. sensory friendly hour!

**RAYMORE**  
parks & recreation



## FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period February 1, 2022 to February 28, 2022.

### February Financial Summary

Some notes regarding this month's summary operating report:

#### General Fund

##### Revenue:

33.33% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 46.91% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been accepted by the Council and final payments have been made.

- Property tax revenues collected are tracking as expected at 99.18%. Staff expects this revenue source to come in at budget.
- Franchise Tax revenues as a whole are tracking at straight line at 33.36%. 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 above straight line budget at 34.33%. City sales taxes are at 34.28% while state shared gasoline and vehicle taxes are at 33.49%.
- Fees and Permit revenues collected are tracking above straight line budget at 71.80%. There are 30 detached single family and 192 attached single family residential building permits issued out of the 150 budgeted starts. In addition, we have issued 11 commercial building permits.
- License revenues collected are tracking as expected at 73.29% of straight line budget. Occupational license revenues collected are tracking ahead of expectation and this is attributed to the ability to complete forms and pay for the license online. 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 13.26%. The court is in the process of transitioning to the Show-Me Court software required by the State of Missouri. 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 Street Department is currently at 36.41% of straight line budget primarily due to the purchase of salt as well as the annual Household Hazardous Waste event that was paid for in February. This event will occur in June.

## Parks & Recreation Fund

### Revenue:

Revenues are at 45.29% of budget 33.33% of the way through the year; normal for this time of 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. Expenditures are expected to increase as the number of programs offered goes up.

## Enterprise Fund

### Revenue:

Utility revenues as a whole are tracking at 33.55% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

### Expenditures:

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

01 -GENERAL FUND  
 FINANCIAL SUMMARY

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

NON-DEPARTMENTAL

PROPERTY TAXES	0.00	0.00	0.00	1,693,079.00	40,629.90	1,679,183.86	0.00	13,895.14	99.18
FRANCHISE TAXES	0.00	0.00	0.00	2,109,554.00	227,526.31	703,847.18	0.00	1,405,706.82	33.36
SALES TAXES	0.00	0.00	0.00	3,849,653.00	323,386.23	1,321,719.67	0.00	2,527,933.33	34.33
FEES AND PERMITS	0.00	0.00	0.00	363,432.00	79,001.90	260,942.17	0.00	102,489.83	71.80
LICENSES	0.00	0.00	0.00	122,312.00	7,694.00	89,638.00	0.00	32,674.00	73.29
MUNICIPAL COURT	0.00	0.00	0.00	343,276.00	6,922.81	45,532.77	0.00	297,743.23	13.26
MISCELLANEOUS	0.00	0.00	0.00	522,151.00	65,224.90	345,991.95	0.00	176,159.05	66.26
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,631,504.00	135,458.67	541,834.68	0.00	1,089,669.32	33.21
<b>TOTAL NON-DEPARTMENTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,634,961.00</b>	<b>885,844.72</b>	<b>4,988,690.28</b>	<b>0.00</b>	<b>5,646,270.72</b>	<b>46.91</b>

COVID-19

<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,634,961.00</b>	<b>885,844.72</b>	<b>4,988,690.28</b>	<b>0.00</b>	<b>5,646,270.72</b>	<b>46.91</b>
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EXPENDITURE SUMMARY

NON-DEPARTMENTAL	0.00	0.00	0.00	476,000.00	8,333.33	33,333.32	0.00	442,666.68	7.00
ADMINISTRATION	0.00	0.00	0.00	1,427,231.00	102,295.13	388,913.89	2,980.83	1,035,336.28	27.46
INFORMATION TECHNOLOGY	1,561.05	478.01	1,083.04	660,828.00	73,485.51	264,545.44	16,091.65	380,190.91	42.47
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	158,219.00	7,866.64	30,520.93	2,595.80	125,102.27	20.93
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	777,974.00	57,420.30	232,909.11	5,669.83	539,395.06	30.67
ENGINEERING	0.00	0.00	0.00	451,616.00	34,082.26	136,678.58	974.45	313,962.97	30.48
STREETS	633.35	0.00	633.35	844,407.52	121,363.69	275,096.75	32,343.65	536,967.12	36.41
BUILDING & GROUNDS	401.79	401.79	0.00	361,933.00	22,781.27	102,329.27	6,158.27	253,445.46	29.97
STORMWATER	0.00	0.00	0.00	310,493.00	21,329.07	85,951.47	352.41	224,189.12	27.80
COURT	0.00	0.00	0.00	132,999.73	7,723.30	31,811.07	23.87	101,164.79	23.94
FINANCE	0.00	0.00	0.00	729,538.00	63,905.73	223,056.32	0.00	506,481.68	30.58
COMMUNICATIONS	0.00	0.00	0.00	218,219.00	8,646.97	54,283.87	1,123.07	162,812.06	25.39
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	2,000.00	6,000.00	2,000.00	16,400.00	32.79
POLICE	0.00	0.00	0.00	4,337,192.00	320,655.09	1,314,361.04	11,981.06	3,010,849.90	30.58
EMERGENCY MANAGEMENT	0.00	0.00	0.00	136,295.00	8,322.28	43,718.97	334.03	92,242.00	32.32
<b>TOTAL EXPENDITURES</b>	<b>2,596.19</b>	<b>879.80</b>	<b>1,716.39</b>	<b>11,047,345.25</b>	<b>860,210.57</b>	<b>3,223,510.03</b>	<b>82,628.92</b>	<b>7,741,206.30</b>	<b>29.93</b>

REVENUES OVER/(UNDER) EXPENDITURES	( 2,596.19)	879.80 (	1,716.39) (	412,384.25)	25,634.15	1,765,180.25 (	82,628.92) (	2,094,935.58)	408.01-
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25 -PARK FUND  
 FINANCIAL SUMMARY

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

NON-DEPARTMENTAL

PARKS DIVISION

PROPERTY TAXES	0.00	0.00	0.00	453,391.00	10,158.22	449,276.62	0.00	4,114.38	99.09
MISCELLANEOUS	0.00	0.00	0.00	12,679.00	69.63	585.96	0.00	12,093.04	4.62
FACILITY RENTAL REVENUE	0.00	0.00	0.00	12,275.00	1,005.00	2,710.00	0.00	9,565.00	22.08
TRANSFERS - INTERFUND	0.00	0.00	0.00	450,000.00	37,500.00	150,000.00	0.00	300,000.00	33.33
<b>TOTAL PARKS DIVISION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>928,345.00</b>	<b>48,732.85</b>	<b>602,572.58</b>	<b>0.00</b>	<b>325,772.42</b>	<b>64.91</b>

RECREATION DIVISION

CONCESSION REVENUE	0.00	0.00	0.00	60,000.00	( 64.50)	20.50	0.00	59,979.50	0.03
FACILITY RENTAL REVENUE	0.00	0.00	0.00	51,850.00	( 172.50)	1,427.50	0.00	50,422.50	2.75
PROGRAM REVENUE	0.00	0.00	0.00	227,250.00	41,205.00	71,415.00	( 195.00)	156,030.00	31.34
<b>TOTAL RECREATION DIVISION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>339,100.00</b>	<b>40,968.00</b>	<b>72,863.00</b>	<b>( 195.00)</b>	<b>266,432.00</b>	<b>21.43</b>

CENTERVIEW

FACILITY RENTAL REVENUE	0.00	0.00	0.00	63,875.00	1,367.50	9,939.39	0.00	53,935.61	15.56
PROGRAM REVENUE	0.00	0.00	0.00	9,600.00	( 245.00)	1,765.00	0.00	7,835.00	18.39
<b>TOTAL CENTERVIEW</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>73,475.00</b>	<b>1,122.50</b>	<b>11,704.39</b>	<b>0.00</b>	<b>61,770.61</b>	<b>15.93</b>

RAYMORE ACTIVITY CENTER

MISCELLANEOUS	0.00	0.00	0.00	1,500.00	264.00	954.00	0.00	546.00	63.60
CONCESSION REVENUE	0.00	0.00	0.00	4,000.00	( 7.50)	( 6.00)	0.00	4,006.00	0.15-
FACILITY RENTAL REVENUE	0.00	0.00	0.00	24,825.00	230.00	1,340.00	0.00	23,485.00	5.40
PROGRAM REVENUE	0.00	0.00	0.00	197,590.00	6,946.00	21,302.00	0.00	176,288.00	10.78
<b>TOTAL RAYMORE ACTIVITY CENTER</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>227,915.00</b>	<b>7,432.50</b>	<b>23,590.00</b>	<b>0.00</b>	<b>204,325.00</b>	<b>10.35</b>

<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,568,835.00</b>	<b>98,255.85</b>	<b>710,729.97</b>	<b>( 195.00)</b>	<b>858,300.03</b>	<b>45.29</b>
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EXPENDITURE SUMMARY

PARKS DIVISION	192.00	0.00	192.00	892,337.50	63,071.80	256,588.55	2,227.04	633,521.91	29.00
RECREATION DIVISION	0.00	0.00	0.00	340,763.50	26,518.77	81,701.08	0.00	259,062.42	23.98
CENTERVIEW	125.00	125.00	0.00	96,106.00	3,740.26	18,092.53	1,423.99	76,589.48	20.31
RAYMORE ACTIVITY CENTER	699.75	699.75	0.00	233,382.50	17,231.65	63,469.30	362.56	169,550.64	27.35
<b>TOTAL EXPENDITURES</b>	<b>1,016.75</b>	<b>824.75</b>	<b>192.00</b>	<b>1,562,589.50</b>	<b>110,562.48</b>	<b>419,851.46</b>	<b>4,013.59</b>	<b>1,138,724.45</b>	<b>27.13</b>

REVENUES OVER/(UNDER) EXPENDITURES	( 1,016.75)	824.75	( 192.00)	6,245.50	( 12,306.63)	290,878.51	( 4,208.59)	( 280,424.42)	4,590.02
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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
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REVENUE SUMMARY

NON-DEPARTMENTAL

MISCELLANEOUS	0.00	0.00	0.00	25,839.00	1,375.96	7,153.00	0.00	18,686.00	27.68
UTILITY REVENUE	0.00	0.00	0.00	9,353,114.00	732,416.64	3,139,327.48	0.00	6,213,786.52	33.56
<b>TOTAL NON-DEPARTMENTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,378,953.00</b>	<b>733,792.60</b>	<b>3,146,480.48</b>	<b>0.00</b>	<b>6,232,472.52</b>	<b>33.55</b>

COVID-19

SRF SEWER BONDS

<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,378,953.00</b>	<b>733,792.60</b>	<b>3,146,480.48</b>	<b>0.00</b>	<b>6,232,472.52</b>	<b>33.55</b>
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EXPENDITURE SUMMARY

NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	199,899.28	0.00	400,100.72	33.32
WATER	46,473.52	29,802.54	16,670.98	3,441,890.52	225,814.66	792,528.50	96,144.23	2,553,217.79	25.82
SEWER	7,613.33	0.00	7,613.33	3,658,172.97	169,787.57	867,881.78	40,547.65	2,749,743.54	24.83
SOLID WASTE	0.00	0.00	0.00	1,880,296.00	142,882.55	428,360.90	0.00	1,451,935.10	22.78

<b>TOTAL EXPENDITURES</b>	<b>54,086.85</b>	<b>29,802.54</b>	<b>24,284.31</b>	<b>9,580,359.49</b>	<b>588,484.78</b>	<b>2,288,670.46</b>	<b>136,691.88</b>	<b>7,154,997.15</b>	<b>25.32</b>
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REVENUES OVER/(UNDER) EXPENDITURES	( 54,086.85)	29,802.54	( 24,284.31)	( 201,406.49)	145,307.82	857,810.02	( 136,691.88)	( 922,524.63)	358.04-
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## Investment Monthly Report

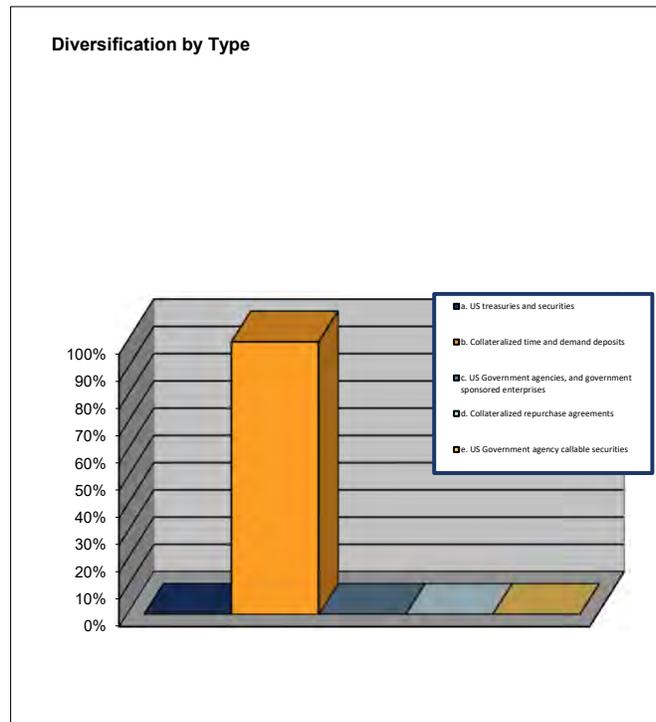
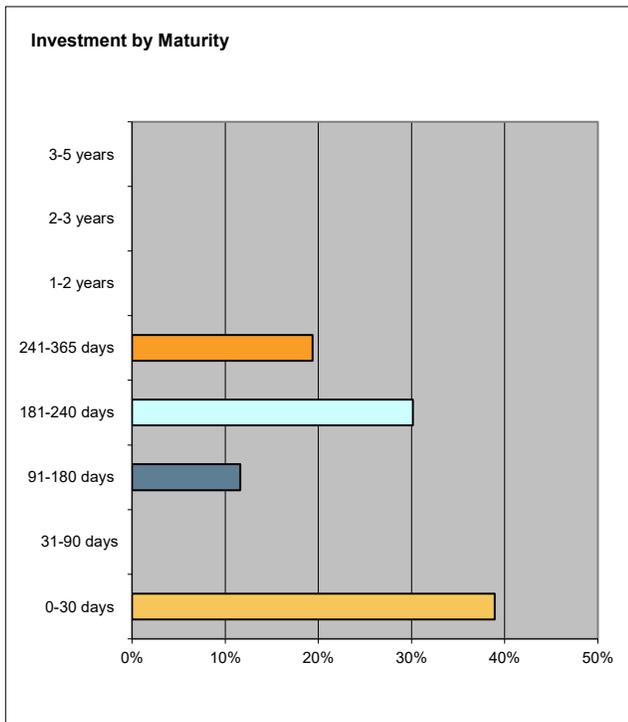
### Investments Held at 02/28/22

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
12/17/21	1936	CBR	CD		12/20/22	2,000,000.00	2,000,000.00	0.4300	2,000,000.00
12/17/21	1944	CBR	CD		12/20/22	2,500,000.00	2,500,000.00	0.4300	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,126,062.93	2,126,062.93	0.0600	2,126,062.93
06/03/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,016,727.08	1,016,727.08	0.0600	1,016,727.08
09/01/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,103,188.06	1,103,188.06	0.0600	1,103,188.06
08/26/21	1036781	NASB	CD		08/26/22	2,000,000.00	2,000,000.00	0.4300	2,000,000.00
08/14/19	901472	CBR	CD	Fund 50	08/25/22	699,769.30	699,769.30	0.2000	699,769.30
09/11/20	901488	CBR	CD		09/11/22	2,004,211.52	2,004,211.52	0.2100	2,004,211.52
10/01/21	1043778	NASB	CD		03/30/22	2,400,000.00	2,400,000.00	0.3900	2,400,000.00
10/01/21	1043760	NASB	CD		10/03/22	5,000,000.00	5,000,000.00	0.4400	5,000,000.00
10/01/21	1043786	NASB	CD		03/30/22	2,400,000.00	2,400,000.00	0.3900	2,400,000.00
<b>Investment Total</b>						<b>23,249,958.89</b>	<b>23,249,958.89</b>		<b>23,249,958.89</b>

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

**Average Annual Rate of Return: 0.3304**

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



### Listing of Investments Matured During the Month

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

## February Grant Summary

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

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
<b>Police:</b>					
State & Community Hwy. Safety Grant - DWI (Oct. 2021 - Sept. 2022)	MoDOT (Traffic & Hwy. Safety Division)	\$7,500 (no match)	\$0.00	\$0.00	09/30/22
State & Community Hwy. Safety Grant - HMV (Oct. 2021 - Sept. 2022)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$0.00	\$0.00	09/30/22
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2021)	DOJ	\$2,141.76 (50% match)	\$0.00	\$0.00	08/31/21
<b>Parks:</b>					
<b>Emergency Management:</b>					
Emergency Mgmt. Performance Grant - 2022 (July 2021 - June 2022)	FEMA	\$51,213.99 (50% match)	\$22,422.59	\$22,422.59	06/30/22
Cares Act - COVID19	Cass County		\$1,124,198	\$1,124,198	12/31/20
American Rescue Plan Act (ARPA)	State of MO - Office of Administration	\$4,478,428.98	\$2,239,214.49	\$2,239,214.49	12/31/26
<b>Community Development:</b>					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/18

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 ON MONDAY, MARCH 14, 2022 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, III, CIRCO, HOLMAN, TOWNSEND, AND WILLS-SCHERZER. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND RECORDING SECRETARY MARGIE SULLIVAN.**

**1. Call to Order**

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

**2. Roll Call**

Recording Secretary Margie Sullivan called roll; quorum present to conduct business.

**3. Pledge of Allegiance**

**4. Presentation/Awards**

Kim Pearson with Dana F. Cole & Co was unable to attend and will present the Fiscal Year 2021 Financial Statements at a future meeting.

**5. Personal Appearances**

**6. Staff Reports**

Development Services Director David Gress provided a review of the staff report included in the Council packet.

Chief of Police Jan Zimmerman asked for a moment of silence in honor of the Joplin police officers who recently lost their lives in the line of duty. She recognized Officer Hornbeck who was chosen as Raymore's CIT Officer of the Year and the Mid-America Crisis Intervention Team Officer of the Year due to exemplary actions involving a Raymore resident.

City Manager Jim Feuerborn announced items for the March 21 work session.

**7. Committee Reports**

**8. Consent Agenda**

**A. City Council Meeting minutes, February 28, 2022**

**B. City Council Special Meeting minutes, March 7, 2022**

Councilmember Townsend requested to consider Items A and B separately.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve Item A of the Consent Agenda.

**DISCUSSION:** None

**VOTE:**

Councilmember Abdelgawad	Aye
Councilmember Barber	Abstain
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye
Councilmember Wills-Scherzer	Aye

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve Item B of the Consent Agenda.

**DISCUSSION:** None

**VOTE:**

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Townsend	Abstain
Councilmember Wills-Scherzer	Aye

## 9. Unfinished Business

### A. On-call Materials Testing Services

**BILL 3693: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GEOTECHNOLOGY INC TO PROVIDE ON-CALL MATERIALS TESTING SERVICES."**

Recording Secretary Margie Sullivan conducted the second reading of Bill 3693 by title only.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3693 by title only.

**DISCUSSION:** None

**VOTE:**

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye

Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye
Councilmember Wills-Scherzer	Aye

Mayor Turnbow announced the motion carried and declared Bill 3693 as **Raymore City Ordinance 2022-020**.

**B. Dean Ave/N Cass Intersection Improvements**

**BILL 3694: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WILSON & COMPANY FOR THE DEAN AVE / N CASS PARKWAY TRAFFIC SIGNAL DESIGN INTERSECTION IMPROVEMENTS PROJECT, CITY PROJECT NUMBER 22-389-301, IN THE AMOUNT OF \$109,830.50 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

Recording Secretary Margie Sullivan conducted the second reading of Bill 3694 by title only.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3694 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

Mayor Turnbow announced the motion carried and declared Bill 3694 as **Raymore City Ordinance 2022-021**.

**C. Brookside Tenth Final Plat - Replat of Tract Y**

**BILL 3695: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE BROOKSIDE TENTH FINAL PLAT - REPLAT OF TRACT Y."**

Recording Secretary Margie Sullivan conducted the second reading of Bill 3695 by title only.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3695 by title only.

**DISCUSSION:** None

**VOTE:**

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye
Councilmember Wills-Scherzer	Aye

Mayor Turnbow announced the motion carried and declared Bill 3695 as **Raymore City Ordinance 2022-022**.

**D. Transfer of Lot 422 in Brookside Tenth Plat to Brookside Builders LLC**

**BILL 3696: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED TO BROOKSIDE BUILDERS LLC FOR LOT 422, BROOKSIDE TENTH FINAL PLAT, A REPLAT OF TRACT X AND TRACT Y."**

Recording Secretary Margie Sullivan conducted the second reading of Bill 3696 by title only.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3696 by title only.

**DISCUSSION:** None

**VOTE:**

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye
Councilmember Wills-Scherzer	Aye

Mayor Turnbow announced the motion carried and declared Bill 3696 as **Raymore City Ordinance 2022-023**.

**E. Transfer of Tract Y to Brookside Builders LLC**

**BILL 3697: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED TO**

**BROOKSIDE BUILDERS LLC FOR TRACT Y, BROOKSIDE TENTH FINAL PLAT, REPLAT OF TRACT Y.”**

Recording Secretary Margie Sullivan conducted the second reading of Bill 3697 by title only.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3697 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

Mayor Turnbow announced the motion carried and declared Bill 3697 as **Raymore City Ordinance 2022-024.**

**F. Item F was removed from the agenda.**

**G. General Obligation Refunding Bonds, Series 2022**

**BILL 3699: “AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF RAYMORE, MISSOURI, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022 AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS BY THE CITY.”**

Recording Secretary Margie Sullivan conducted the second reading of Bill 3699 by title only.

Hannah Schneider, Piper Sandler, announced a successful, competitive sale. The sale saves the City \$171,000. The sale will be finalized upon approval of Bill 3699.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3699 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye

Councilmember Holman           Aye  
Councilmember Townsend        Aye  
Councilmember Wills-Scherzer   Aye

Mayor Turnbow announced the motion carried and declared Bill 3699 as **Raymore City Ordinance 2022-025**.

**10. New Business**

**A. Reimbursement Agreement - Triangle 2 LLC and Triangle 4 LLC - Sunset Lane/163rd Street Construction**

**BILL 3701: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A STREET IMPROVEMENT REIMBURSEMENT AGREEMENT WITH TRIANGLE 2, LLC AND TRIANGLE 4, LLC, TO EXTEND 163RD STREET AND SUNSET LANE."**

Recording Secretary Margie Sullivan conducted the first reading of Bill 3701 by title only.

Development Services Director David Gress provided a review of the staff report included in the Council packet. The 2020 General Obligation Bond Issue included funding for the extension of 163rd Street from its current terminus east to its intersection with Sunset Lane, and the extension of Sunset Lane from 163rd Street south to the current northern terminus of Sunset Lane. The road segments traverse adjacent to and through the proposed Park Side Subdivision, providing access to the subdivision. Dan Carr, the developer of Park Side subdivision, desires to commence construction on the first phase of the subdivision. To provide access to the first phase, Mr. Carr desires to advance the construction of the 163rd Street segment and the portion of Sunset Lane that crosses through the subdivision. The design of these road segments was completed through a reimbursement agreement with Mr. Carr. A reimbursement agreement to advance the schedule for construction of these road segments is now submitted for Council consideration.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3701 by title only.

**DISCUSSION:** None

**VOTE:**           Councilmember Abdelgawad       Aye  
                  Councilmember Barber           Aye  
                  Councilmember Berendzen       Aye  
                  Councilmember Burke, III       Aye  
                  Councilmember Circo            Aye  
                  Councilmember Holman          Aye  
                  Councilmember Townsend        Aye  
                  Councilmember Wills-Scherzer   Aye

## **B. Cass County Crime Coalition Appointment**

### **RESOLUTION 22-10: "A RESOLUTION AUTHORIZING THE MAYOR TO PARTICIPATE AS A MEMBER OF THE CASS COUNTY CRIME COALITION."**

Recording Secretary Margie Sullivan conducted the reading of Resolution 22-10 by title only.

City Manager Jim Feuerborn provided a review of the staff report included in the Council packet. The Cass County Sheriff's Department is spearheading an initiative to provide a "united effort between state, county, and municipal agencies" to fight crime. The first phase of that initiative is to form the Cass County Crime Coalition. The Coalition will consist of the Cass County Commissioners, the Cass County Prosecutor, the Cass County Sheriff, and the Mayors of Municipalities "to act as a facilitator between organizations in an effort to enhance lines of communication between law enforcement, the judicial system, business community, legislators, and the general public". This Resolution authorizes the Mayor to join that Coalition.

Councilmember Holman asked for clarification between this Coalition and existing, similar groups. Mr. Feuerborn stated that phase 2 of this plan would consist of formalizing existing information sharing groups. Chief Zimmerman added that detectives currently meet for intelligence gathering and sharing, and the Police Chiefs meet monthly, as well.

Councilmember Abdelgawad expressed concerns that this organization is a facilitator between law enforcement, the judicial system, business owners, legislators and the general public with the Sheriff being the only actual law enforcement member of the Coalition, and that the organizations being facilitated between are not included at the table.

Mayor Turnbow explained the organization will include a law enforcement angle including analytics and concerns, advisory roles from the members of the Coalition, sub-groups of Police Chiefs, detectives, and other department members. He noted the prosecutors and judges being part of the Coalition to work on building a reputation of a strong criminal justice network throughout the county. The Mayors and other members are more advisory and support roles.

Councilmember Townsend stated the Coalition could add a new level of bureaucracy to those organizations already performing at high levels. He inquired as to who would be in charge of this Coalition, who would fund the eventual staff time to attend meetings in already short staffed departments, and possible travel expenses.

Councilmember Holman stated that from the information presented at the work session on this topic additional information was needed.

**MOTION:** By Councilmember Holman, second by Councilmember Abdelgawad to table Resolution 22-10 until such time as to allow for a work session for further discussion.

**VOTE:** Councilmember Abdelgawad Aye  
Councilmember Barber Aye  
Councilmember Berendzen Aye  
Councilmember Burke, III Nay  
Councilmember Circo Aye  
Councilmember Holman Aye  
Councilmember Townsend Aye  
Councilmember Wills-Scherzer Aye

Mayor Turnbow asked Mr. Feuerborn what the next steps could be for this item. Mr. Feuerborn stated we can ask the Sheriff for more specific information in an upcoming work session.

Discussion ensued.

### **11. Public Comment**

### **12. Mayor/Council Communication**

Mayor Turnbow and Councilmembers congratulated Officer Hornbeck, thanked staff for the savings from the bond sale, and congratulated Mr. Gress on his promotion to Development Services Director.

Councilmember Holman noted a scrivener's error in the March 7 minutes as they did not list Councilmember Barber as present in the title block.

**MOTION:** By Councilmember Holman, second by Councilmember Abdelgawad to adjourn to Executive Session to discuss personnel matters as authorized by §610.021 (3).

**ROLL CALL VOTE:** Councilmember Abdelgawad Aye  
Councilmember Barber Aye  
Councilmember Berendzen Aye  
Councilmember Burke, III Aye  
Councilmember Circo Aye  
Councilmember Holman Aye  
Councilmember Townsend Aye  
Councilmember Wills-Scherzer Aye

The regular meeting of the Raymore City Council adjourned to Executive Session at 7:56 p.m.

### **13. Adjournment**

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

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

The regular meeting of the Raymore Council adjourned at 8:06 p.m.

Respectfully submitted,

Margie Sullivan  
Recording Secretary



**RESOLUTION 22-11**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE N FOXRIDGE DRIVE SIDEWALK IMPROVEMENTS PROJECT."**

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

**WHEREAS,** the Director of Public Works determined the project has been satisfactorily completed in accordance with the project specifications.

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

Section 1. The N Foxridge Drive Sidewalk Improvement Project is accepted.

Section 2. The final payment in the amount of \$5,803.32 is approved.

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

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

**DULY READ AND PASSED THIS 28TH DAY OF MARCH, 2022, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Townsend  
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



# **Unfinished Business**





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

DATE: March 14, 2022

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

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

**TITLE / ISSUE / REQUEST**

Bill 3701: Sunset Lane - Park Side Subdivision Reimbursement

**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
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**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Reimbursement Agreement  
Map

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The 2020 General Obligation Bond Issue included funding for the extension of 163rd Street from its current terminus east to its intersection with Sunset Lane, and the extension of Sunset Lane from 163rd Street south to the current northern terminus of Sunset Lane. The road segments traverse adjacent to and through the proposed Park Side Subdivision, providing access to the subdivision.

Dan Carr, the developer of Park Side subdivision, desires to commence construction on the 1st phase of the subdivision. To provide access to the 1st phase, Mr. Carr desires to advance the construction of the 163rd Street segment and the portion of Sunset Lane that crosses through the subdivision. The design of these road segments was completed through a reimbursement agreement with Mr. Carr. A reimbursement agreement to advance the schedule for construction of these road segments is now submitted for Council consideration.

**BILL 3701**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A STREET IMPROVEMENT REIMBURSEMENT AGREEMENT WITH TRIANGLE 2, LLC AND TRIANGLE 4, LLC, TO EXTEND 163RD STREET AND SUNSET LANE."**

**WHEREAS**, the 2020 General Obligation Bond Issue included funding for the extension of 163rd Street from its current terminus east to its intersection with Sunset Lane, and extend Sunset Lane from 163rd Street south to the southern property line of the Park Side subdivision; and

**WHEREAS**, on November 9, 2020, the City Council of the City of Raymore adopted Ordinance No. 2020-064 authorizing and directing the issuance of \$8.99 million of the voter approved general obligation revenue bonds, a portion of which has been allocated for street construction and improvements to extend 163rd Street and to extend Sunset Lane; and

**WHEREAS**, Triangle 2 LLC and Triangle 4 LLC, desires to construct the extended portion of 163rd Street and Sunset Lane as part of its development of the Park Side residential subdivision, in advance of the City construction schedule; and

**WHEREAS**, it is in the best interest of the City for the extension of 163rd Street and Sunset Lane to be constructed as soon as possible and reimburse Triangle 2 LLC and Triangle 4 LLC, for certain expenses incurred in constructing the extension of 163rd Street and Sunset Lane in advance of the construction dates scheduled by the City, and

**WHEREAS**, the City desires to have the construction of this extended 163rd Street and Sunset Lane advanced, and to provide for reimbursement of up to \$2,450,000 of the construction costs for the same, as budgeted for under the general obligation revenue bond issuance.

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

Section 1. The City Manager is hereby authorized to enter into the Street Improvement Reimbursement Agreement, attached as Exhibit A, with Triangle 2 LLC and Triangle 4 LLC.

Section 2. The City Manager and the City Clerk are authorized to execute the same for and on behalf of the City of Raymore.

Section 3. The City Manager is directed to take all steps necessary and appropriate to effectuate the Street Improvement Reimbursement Agreement and to pay up to, but not exceeding, \$2,450,000.

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

**DULY READ THE FIRST TIME THIS 14TH DAY OF MARCH, 2022.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF MARCH, 2022 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Townsend  
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

STREET IMPROVEMENT  
REIMBURSEMENT AGREEMENT  
Triangle 2, LLC and Triangle 4, LLC  
City of Raymore, Missouri

THIS REIMBURSEMENT AGREEMENT (this "Agreement") is made and entered into as of this 28th day of March, 2022 by and between THE CITY OF RAYMORE, a Missouri municipal corporation and constitutional charter city located in Cass County (the "City") and TRIANGLE 2, LLC and TRIANGLE 4, LLC, having a principal office at 4706 Broadway, Suite 240, Kansas City, Missouri (the "Developer").

RECITALS

A. On the 4<sup>th</sup> day of August, 2020, the citizens of the City of Raymore voted favorably to authorize the issuance of a maximum of \$17.575 million in general obligation revenue bonds for the purpose of acquiring rights-of-way, and constructing, extending and improving streets and roads within or leading to the City, including Sunset Lane and 163rd Street.

B. The Developer desires to construct the extended portion of 163rd Street, from its current terminus east to its intersection with extended Sunset Lane, and to construct Sunset Lane from its intersections with 163rd Street south to the southern property line of the Park Side residential subdivision.

C. The Developer desires to complete the construction of the extended portion of 163rd Street and Sunset Lane in advance of the construction dates scheduled by the City.

D. The City desires to have the construction of this extended 163rd Street and Sunset Lane advanced, and to provide for reimbursement of the construction costs for the same, as budgeted for under the Issued Bonds.

E. It has been determined by the City Council to be in the best interests of the City to reimburse the Developer for construction costs associated with the extension of 163rd Street and Sunset Lane within the Park Side subdivision.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and obligations of the parties hereto being the City and the Developer, each party hereby agree as follows:

1. 163rd Street/Sunset Lane Improvements. The Developer will construct and extend 163rd Street from its current eastern terminus at Churchill Circle to its intersection with the extension of Sunset Lane, and will construct and extend Sunset Lane from its intersection with the extension of 163rd Street south to the southern property line of the Park Side subdivision (the "Road Extension"). The Road Extension will be constructed by the Developer as part of the development of any approved Final Plat of the Park Side residential subdivision.

2. Project Eligibility and Specifications. The Road Extension is included in the 2020 voter approved general obligation revenue bonds, and is currently scheduled to start in FY 2022. The parties have agreed that the construction of the Road Extension in advance of the scheduled City timeline will benefit the City by allowing improved traffic movement, and will benefit the Developer by allowing the continued construction of the Park Side residential subdivision. Based upon the foregoing factors the City has (subject to the conditions and requirements outlined in this Agreement) agreed to reimburse the Developer for the costs of constructing the Road Extension as provided herein. Reimbursement will be provided pursuant to this Agreement provided the construction of the Road Extension meets applicable City standards and is substantially in accordance with the City's final design specifications for the Sunset Lane/163rd Street extensions.

3. Reimbursement. Reimbursement under this Agreement shall be made in a manner consistent with City current policy, and subject to conditions reasonably deemed appropriate by the City including the following:

(i) The cost of the Road Extension has been estimated to be \$2,228,482, exclusive of contingency and without consideration of potential change orders. The amount of reimbursement shall be based upon the actual commercially reasonable construction costs incurred by the Developer in constructing the Road Extension, but shall in no event shall the reimbursement from the City exceed \$2,450,000 as allocated for the Road Extension under the General Obligation Revenue Bonds.

(ii) Per unit construction cost estimates for reimbursable items included in the Road Extension shall be submitted to the City, and are subject to acceptance by the City Engineer, not to be unreasonably withheld or denied. Items not eligible for reimbursement include water and sanitary sewer utilities, and landscaping/streetscape elements notwithstanding that the same may be in public right of way. Items eligible for reimbursement specifically include but are not limited to curb and gutter, storm inlets and pipe serving the roadway, sidewalks, signs, grading, striping, asphalt base, asphalt surface, streetlights and traffic control.

(iii) Developer shall submit monthly reimbursement requests to the City showing work performed and materials provided for construction of the Road Extension, accompanied by proof of payment by Developer and such other documents in support of such reimbursement request as may be reasonably required by the City Engineer. Each reimbursement request shall be deemed approved by the City on the twentieth (20<sup>th</sup>) day after submission to the City unless the City Engineer notifies the Developer in writing within such period of his rejection of such reimbursement request, specifying the reasons therefor. In such event, the Developer shall have the right to submit a revised reimbursement request addressing the basis of the City Engineer's reason(s) for rejection of the initial submission. The City will reimburse the Developer for the amount of each reimbursement request within twenty (20) days after such reimbursement request is approved. The City represents that there are currently sufficient available funds on deposit from the proceeds of the Issued Bonds to pay the reimbursement provided for in this Agreement.

(iv) As a public works project being performed by the Developer, the parties agree that in connection with the construction of the Road Extension, Developer shall:

(a) Be subject to the requirements of the prevailing wage laws, statutes and regulations of Missouri, including but not limited to Section 290.230 of the Revised Statutes of Missouri,

(b) Pay its workers the prevailing wage Order #24 as established for Cass County, Missouri,

(c) Require its contractors and sub-contractors to comply with the requirements of the prevailing wage statutes of Missouri, and

(d) Hold the City harmless and indemnify the City for any violations, damages, allegations and penalties which may be imposed for violations of the prevailing wage laws, statutes and regulations of Missouri.

(v) Interest expenses incurred by the Developer in advancing the construction of the Road Extension will be the sole responsibility of the Developer and will not be reimbursed by the City.

4. Notices. Any notice, demand, or other communication required or permitted by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States certified mail, return receipt requested, postage prepaid, or delivered personally;

(i) In the case of the Developer, to:  
Triangle 2, LLC.  
Triangle 4, LLC.  
% Dan Carr  
4706 Broadway, Suite 240  
Kansas City, MO 64112

(ii) In the case of the City, to:  
  
The City of Raymore  
Attn: City Manager  
100 Municipal Circle  
Raymore, Missouri 64083

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

5. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State of Missouri for all purposes and intents.

6. Entire Agreement: Amendment. The parties agree that this Agreement constitutes the entire agreement on the construction and reimbursement of the costs of the Road Extension. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

7. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

8. City Representatives Not Personally Liable. No official, agent, employee, or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

9. Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, and the obtaining of grants of access to, and easements and rights-of-way as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the signing party as they exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not be obligated to grant, acting as a political subdivision, absent this Agreement.

10. Indemnification and Extent of Liability. The Developer hereby agrees to indemnify and hold harmless the City and its past, present and future employees, officers and agents from any and all claims arising from the construction of the Road Extension by the Developer or its contractors as described in this Agreement. Developer hereby agrees to pay to the City all damages, costs and reasonable attorneys' fees incurred by the City and its employees, officers and agents in defending such claims. At its cost and expense, Developer shall be entitled to engage counsel of its choice and participate in the defense of any such claims and the City agrees to reasonably cooperate with Developer and its counsel in such defense. In no event shall the foregoing indemnity apply to any claim relating to the failure or claimed failure of the City to maintain the Road Extension and improvements after they are completed and accepted by the City.

Developer shall not be liable or required to indemnify the City from the City's inspections, or lack of inspections of the plans and specifications for the Road Extension and improvements, said plans having been contracted for between the Developer and Quist Engineering, Inc. and provided, with permission of the same to the Developer.

11. Authority. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.

12. No Waiver. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Developer must

comply and does not in any way constitute prior approval of any future proposal for development. No part of this Agreement shall be construed to relieve the Developer from installing required improvements related to their development of the Meadowood Phase 3 residential subdivision or any infrastructure improvements for the same in accordance with the City Code of Ordinances as adopted, and as may be otherwise required by the approved engineering plans for the same.

13. Insurance. Developer shall require every person or entity with whom it contracts and who will receive any portion of the funds provided by City herein to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below. Developer shall further require, and shall ensure that City is named as an additional insured and shall provide to City a certificate of insurance, or its equivalent, demonstrating the same.

(i) Workers Compensation coverage as required by statute.

(ii) 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 Developer:

(a) 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 Missouri Revised Statutes section 537.610.

(b) Products-Completed Operations Aggregate:  
\$1,000,000.

(c) Personal and Advertising Injury: \$1,000,000.

(d) Each Occurrence (Bodily Injury and Property Damage): In an amount equal to the current Missouri sovereign immunity monetary liability limit as set forth in Missouri Revised Statutes section 537.610.

(e) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

(f) Excess or Umbrella Liability

(I) General Aggregate: \$2,000,000

(II) Each Occurrence: \$2,000,000

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

Regardless of any approval by City, it is the responsibility of the Developer and every person or

entity receiving any portion of the funds provided by City herein to maintain the required insurance coverage in force at all times. The failure to ensure that the proper insurance is maintained in effect will not relieve the Developer of any contractual obligation or responsibility. In the event the Developer fails to ensure that the required insurance is maintained in effect, City may order that the street improvements contemplated herein immediately stop and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement.

14. Compliance with Laws. Developer and its subcontractors shall comply with all applicable federal, state and local laws, ordinances and regulations.

15. Term. This Agreement shall begin upon its execution and shall continue until all the services to be provided are completed subject to the terms and conditions set forth in this Agreement and acceptance by the City of the extended and newly constructed portion of 163rd Street and Sunset Lane.

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

17. Future appropriations. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by any party beyond the obligation to appropriate from currently sufficient available funds on deposit from the proceeds of the Issued Bonds the amount necessary to pay the reimbursement provided for in this Agreement.

18. Default and Remedies. If a 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 thirty (30) days written notice and opportunity 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 either 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.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE CITY OF RAYMORE, MISSOURI

By: \_\_\_\_\_  
Jim Feuerborn, City Manager

Attest:

\_\_\_\_\_  
Erica Hill, City Clerk

Triangle 2, LLC and Triangle 4, LLC:

By: *Daniel Carr*  
Dan Carr

Attest: *Kristi Stuedle*

*Kristi Stuedle* / Transaction  
Name/Title Manager

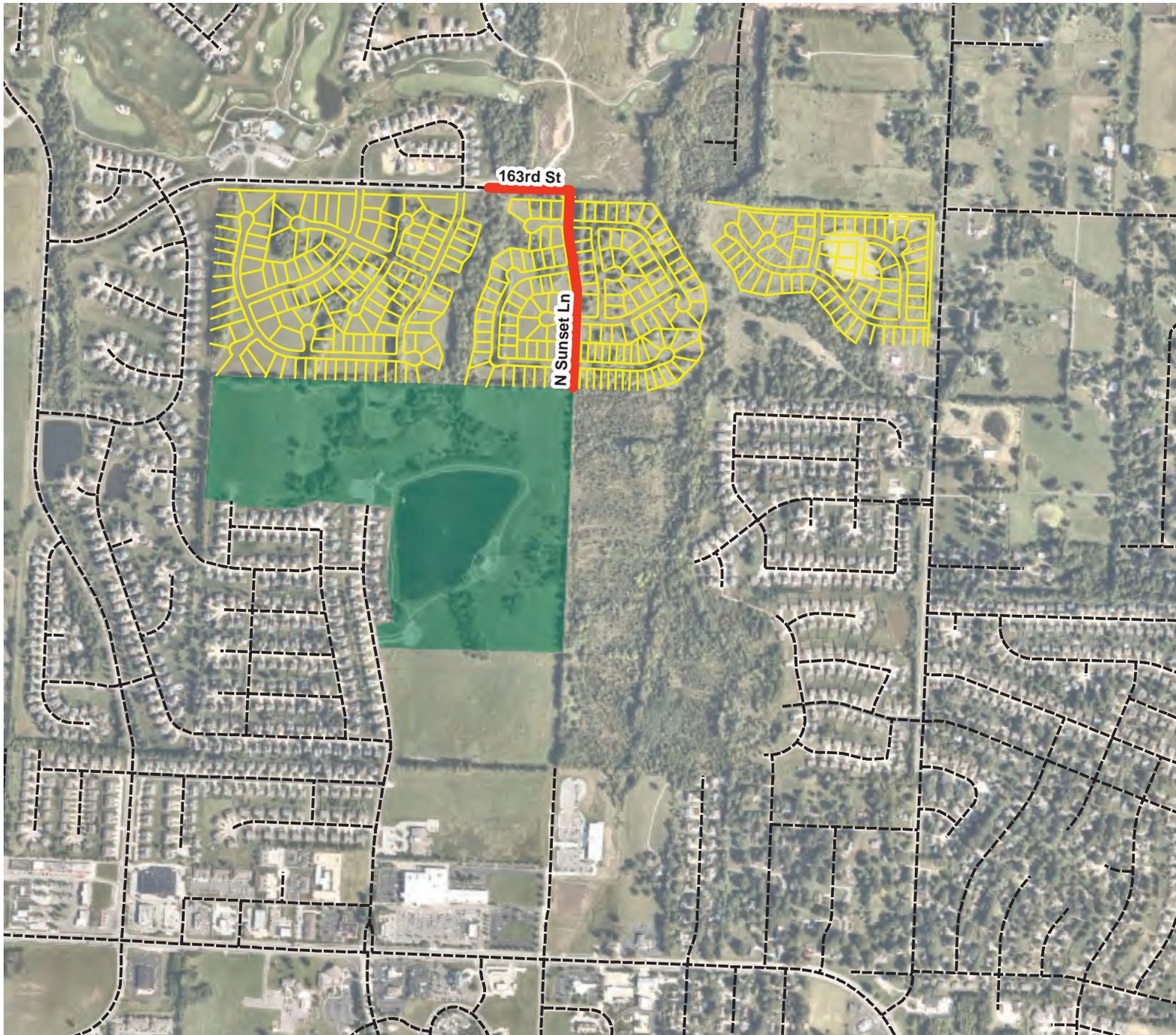


### LEGEND

- Reimbursement  
(163rd St & Sunset Ln)
- Parkside  
(Preliminary Plat)



3/7/2022



# **New Business**





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

DATE: March 28, 2022

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

**TITLE / ISSUE / REQUEST**

Bill 3702 - Budget Amendment, J&M Displays

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 1.1.4: Promote and develop signature events and amenities.

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract: \$5,350.00  
Amount Budgeted: \$16,000  
Funding Source/Account#: Fund 25 / 25-25-9847-0000

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
July 1, 2022	July 1, 2022

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: Parks and Recreation Board  
Date: March 22, 2022  
Action/Vote: 5-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

J&M Displays - Fireworks Agreement 2022  
Park Fund 25 Summary

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

In February 2022, we received notification from J&M Displays that our July 1, 2022, fireworks show would experience a price escalation of approximately 33%. This escalation is due to significant increases in tariffs on goods from China, shipping costs and product prices brought on by the global pandemic.

To receive a show comparable to what Raymore enjoyed in 2021 (16 minute show and same shell count and size), the vendor has indicated that it would require an increased cost of \$5,350. This cost increase brings the 2022 show price to \$21,350 from \$16,000 previously.

Our contract with J&M Displays was for a single year beginning in 2020. Additionally, the City enjoys the right to negotiate two (2) additional one-year renewal periods. This currently places the City and J&M Displays in a negotiation period for the show contract in 2022.

Staff requested alternative options from J&M Displays to detail a show keeping the original budget and size of shells, and options for the original budget with fewer and smaller shells. These options significantly reduces the length of the show and the quality of the display. Our show has typically been a minimum of 16 minutes with a maximum of 3 seconds between shells.

Staff recommends a budget amendment in the amount of \$5,350 to provide the same fireworks display as last year.

**BILL 3702**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO PARK FUND 25 FOR THE 2022 SPIRIT OF AMERICA CELEBRATION."**

**WHEREAS**, the Parks and Recreation Department provides the annual fireworks display at the Spirit of America Celebration event, and;

**WHEREAS**, the Parks and Recreation Department will provide the 2022 display on July 1, and;

**WHEREAS**, an additional \$5,350 is required to offset rising costs for providing this year's display due to logistics and supply-chain issues affecting the vendor.

**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 2022 Budget to reflect the following:

<b>Fund</b>	<b>Budgeted</b>	<b>Amended</b>	<b>Change</b>
Park Fund (25)	\$16,000	\$21,350	\$5,350

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 28TH DAY OF MARCH, 2022.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Townsend  
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



# FIREWORKS DISPLAY AGREEMENT



March 28, 2022  
City Council Meeting  
Page 55 of 138

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and City of Raymore, MO, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$21350.00 \_\_\_\_\_ program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of July 1st, 2022 at approximately 10:00 pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

**1. Firing of Display (check one of the below options):**

- Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.
- Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display.

**2. Payment. The Buyer shall pay to the Seller (check one of the below options):**

- the sum of \$ \_\_\_\_\_ as a down payment upon execution of this Agreement. The balance of \$ \_\_\_\_\_ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within the fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- \$21350.00 \_\_\_\_\_ in full by April 24th 2022 (70 days prior to event date).  
The Buyer will receive the 8% prepayment bonus product in this fireworks display.
- \$ \_\_\_\_\_ in full by \_\_\_\_\_ (30 days prior to event date).  
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

**3. Postponement/Cancellation.** Displays postponed to an alternate date will be charged an additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date.

In the event the display is cancelled and not re-scheduled, J&M Displays, Inc. shall be entitled to 20% of the contract price for out of pocket expenses incurred in preparation for the show.

**4. Rain Date.** Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of 07/02/2022 or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

**5. Insurance.** If Seller is firing the show, Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

**6. Buyer agrees to provide:**

- (a) Sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) Protection of the display area by roping off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Dry, clean sand, if needed, for firing.
- (e) Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display for anything that may have been missed at the night search.
- (f) Necessary local permits.

**7.** No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

**8.** It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement. The Agreement shall not be construed to have been drafted, authored, or written by any specific Party. Rather, the Agreement shall be construed as co-drafted, co-authored, or co-written by the Parties. Therefore, the Agreement shall not be construed against any Party on the claim or basis the Agreement was drafted, written, or authored by any specific Party.

**9.** The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

**10. Excluded Damages and Limitation of Liability.** Except for claims covered by Seller's applicable general liability insurance, notwithstanding any provision to the contrary in this Agreement:

- (a) In no event shall Seller be liable to Buyer or any third party for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.
- (b) In no event shall Seller's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount paid or payable to Seller pursuant to this Agreement.

**11. Choice of Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as provided in paragraph one above. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each Party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: Ted Kallhoff  
J & M Displays, Inc.  
SELLER

BY: \_\_\_\_\_  
BUYER

**Please include the DISPLAY INFORMATION FORM with this Agreement so your order is processed accurately.**

**Parks and Recreation (25)**

	2018-19 Actual	2019-20 Actual	2020-21 Council Adopted	2020-21 Council As Amended	2020-21 Projected	2021-22 Department Requested	2021-22 City Manager Proposed	2021-22 Council Adopted
<b>Fund Balance</b>								
Beginning of Year	461,537	461,351	337,272	431,008	431,008	471,862	471,862	471,862
<b>Revenue Parks</b>								
Property Taxes	403,678	424,420	434,873	434,873	445,579	453,391	453,391	453,391
Miscellaneous Revenues	27,053	11,903	11,500	11,500	26,655	12,679	12,679	12,679
Park Revenues	5,588	4,818	7,350	7,350	10,500	12,275	12,275	12,275
Transfer from General Fund	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Transfer from VERP			56,192	56,192	56,192	-		
Transfer from Parks Sales Tax Fund	350,000	375,000	400,000	400,000	400,000	350,000	350,000	350,000
<b>Revenue Recreation</b>								
Miscellaneous							-	
Programs	255,232	140,320	211,970	211,970	176,938	227,250	227,250	227,250
Facility Rental Revenue	25,304	2,662	32,900	32,900	22,000	51,850	51,850	51,850
Concession Revenue	53,743	19,458	65,000	65,000	40,000	60,000	60,000	60,000
<b>Revenue Centerview</b>								
Facility Rental Revenue	47,390	31,013	62,125	62,125	38,000	63,875	63,875	63,875
Program Revenue	4,095	1,815	6,600	6,600	3,000	9,600	9,600	9,600
<b>Revenue The RAC</b>								
Miscellaneous	174	1,107	2,700	2,700	1,000	1,500	1,500	1,500
Concession Revenue	2,400	800	5,400	5,400	1,200	4,000	4,000	4,000
Facility Rental Revenue	3,968	9,583	9,325	9,325	27,550	24,825	24,825	24,825
Program Revenue	147,000	129,250	179,740	179,740	197,550	197,590	197,590	197,590
<b>Total Revenue</b>	<b>1,425,624</b>	<b>1,252,148</b>	<b>1,585,675</b>	<b>1,585,675</b>	<b>1,546,164</b>	<b>1,568,835</b>	<b>1,568,835</b>	<b>1,568,835</b>
<b>Total Fund Bal &amp; Revenues</b>	<b>1,887,161</b>	<b>1,713,499</b>	<b>1,922,947</b>	<b>2,016,683</b>	<b>1,977,172</b>	<b>2,040,697</b>	<b>2,040,697</b>	<b>2,040,697</b>
<b>Expenditures Parks</b>								
Personnel	479,271	556,989	626,591	627,247	627,247	643,737	643,737	643,737
Commodities	19,670	20,946	21,710	21,710	20,956	25,385	25,385	25,385
Maintenance & Repairs	50,886	48,215	45,750	46,150	46,087	50,400	50,400	50,400
Utilities	40,910	45,993	49,059	49,059	49,059	49,119	49,119	49,119
Contractual	76,481	71,149	73,689	73,689	72,580	76,895	76,895	76,895
Capital Outlay	-	-	3,500	3,500	3,500	4,900	4,900	4,900
Transfers/Miscellaneous	48,366	50,650	62,060	62,060	62,060	41,902	41,902	41,902
<b>Expenditures Recreation</b>								
Personnel	434,739	168,307	179,461	180,117	180,117	187,277	187,277	187,277
Commodities	6,087	1,228	6,050	6,050	6,429	7,450	7,450	7,450
Contractual	186,558	90,074	137,628	137,628	131,152	146,037	146,037	146,037
Capital Outlay			-	-	-	-	-	-
<b>Expenditures Centerview</b>								
Personnel	168	25,064	57,372	57,372	57,372	57,386	57,386	57,386
Commodities	2,038	2,490	2,396	2,396	2,396	2,396	2,396	2,396
Maintenance & Repairs	434	183	2,000	2,000	2,000	2,200	2,200	2,200
Utilities	11,032	10,105	10,668	10,668	10,668	10,668	10,668	10,668
Contractual	10,063	23,067	20,346	20,346	19,746	23,456	23,456	23,456
<b>Expenditures RAC</b>								
Personnel	239	124,195	149,503	149,503	149,503	152,881	152,881	152,881
Commodities	4,794	4,416	6,830	6,830	6,530	7,610	7,610	7,610
Maintenance & Repairs	431	22	1,800	1,800	1,800	2,550	2,550	2,550
Utilities	15,521	12,213	11,640	11,640	11,640	11,640	11,640	11,640
Contractual	38,121	27,185	57,902	57,902	44,469	58,702	58,702	58,702
	1,425,810	1,282,490	1,525,954	1,527,666	1,505,311	1,562,589	1,562,589	1,562,589
Capital Expenditures								
Other	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>1,425,810</b>	<b>1,282,490</b>	<b>1,525,954</b>	<b>1,527,666</b>	<b>1,505,311</b>	<b>1,562,589</b>	<b>1,562,589</b>	<b>1,562,589</b>
<i>Net Revenue over Expenditures</i>	<i>(186)</i>	<i>(30,343)</i>	<i>59,721</i>	<i>58,009</i>	<i>40,853</i>	<i>6,246</i>	<i>6,246</i>	<i>6,246</i>
<b>Fund Balance (Gross)</b>	<b>461,351</b>	<b>431,008</b>	<b>396,993</b>	<b>489,017</b>	<b>471,862</b>	<b>478,108</b>	<b>478,108</b>	<b>478,108</b>
<i>Less: Reserve Balance</i>	<i>285,162</i>	<i>256,498</i>	<i>305,191</i>	<i>305,533</i>	<i>301,062</i>	<i>312,518</i>	<i>312,518</i>	<i>312,518</i>
<b>Available Fund Balance - End of Year</b>	<b>176,189</b>	<b>174,510</b>	<b>91,803</b>	<b>183,484</b>	<b>170,800</b>	<b>165,590</b>	<b>165,590</b>	<b>165,590</b>





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

DATE: March 28, 2022

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

**TITLE / ISSUE / REQUEST**

Bill 3703 - Award of Contract, American Ramp Company

**STRATEGIC PLAN GOAL/STRATEGY**

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

**FINANCIAL IMPACT**

Award To:	American Ramp Company
Amount of Request/Contract:	\$225,000
Amount Budgeted:	\$225,000
Funding Source/Account#:	Park Sales Tax - Fund 47

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
April 18, 2022	July 16, 2022

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:	Parks and Recreation Board
Date:	March 22, 2022
Action/Vote:	5-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract  
Bid documents

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The FY 2022 Capital Improvement Plan calls for the replacement of the skate park at Recreation Park near the Public Works facility.

In January, staff submitted a request for proposals (RFP) for a new skate park to be relocated near the Raymore Activity Center in the old park house location.

Two proposals were received. The request for proposals asked for a concept plan that included a two-phased approach. Phase I is before the Council for approval tonight with Phase II designed as an expansion of the skate park to be budgeted as a future capital project.

Staff met with the Park Board on Feb. 22 to review the proposal designs. Following the Feb. 22 meeting, staff conducted a matrix review of each submittal and provided a recommendation for award of contract at the March 22 Park Board meeting.

The Park Board approved staff's recommendation for award of contract to American Ramp Company, who following full review was determined to be the best proposal. Both proposals were for \$225,000.

**BILL 3703**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AGREEMENT WITH AMERICAN RAMP COMPANY TO CONSTRUCT A NEW SKATEPARK IN THE AMOUNT OF \$225,000."**

**WHEREAS**, the FY 2022 Capital Improvement Plan calls for the replacement of the skatepark at Recreation Park, and;

**WHEREAS**, the current skatepark facility has reached the end of its useful life and is in need of replacement, and;

**WHEREAS**, staff determined the American Ramp Company to be the best vendor for this project following a competitive bidding process.

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

Section 1. The City Manager is directed and authorized to enter into an agreement with American Ramp Company for construction of a skatepark at Recreation Park.

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

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

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

**DULY READ THE FIRST TIME THIS 28TH DAY OF MARCH, 2022.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Townsend  
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



CITY OF RAYMORE  
CONTRACT FOR SERVICES

**SKATE PARK REPLACEMENT  
DESIGN/BUILD**

This Contract for \_\_\_\_\_, hereafter referred to as the **Contract** is made this \_\_\_\_ day of \_\_\_\_\_, 2022, between American Ramp Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 601 S. McKinley Ave., Joplin, MO 64801, 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 \_\_\_\_\_ 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 22-391-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage

requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

## ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 90 calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

## ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$225,000.00.

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

The City Manager has the authority for change orders.

## ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

#### ARTICLE V INSURANCE REQUIREMENTS

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

#### ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this

contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

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

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

#### ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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 28) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

#### ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

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

to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of an alternative contractor to perform the services for which Contractor may be held liable for such costs.

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

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding requirements of this contract and orders issued prior to the effective date of cancellation.

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

#### ARTICLE IX ARBITRATION

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

#### ARTICLE X WARRANTY

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

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

#### ARTICLE XI REQUIRED SAFETY TRAINING

- A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the

Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;

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

ARTICLE XII  
NOTICE OF PENALTIES FOR FAILURE  
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII  
AFFIDAVIT of WORK AUTHORIZATION

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

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

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages

of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIV  
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of the Contractor as to the 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)

**AMERICAN RAMP COMPANY**

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

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

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

## **APPENDIX A**

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

#### **SKATE PARK REPLACEMENT DESIGN/BUILD**

#### **ANTICIPATED SCOPE OF SERVICES/PROJECT BACKGROUND**

The City of Raymore, Missouri is requesting proposals from responsible firms or individuals to provide professional services for the design, project administration, and construction of a new skate park. The location of the new skate park facility will be moved from its current location to a more open area with parking and utilities available at 909 South Madison in the location of the old Park House. The intent is to maximize the use of the space, utilize the available utilities and parking while adhering to industry standards and best practices related to components and attributes. The following project scope shall be a design/build concept to be provided by respondents.

The Park Board is very interested in producing the best possible skate park as the current facility is extremely popular. The Park Board is also concerned that the facility not exceed budget constraints and be constructed within deadline dates given to contractors.

The selected firm is expected to utilize all options and resources available to provide a concept that is focused on skateboarding, but allows the potential impact of a mixed use public skatepark, an engaging and aesthetically pleasing design; providing community outreach; identifying features to mimic natural street-skating and skatepark environments and providing a comfortable spectator environment. The firm should show past experience designing a facility and exploring all possible types of construction materials and providing potential phasing of the project based on available funding for the Project.

General planning goals and specific design requirements associated with this project are listed as follows:

#### **Skate Park Design Requirements:**

- Design and construction for a community wide skate park facility to serve skaters of various ages, abilities and skill levels.
- Final design must be a multi-use facility that is designed for skateboards but can accommodate inline skates, bicycles, etc. and plan for expansion within the available space and location.
- The Project must meet the safety standards for the latest skatepark design principles for skateboarders, scooters, and BMX riders to develop their skills.
- The size will be determined during the design process, but shall be in the range of 7,000 to 12,500 sq. ft. depending on the layout and cost.

- All recognized methods of formal skate park construction (concrete, steel, composite, etc.) should be fully explored throughout the design process. Our intent is to explore opportunities for poured-in place concrete, precast concrete, new modular units and utilization of equipment at our current facility that is safe and can be relocated. Final design will be determined during the design process.
- Elements to consider for inclusion but not limited to: Quarter pipe, cradle, bowl, handrails, banks, ledges, manual pads, jersey barrier, ramps (straight and curved), jumps, steps (multiple locations & heights), transition areas and ledges.
- Site features to consider: bleacher/spectator area(s), park benches, picnic tables, bottle filler fountain with hose spigot, shade structures, bike rack and permanent trash receptacles.
- Relocation and installation of a public art piece located at the current facility.
- Installation of an electrical panel with a minimum of 60 amps including 4 outlets and a keyed locked housing.
- Use of current trees and/or planting of trees for shade and a landscape border should be considered as part of the plan. Removal of trees for site design and construction is acceptable with authorization of the Parks and Recreation Director.
- Work with staff to provide a concept/layout plan to be presented to the Parks and Recreation Board in a work session environment.
- Provide a minimum of one top elevation drawing and one three-dimensional drawing of the final plan/layout approved by the Parks and Recreation Board. A site plan must be approved by the Planning and Zoning Commission.
- Perform all site-related land, topographic and soils surveys/research as necessary in order to formulate appropriate facility design, location, grade, and other infrastructure cost considerations and recommendations.
- Facility project budget of \$225,000.00 cannot be exceeded. Budget should be based upon overall project needs and considerations from design through and including all construction. Design process should anticipate and identify all necessary construction and development costs for the site.
- Skate Park facility to be open to walk-up traffic (unsupervised). No admission fee anticipated for this facility.
- No fencing is required.
- Facility to be fully constructed and operational by July 1, 2022.

### CONSTRUCTION SCHEDULE AND COMPLETION DATES

The successful firm will be responsible for the schedule, coordination, and inspections of the project working with the Director of Parks & Recreation. Completion shall be by July 1, 2022.

- January: Notice of Award is projected to be late February, 2022.
- February: Notice to Proceed is projected to be late March, 2022.  
Both the Park Board and City Council must approve the award.
- March: Plan Review in a work session and approval of Park Board
- April: Planning and Zoning site plan review
- April: Construction
- July: Completion shall be by July 1, 2022

Working directly with participating entities/stakeholders, the successful firm will need to proceed expeditiously and successfully through the following phases associated with development of the community skate park facility to meet the desired date of completion:

1. Design Development Phase
2. Approval Process (Park Board, Planning and Zoning)
3. Construction

### ADDITIONAL BIDDING INFORMATION

1. Project is tax exempt.

**CITY OF RAYMORE, MISSOURI  
RFP # 22-391-201**

**Appendix B  
General Terms and Conditions**

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of March, 2022.

C. *Insurance*

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

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

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 28 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

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

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 28). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

*U. Payment Bond*

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

*V. Maintenance Bond*

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall they be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

*W. Rejection of Bids*

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

*X. Release of Information*

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

*Y. American Products*

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

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

Z. *Affidavit of Work Authorization and Documentation*

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

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

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

**PROPOSAL FORM A**  
RFP 22-391-201

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

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

FIRM NAME: American Ramp Company

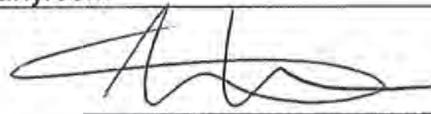
ADDRESS: 601 S. McKinley Ave.  
Street

ADDRESS: Joplin MO 64801  
City State Zip

PHONE: 417-206-6816

E-MAIL: van@americanrampcompany.com

DATE: February-08-2022  
(Month-Day-Year)

 President  
Signature of Officer/Title

DATE: February-08-2022  
(Month-Day-Year)

 Vice President  
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 22-391-201

**CONTRACTOR DISCLOSURES**

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

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes \_\_\_ No X
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes \_\_\_ No X
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes \_\_\_ No X
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes \_\_\_ No X
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes \_\_\_ No X
6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes \_\_\_ No X
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes \_\_\_ No X
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes \_\_\_ No X  
  
*\*With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes \_\_\_ No X
10. Has the Firm been 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 possesses all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interest with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

**PROPOSAL FORM C**  
 RFP 22-391-201

**EXPERIENCE / REFERENCES**

To be eligible to respond to this RFP, every bidder must be in business for a minimum of one (1) year 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, not including the City of Raymore.

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

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

<b>COMPANY NAME</b>	City of Holmes Beach, Florida
<b>ADDRESS</b>	5801 Marina Drive, Holmes Beach, FL 34217
<b>CONTACT PERSON</b>	Lynn Burnett
<b>CONTACT EMAIL</b>	cityengineer@holmesbeachfl.org
<b>TELEPHONE NUMBER</b>	941.526.3375
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Pour-In-Place Concrete Skatepark, \$150,000, 2020

<b>COMPANY NAME</b>	City of Fort Atkinson, Wisconsin
<b>ADDRESS</b>	101 North Main St., Fort Atkinson, WI 53538
<b>CONTACT PERSON</b>	Scott Lastusky
<b>CONTACT EMAIL</b>	slastusky@fortatkinsonwi.net
<b>TELEPHONE NUMBER</b>	920.563.7781
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Pour-In-Place Concrete Skatepark, \$285,000, 2020

<b>COMPANY NAME</b>	City of Auburn, Alabama
<b>ADDRESS</b>	144 Tichenor Ave, Ste.1, Auburn, AL 36830
<b>CONTACT PERSON</b>	Rebecca Richardson
<b>CONTACT EMAIL</b>	brichardson@auburnalabama.org
<b>TELEPHONE NUMBER</b>	334-501-2931
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Pour-In-Place Concrete Skatepark, \$300,000, 2019

<b>COMPANY NAME</b>	City of Norman, Oklahoma
<b>ADDRESS</b>	201-C West Gray, Norman, OK 73070
<b>CONTACT PERSON</b>	James Briggs
<b>CONTACT EMAIL</b>	james.briggs@normanok.gov
<b>TELEPHONE NUMBER</b>	405.226.0016
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Pour-In-Place Concrete Skatepark, Pro Series Halfpipe, \$970,000, 2020

<b>COMPANY NAME</b>	Borough of Quakertown, Pennsylvania
<b>ADDRESS</b>	35 N. Third Street, Quakertown, PA 18951
<b>CONTACT PERSON</b>	Courtney Boehm
<b>CONTACT EMAIL</b>	c.boehm@quakertown.org
<b>TELEPHONE NUMBER</b>	215.536.5001 x122
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Pour-In-Place Concrete Skatepark, \$590,000, 2020

State the number of Years in Business: 23

State the current number of personnel on staff: 140

**PROPOSAL FORM D**

RFP 22-391-201

Proposal of American Ramp Company, organized and  
(Company Name)  
existing under the laws of the State of Missouri, doing business  
as American Ramp Company (\*) 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. 22-391-201- Skate Park Replacement.

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

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

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

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

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

**BID PROPOSAL FORM E – Project No. 22-391-201**  
**SKATE PARK REPLACEMENT DESIGN/BUILD**

**Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	1	1	11,250	\$ 11,250.00
Design	1	1	5,000	\$ 5,000.00
Equipment (move/reburish)	1	1	20,000	\$ 20,000.00
Construction	1	1	188,750	\$188,750.00
<b>TOTAL BASE BID</b>				<b>\$225,000.00</b>

**Company Name** American Ramp Company

**Total Base Bid for Project Number: 22-391-201**

\$ 225,000.00

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

( \$ Two-hundred and twenty-five thousand dollars and zero cents )

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

**BID PROPOSAL FORM E – RFP 22-391-201  
CONTINUED**

**Company Name** American Ramp Company

**By**   
Authorized Person's Signature

American Ramp Company  
Print or type name and title of signer

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

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

**Company Address** 601 S. McKinley Ave.

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

Joplin, MO 64801

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

\_\_\_\_\_

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

**Phone** 417-206-6816

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

**Fax** 417-206-6888

**Email** @americanrampcompany.com

**Date** 1-28-2022

**LATE BIDS CANNOT BE ACCEPTED!**

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



**ADDENDUM NO. 1**  
Skate Park Replacement  
Project #22-391-201

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

**Addendum No. 1 - BID OPENING DATE CHANGE      Question and clarification.**

**1. Question: Will the trees need to be removed?**

**Response:** Depends on the design. If they need to be removed, they can be.

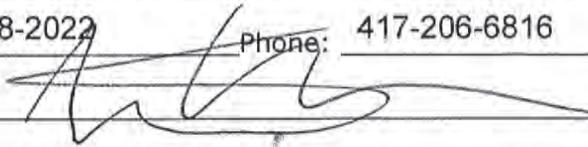
**2. Question: Is water and electricity at the site?**

**Response:** Yes water and electricity are both available on the property.

**Bid opening date has changed to February 9, 2022 at 10:00 am.**

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 February 3, 2022 at 5 p.m.

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

Company Name: American Ramp Company  
By: Nathan Bemo  
Title: President  
Address: 601 S. McKinley Ave.  
City, State, Zip: Joplin, MO 64801  
Date: 02-08-2022 Phone: 417-206-6816  
Signature of Bidder: 

**ADDENDUM MUST BE SUBMITTED WITH BID**

### E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

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

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

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

**KNOWINGLY:** A person acts knowingly or with knowledge,  
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or  
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Contractor: Nathan Bemo, President

Company: American Ramp Company

Address: 601 S. McKinley Ave., Joplin, MO 64801

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 22-391-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

American Ramp Company

Company Name



Signature

Name: Nathan Bemo

Title: President

STATE OF MISSOURI COUNTY OF JASPER

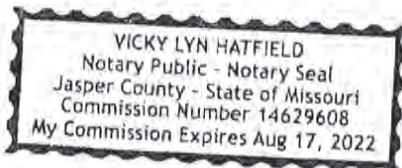
Subscribed and sworn to before me this 8<sup>th</sup> day of February, 2022.

Notary Public: Vicky Lyn Hatfield

My Commission Expires: August 17<sup>th</sup> 22 Commission # 14629608

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

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







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

DATE: March 28, 2022

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

**TITLE / ISSUE / REQUEST**

Bill 3704 - Award of Contract, TruGreen Limited Partnership

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 1.2.1: Create a physical environment that inspires a sense of pride

**FINANCIAL IMPACT**

Award To:	TruGreen Limited Partnership
Amount of Request/Contract:	\$5,182.59
Amount Budgeted:	\$5,671
Funding Source/Account#:	01-07-7320-1020 / 28-28-6430-1010 / 27-27-6430-1010

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
May 2022	December 2022

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:	Parks and Recreation Board
Date:	March 22, 2022
Action/Vote:	5-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract  
Bid documents

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Staff solicited proposals for the fertilization program at City facilities including City Hall, Centerview, the RAC and Municipal Circle lot. This contract is a shared service between the Parks & Recreation Department and the Buildings & Grounds Department.

Two proposals were received.

TruGreen Limited Partnership - \$5,182.59

BigGreen Turf Management LLC - \$5,467.00

Staff recommends award of contract to TruGreen Limited Partnership.

**BILL 3704**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TRUGREEN LIMITED PARTNERSHIP TO PROVIDE FERTILIZATION SERVICES AT MUNICIPAL FACILITIES IN THE AMOUNT OF \$5,182.59.”**

**WHEREAS**, the City utilizes a contracted fertilization company to provide seasonal fertilization and grub control; and

**WHEREAS**, the staff publicly advertised for fertilization of city facilities; and

**WHEREAS**, staff reviewed the proposals submitted and found that the proposal of TruGreen Limited Partnership was the best of the proposals submitted.

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

Section 1. The City Manager is hereby directed to enter into a guaranteed pricing contract with TruGreen Limited Partnership to provide fertilization services for city facilities.

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

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 28TH DAY OF MARCH, 2022.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Townsend  
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



## CONTRACT

### AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

#### Fertilization Program

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between Trugreen Limited Partnership, an entity organized and existing under the laws of the State of Missouri with its principal office located at 5455 Lee's Summit Rd, Lee's Summit, MO 64064, 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 \_\_\_\_\_, 2022 and coincidental with the Mayor'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/supplies as specified in RFP # 22-009 and the Standard Contract Terms and Conditions in Appendix B, 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 RFP # 22-009 and the Scope of Services attached as Appendix A,

including insurance 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 TERM

Contractor agrees to perform fertilization services as prescribed in the RFP document. This contract is for services provided in an eight month (8 month) period beginning May 1, 2022 and ending December 31, 2022. This term shall automatically extend for two additional one-year (12 month) periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

## ARTICLE III GUARANTEED PRICING CONTRACT

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.

## ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for supplies delivered. 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 of non payment for services not rendered.

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

## ARTICLE V INSURANCE REQUIREMENTS

Contractor shall provide a certificate of insurance to the City before commencing the work described in the scope of services in the amounts listed in the Standard Contract Terms and Conditions. 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 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 shall designate a representative 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 delay or cancellation of performance and execute this agreement in writing.

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 Occupational Safety Health Administration and related federal, state, county, and city regulations.

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

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 sub-contractors 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 sub-contractors and their employees comply with all applicable laws and regulations.

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

## ARTICLE VIII 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 by telephone or in writing. If the Contractor fails to correct any default after notification of such defaults, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice.

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 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 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 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.

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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 the 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)

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

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

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

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

## **APPENDIX A** **SCOPE OF SERVICES**

The City of Raymore would like to contract our lawn fertilization program. Three facilities are to be included in the program: City Hall, Centerview and the Raymore Activity Center.

The following scope of work is a guide for the services desired at all three locations.

<b>Application</b>	<b>Timeframe</b>	<b>Description</b>
1	February - April	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)
2	April - May	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)
3	June - July	Slow Release Fertilizer Weed Control (Broadleaf weed and other annual weeds)
4	June - July	Grub Control treatment
5	July - August	Weed Control (Broadleaf weed and other summer weeds)
6	September - October	Fall Fertilizer (promotes new growth & summer recovery) Weed Control (Broadleaf weed and other annual weeds)
7	November - December	Winterizer (promotes stronger roots and winter hardiness) Spot treatment of any weeds

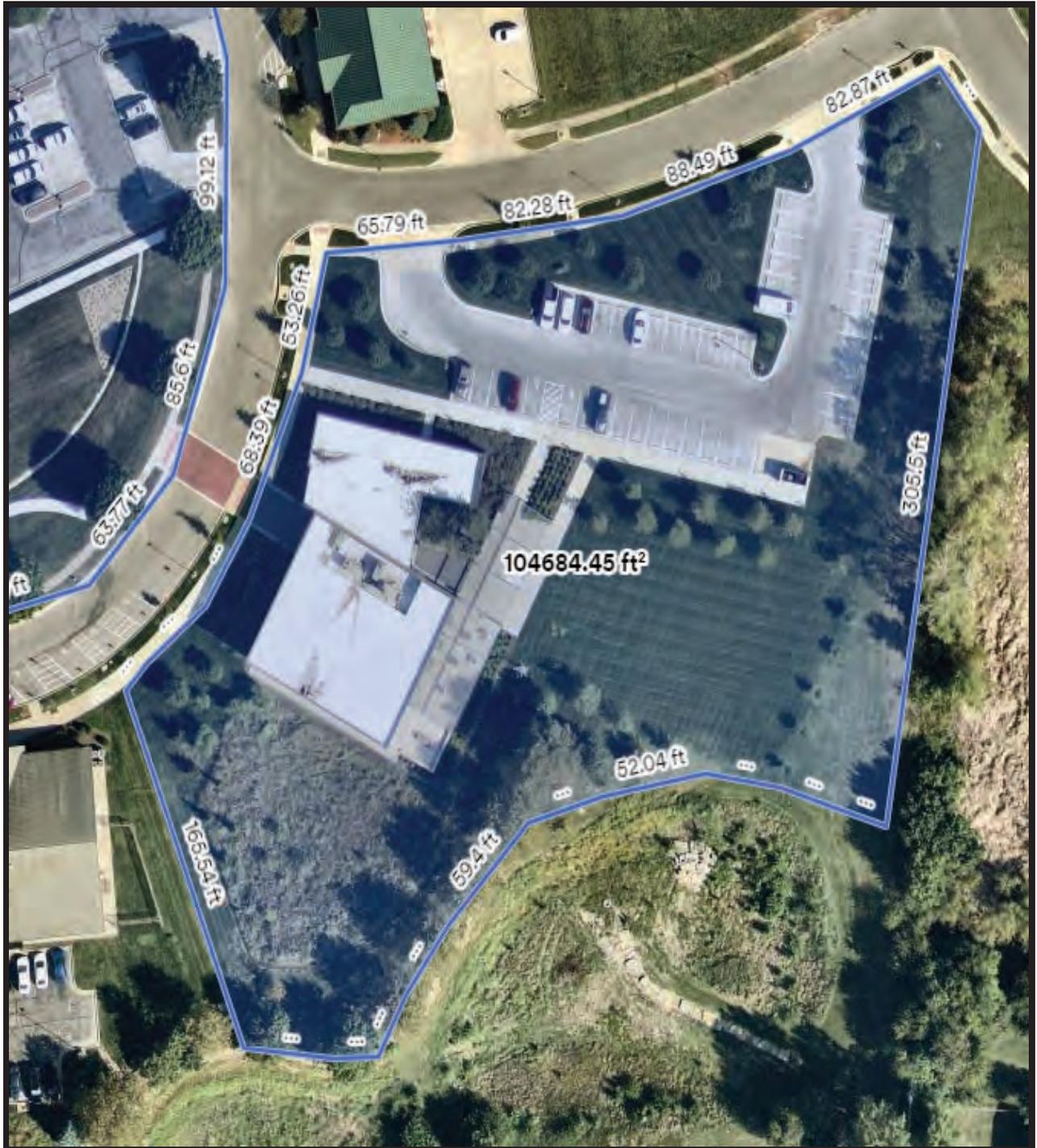
### Additional Notes:

- Contractors are responsible for accurate measurements and quantities.
- Within the program bid documents, contractors should indicate a liquid or granular fertilizer and other additional details associated with their program / product.
- The native planting area south of the Centerview building should be excluded from any applications.

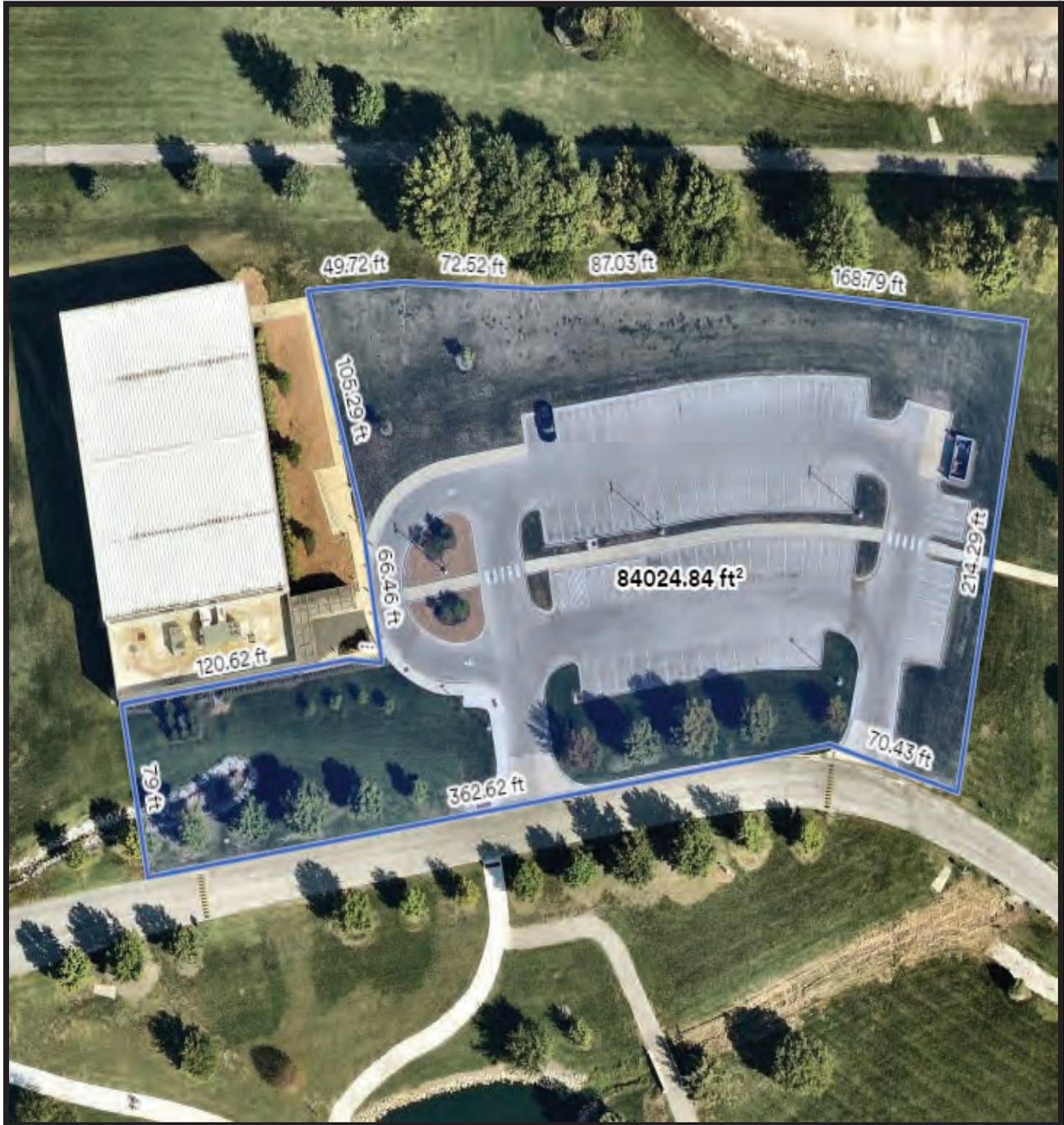
### City Hall - 100 Municipal Circle



### Centerview - 227 Municipal Circle



### Raymore Activity Center - 1011 S Madison



## **Appendix B General Terms and Conditions**

### *A. Procedures*

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

### *B. Contract Period*

Contractor agrees to perform fertilization services as prescribed in the RFP document. This contract is for services provided in an eight month (8 month) period beginning May 1, 2022 and ending December 31, 2022. This term shall automatically extend for two additional one-year (12 month) 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

- \$5,000,000 Each Occurrence

\$5,000,000 Aggregate

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. Invoices to be paid within 30 days of receipt.

H. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 60 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 Parks Director, or designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and

2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Permits*

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.

P. *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.

Q. *Release of Information*

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

R. *Affidavit of Work Authorization and Documentation*

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

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

**PROPOSAL FORM A**  
RFP 22-009

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

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

FIRM NAME: TruGreen Limited Partnership

ADDRESS: 5455 Lees Summit Rd Lees Summit, Mo 64064  
Street

ADDRESS: Lees Summit Mo 64064  
City State Zip

PHONE: 816-214-0597

E-MAIL: Stacey.Steink@gmail.com

DATE: 3-2-2022 (Month-Day-Year) Stacey Steink / Commercial Sales Manager Signature of Officer/Title

DATE: \_\_\_\_\_ (Month-Day-Year) \_\_\_\_\_ Signature of Officer/Title

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

- MBE (Minority Owned Entethe Cityise)
- WBE (Women Owned Entethe Cityise)
- Small Business

**PROPOSAL FORM B**  
RFP 22-009

**CONTRACTOR DISCLOSURES**

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

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

*\*With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*

9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes \_\_\_ No
10. Has the Firm been subject to any bankruptcy proceeding? Yes \_\_\_ No

## Legal Matters

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

Yes  No If yes, provide details in an attachment.

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

Yes  No If yes, provide details in an attachment.

## Required Representations

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

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

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

**PROPOSAL FORM C**  
 RFP 22-009

**EXPERIENCE / REFERENCES**

To be eligible to respond to this RFP, every bidder must be in business for a minimum of one (1) year 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, not including the City of Raymore.

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

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

<b>COMPANY NAME</b>	<i>Peterson Companies</i>
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	<i>Brian Stayton</i>
<b>CONTACT EMAIL</b>	<i>bstayton@Petersoncompanies.com</i>
<b>TELEPHONE NUMBER</b>	<i>816-963-8124</i>
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	<i>\$7000</i>

<b>COMPANY NAME</b>	<i>Sodexo Grandview School District</i>
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	<i>Ben Ridgley</i>
<b>CONTACT EMAIL</b>	<i>benjamin.ridgley@sodexo.com</i>
<b>TELEPHONE NUMBER</b>	<i>816-541-1731</i>
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	<i>30,000</i>

COMPANY NAME	Raytown School District
ADDRESS	5911 Blue Ridge Blvd Raytown Mo
CONTACT PERSON	Josh Hustad
CONTACT EMAIL	Josh.hustad@raytownschools.org
TELEPHONE NUMBER	816-268-7160
PROJECT, AMOUNT AND DATE COMPLETED	\$16,808

COMPANY NAME	City of Grandview
ADDRESS	1200 Main St
CONTACT PERSON	Andy Larson
CONTACT EMAIL	alarson@grandview.org
TELEPHONE NUMBER	816-401-4365
PROJECT, AMOUNT AND DATE COMPLETED	\$2000

COMPANY NAME	City of Gladstone
ADDRESS	7010 W Holmes
CONTACT PERSON	Matt Adams
CONTACT EMAIL	matt@gladstone.mo.us
TELEPHONE NUMBER	816-985-3730
PROJECT, AMOUNT AND DATE COMPLETED	\$25,319

State the number of Years in Business: 48

State the current number of personnel on staff: 10,000 Nation Wide

**PROPOSAL FORM D**

RFP 22-009

Proposal of TruGreen Limited Partnership organized and  
(Company Name)  
existing under the laws of the State of Missouri, doing business  
as TruGreen (\*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposes and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-009- Beverage Vending and Supply.

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

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

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

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

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







**BID PROPOSAL FORM E – RFP 22-009  
CONTINUED**

**City of Raymore Fertilization Program  
Bid Summary**

Company Name Trugreen Limited Partnership

Total of all three addresses for Project Number: 22-009

\$ 5182.59

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

(\$ \_\_\_\_\_)

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

**E - VERIFY AFFIDAVIT**

(As required by Section 285.530,RSMo)

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

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

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

**KNOWINGLY:** A person acts knowingly or with knowledge,  
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or  
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

BEFORE ME, the undersigned authority personally appeared 3-3-2022, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Trugreen

Company: Trugreen Limited Partnership

Address: 5455 Lee's Summit Rd, Lee's Summit MO 64064

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project #22-009.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

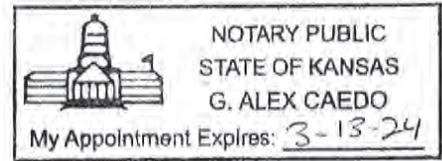
4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Trugreen Limited Partnerships  
Company Name

Stacey Steinke  
Signature

Name: Stacey Steinke

Title: Commercial Manager



STATE OF Kansas COUNTY OF Johnson

Subscribed and sworn to before me this 3 day of March, 2022.

Notary Public: G. Alex Caedo

My Commission Expires: 03-13-2024 Commission # \_\_\_\_\_

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

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



# Miscellaneous



**THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, MARCH 21, 2022, AT 7:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT IN PERSON: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BERENDZEN, CIRCO, HOLMAN, TOWNSEND, AND WILLS-SCHERZER. PRESENT VIA ZOOM: COUNCILMEMBER BARBER. ALSO PRESENT IN PERSON: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER MIKE EKEY, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.**

**A. Update - I49 Widening Project Discussion**

City Manager Jim Feuerborn and Public Works Director Mike Krass provided an update on the current status of the I49 widening project. The 2020 bond issue approved by the voters included partial funding for the widening of I49 to 3 lanes in both directions from 155th Street to North Cass Parkway. The most recent draft plans from MoDOT includes the project as a funded project. Discussion ensued regarding funding, time lines, and scope of work. Staff was instructed to prepare a Resolution of support.

**B. Other**

The work session of the Raymore City Council adjourned at 7:39 p.m.



**THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, FEBRUARY 22, 2022, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.**

**MEMBERS PRESENT:** Chairman Trautman; Members Casas, Clark, Collier, Manson, Mapes, and Scott. Members Bartow and Cooper are absent.

**STAFF PRESENT:** Director Musteen, Park Superintendent Rulo, Recreation and Facility Superintendent Gibbs, and Office Assistant Naab.

**1. Call to Order:** Chairman Trautman called the meeting to order at 7:01 pm.

**2. Roll Call**

**3. Pledge of Allegiance**

**4. Personal Appearances**

**5. Consent Agenda**

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

A. Park Board Minutes	January 25, 2022
B. Park Board Minutes	February 8, 2022

**Motion:** Member Manson moved to accept the Park Board minutes of January 25, 2022 and February 8, 2022.  
Member Casas seconded the motion.

**Discussion:**

<b>Vote:</b>	7 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	2 Absent	Member Clark	Aye
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

**6. Staff Reports**

- Recreation/Facilities Superintendent Gibbs highlighted his written report.
- Parks Superintendent Rulo highlighted his written report.
- Director Musteen highlighted his written report.

**7. Unfinished Business - None**

**8. New Business**

A. <u>Background Screening Policy</u>	<u>Action Item</u>
---------------------------------------	--------------------

**APPROVED: March 22, 2022 (5-0, 4 absent)**

**Park Board Minutes: February 22, 2022** **Page 2**

Staff updated the Background Screening policy based on Park Board comments and presented the updated policy to the Park Board for review and approval.

**Motion:** Member Manson motioned to approve the updated Background Screening Policy.  
Member Casas seconded the motion.

**Discussion:**

<b>Vote:</b>	7 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	2 Absent	Member Clark	Aye
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

B. Eagle Scout Project Policy Action Item

Staff updated the Eagle Scout Project policy based on Park Board comments and presented the updated policy to the Park Board for review and approval.

**Motion:** Member Manson motioned to approve updated Eagle Scout Project Policy.  
Member Casas seconded the motion.

**Discussion:**

<b>Vote:</b>	7 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	2 Absent	Member Clark	Aye
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

C. Revenue Policy Action Item

Staff updated the Revenue policy based on Park Board comments and presented the updated policy to the Park Board for review and approval.

**Motion:** Member Manson motioned to approve updated Revenue Policy.  
Member Casas seconded the motion.

**Discussion:**

<b>Vote:</b>	7 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	2 Absent	Member Clark	Aye
		Member Collier	Aye

**APPROVED: March 22, 2022 (5-0, 4 absent)**

**Park Board Minutes: February 22, 2022** **Page 3**

Member Cooper	Absent
Member Manson	Aye
Member Mapes	Aye
Member Scott	Aye
Member Trautman	Aye

**D. Fees and Charges Policy**

**Action Item**

Staff drafted a new Fees and Charges Policy providing guidance on how fees and charges are created and applied. The new policy was presented to the Park Board for review and approval.

**Motion:** Member Manson motioned to approve the new Fees and Charges Policy. Member Casas seconded the motion.

**Discussion:**

<b>Vote:</b>	7 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	2 Absent	Member Clark	Aye
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

**9. Public Comments**

**10. Board Member Comment**

Member Mapes asked for an additional opportunity to open public comments.

**Motion:** Member Manson moved to make an agenda change and move Public Comments back onto the agenda. Member Mapes seconded the motion.

**Discussion:**

<b>Vote:</b>	7 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	2 Absent	Member Clark	Aye
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

**11. Public Comments**

Tyler Schotts 3605 Northeast 48th Street Kansas City, Missouri.  
Tyler spoke about his youth and the skate park. He offered his opinion about the plans for the new skatepark.

**APPROVED: March 22, 2022 (5-0, 4 absent)**

Bradley Cooper 106 South Lancaster Drive, Raymore, Missouri  
Bradley offered his appreciation for the new skatepark plans.

**12. Adjournment**

**Motion:** Member Manson moved to adjourn the regular meeting.  
Member Clark seconded the motion.

**Discussion:**        None

<b>Vote:</b>	7 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	2 Absent	Member Clark	Aye
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

The regular meeting of the Raymore Park Board adjourned at 7:26 pm.

Respectfully submitted,

Greta Naab

Office Assistant