

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, January 9, 2023
7:00 p.m.

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

- A. Development Services (pg 9)
- B. Monthly Court Report (pg 15)
- C. Police/Emergency Management

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

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

- A. City Council Meeting Minutes, December 12, 2022 (pg 19)
- B. Appointments and Affirmations of Membership to Incentive District Boards

Reference: - Resolution 23-01 (pg 33)

Because the timing of the expiration of the City CID and TDD board terms varies based on when the District was formed, in the past, City staff has brought forward a Resolution for approval which makes all the board appointments to all the Districts for the upcoming year. The Resolution shows each of the members currently serving on the boards, even if the members are not being re-appointed, in order for the City Council to better track who is serving on the various boards.

C. Municipal Center Detention Improvements - Acceptance and Final Payment

Reference: - Resolution 23-02 (pg 37)

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. Calling for April 4, 2023 Municipal Election

Reference: - Agenda Item Information Sheet (pg 41)
- Bill 3764 (pg 43)

The Raymore City Charter Section 9.1 states that the regular Municipal Election shall be held on the first Tuesday after the first Monday in April, or such day as may be mandated by State law. This Bill calls for the next municipal election to be held on April 4, 2023. Candidate filing begins Dec. 20, 2022 and ends on Jan. 17, 2023. Positions for City Council seats in each of the four wards will be open to serve a two year term.

- City Council, 12/12/2022: Approved 8-0

B. Recreational Marijuana Sales Tax on April 4, 2023 Ballot

Reference: - Agenda Item Information Sheet (pg 45)
- Bill 3771 (pg 47)

If approved, Bill 3771 will authorize the City Clerk to arrange for inclusion of a ballot question on the April 4, 2023 general municipal election seeking approval from Raymore voters to impose a 3% additional sales tax on the retail sale of adult use marijuana pursuant to the requirements established by Missouri Constitutional Amendment 3. The City Clerk would also be instructed to arrange for publishing of the necessary Election Notice. If approved, all funds from the additional 3% sales tax would be allocated to the general fund of the City.

- City Council, 12/12/2022: Approved 8-0

C. Award of Contract - Neal/Settle Printing Inc. for Printing Services

Reference: - Agenda Item Information Sheet (pg 51)
- Bill 3766 (pg 53)
- Contract (pg 55)

Staff recommends awarding the contract for the City's printing services to Neal/Settle Printing. This contract will cover all bulk printing (business cards,

envelopes, letterhead, etc.) and marketing/communications materials (brochures, postcards, posters, etc.).

- City Council, 12/12/2022: Approved 8-0

D. Award of Contract - Fast Signs for Sign Printing Services

Reference: - Agenda Item Information Sheet (pg 79)
- Bill 3767 (pg 81)
- Contract (pg 83)

Staff recommends awarding the contract for the City's sign printing services to Fast Signs. This contract will cover all signage for public spaces, such as parks and City facilities, as well as banners, yard signs and other signage needs.

- City Council, 12/12/2022: Approved 8-0

E. The Estates of Knoll Creek 2nd Final Plat

Reference: - Agenda Item Information Sheet (pg 107)
- Bill 3765 (pg 109)
- Final Plat Staff Report (pg 112)
- Development Agreement (pg 118)
- Final Plat Drawing (pg 128)

Tyler Sallee, representing Knoll Creek Development, LLC, is requesting final plat approval of the Estates of Knoll Creek 2nd Final Plat, Lots Lot 57 thru 95 and Tracts D & E. The proposed plat includes 39 single family lots, in accordance with the approved Preliminary Plat.

- Planning and Zoning Commission, 12/6/2022: Approval 9-0

10. New Business - First Reading

A. Tax Increment Financing Plans and Redevelopment Projects - Progress Overview (public hearing)

Reference: - Agenda Item Information Sheet (pg 131)
- Annual Reports (pg 133)

In accordance with RSMo. 99.865, the City Council shall determine if the tax increment financing (TIF) plans and their associated redevelopment projects are making satisfactory progress under the proposed time schedules contained within the approved plans for the completion of the projects. This presentation includes: Foxwood Village Shops, Highway 58 West Extended Redevelopment, and Highway 58 & Dean Avenue TIFs.

B. Recreation Park Playground Replacement - Award of Contract

- Reference: - Agenda Item Information Sheet (pg 141)
- Bill 3772 (pg 143)
- Contract & Renderings (pg 145)

Staff recommends award of contract to Athco for the removal and replacement of the 2-5 year old playground at Recreation Park.

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| <ul style="list-style-type: none">• Parks and Recreation Board, 12/13/2022: Approved 6-0 |
|--|

C. Municipal Agreement with Missouri Highways and Transportation Commission

- Reference: - Agenda Item Information Sheet (pg 189)
- Bill 3773 (pg 191)
- Municipal Agreement (pg 193)

MoDOT is proposing to construct a roundabout at the intersection of Prairie Lane and Route 58 later this year. The agreement allows MoDOT to perform work that falls within the City of Raymore associated with this project. MoDOT is requesting approval of the attached agreement which outlines project responsibilities for both entities during and after construction of the improvements to the intersection of Route 58 and Prairie Lane.

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, 12/19/2022 (pg 205)
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EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss litigation and personnel matters as authorized by RSMo 610.021 (1)(3).

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

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

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

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

Staff Reports



MONTHLY REPORT DECEMBER 2022

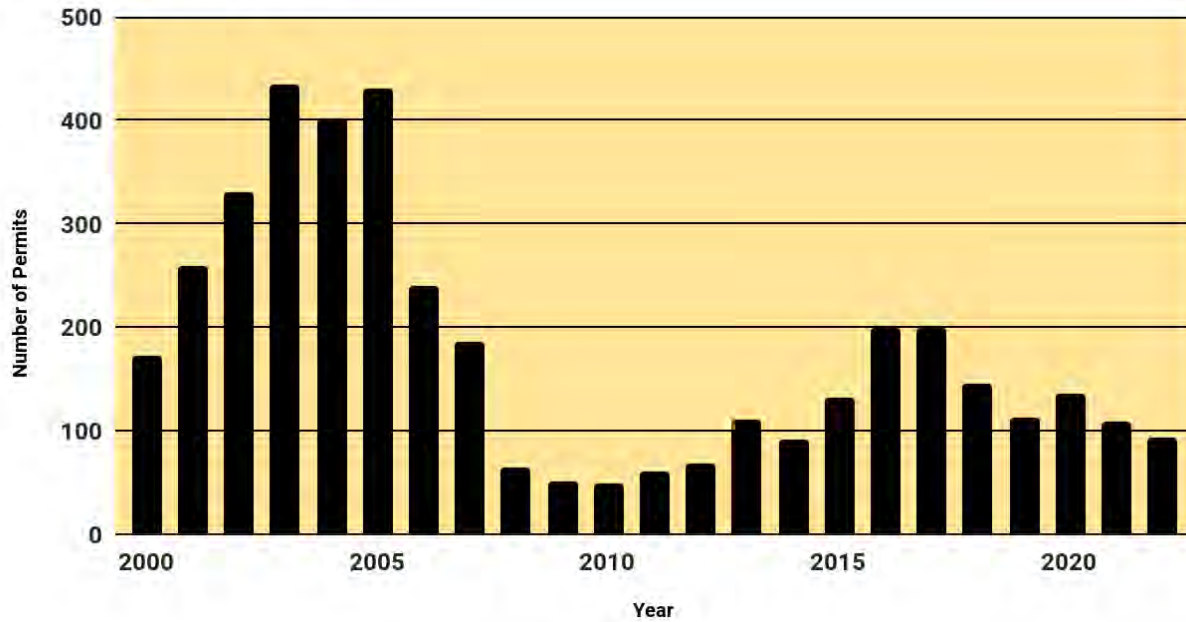
Building Permit Activity

Type of Permit	DEC 2022	2022 YTD	2021 YTD	2021 Total
Detached Single-Family Residential	4	94	108	108
Attached Single-Family Residential	0	238	166	166
Multi-Family Residential	0	15	0	0
Miscellaneous Residential (deck; roof)	44	763	574	574
Commercial - New, Additions, Alterations	0	20	38	38
Sign Permits	6	49	37	37
Inspections	DEC 2022	2022 YTD	2021 YTD	2021 Total
Total # of Inspections	465	6,264	3,882	3,882
Valuation	DEC 2022	2022 YTD	2021 YTD	2021 Total
Total Residential Permit Valuation	\$466,700	\$69,322,400	\$57,700,900	\$57,700,900
Total Commercial Permit Valuation	\$0	\$93,784,200	\$39,600,680	\$39,600,680

Additional Building Activity:

- Site work continues at the Depot Apartment Community (Watermark). Footing and foundation inspections occurred regularly over the month of December.
- Public Improvements were accepted for the Alexander Creek 3rd Plat in December. Housing permit applications were received for a number of lots in December.
- Johnny’s Tavern made extensive progress on construction during the month of December. January 2023 is the targeted date for opening!
- Interior tenant finish work continues for the property located at 701 E. Walnut Street, which will be the future location of a Blush Bootcamp.
- Interior finish work is nearing completion for the new location of the Eagles Community Outreach center in the Willowind Shopping Center.
- Interior renovations commenced for the Elite Fence and Deck located at 611 E. Walnut.
- Certificates of Occupancy for the Venue of the Good Ranch have begun being issued. 7 residential buildings and the clubhouse received occupancy permits in December.

Single Family Building Permits



Code Enforcement Activity

Code Activity	DEC 2022	2022 YTD	2021 YTD	2021 Total
Code Enforcement Cases Opened	46	705	575	575
<i>Notices Mailed</i>		-		-
-Tall Grass/Weeds	1	144	85	85
- Inoperable Vehicles	13	221	191	191
- Junk/Trash/Debris in Yard	11	122	94	94
- Object placed in right-of-way	0	10	5	5
- Parking of vehicles in front yard	12	46	45	45
- Exterior home maintenance	3	73	63	63
- Other (trash at curb early; signs; etc)	-	0	6	6
Properties mowed by City Contractor	-	55	42	42
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	0	2	2
Signs in right-of-way removed	69	1,184	524	524
Violations abated by Code Officer	5	76	86	86

Development Activity

Current Projects

- Comprehensive Plan
- Park Side Preliminary Plat Amendment (163rd Street)
- Midwest Wash/Tunnel Vision Car Wash
- Edgewater at Creekmoor 8th Final Plat
- Edgewater at Creekmoor 9th Final Plat

Actions of Boards, Commission, and City Council

December 6, 2022 Planning and Zoning Commission

- Mr. Handyman Site Plan approval
- Estates of Knoll Creek 2nd Final Plat - recommendation for approval

December 12, 2022 City Council

- 1st Reading - Estates of Knoll Creek 2nd Final Plat
- 2nd Reading (approval) - Easement Vacation at 1109 Hillwick Lane, Westbrook at Creekmoor 15th Plat, lot 417.
- 2nd Reading (approval) - Elite Fence Lot 1 Final Plat.
- 2nd Reading (approval) - Foxwood Plaza Lot 2 Replat/Final Plat.
- 2nd Reading (approval) - Raymore Commerce Center Plan for Industrial Development - Plan Amendment and Restatement and Chapter 100 Bond Issuance: Building 3.

December 20, 2022 Planning and Zoning Commission

- Meeting Canceled

December 26, 2022 City Council

- No meeting scheduled due to Christmas Holiday

Upcoming Meetings – January

January 3, 2023 Planning and Zoning Commission

- Meeting Canceled

January 9, 2023 City Council

- 2nd Reading - Estates of Knoll Creek 2nd Final Plat
- Annual TIF Summary Report - Economic Development Dept.

January 17, 2023 Planning and Zoning Commission

- Edgewater at Creekmoor 8th Final Plat
- Edgewater at Creekmoor 9th Final Plat

January 23, 2023 City Council

- 1st Reading - Edgewater 8th Final Plat
- 1st Reading - Edgewater 9th Final Plat

January 30, 2023 Joint City Council & Planning and Zoning Work Session

- Presentation and discussion on short and long term rental housing

Department Activities

- Development Services staff met with Parks and Recreation and Public Works staff to review progress on the City's ongoing Comprehensive Plan effort.
- Development Services Director David Gress participated in the Metropolitan Mayors Caucus Age Friendly Communities Collaborative. City staff shared information on the City's efforts related to the Community for All Ages initiative.
- Economic Development Director Brandon Keller and Development Services Director David Gress attended the Chamber of Commerce Annual Holiday Social, and were sworn in as board members for the 2023 year.
- City Planner Dylan Eppert attended the monthly Southland Planners morning coffee with other planners from Belton, Grandview, Harrisonville and Peculiar.
- Economic Development Director Brandon Keller was invited to attend the Raymore Peculiar Sunrise Optimist Club meeting on Tuesday to share information about projects including Whataburger, Johnny's Tavern and more!
- Economic Development Director Brandon Keller attended a networking meeting hosted by Everygy Economic Development to meet and network with new team members.
- Development Services Director David Gress and GIS Coordinator Heather Eisenbarth met with representatives of the Raymore-Peculiar School District to discuss opportunities to incorporate GIS into district projects and initiatives.
- Development Services Director David Gress and Economic Development Director Brandon Keller attended the Raymore Chamber Coffee Connect hosted by Country Club Bank, as well as the Annual Board Retreat of the Raymore Chamber of Commerce.

- Staff scheduled a Good Neighbor meeting for Wednesday, Dec. 14, 2022 to discuss a proposed car wash located in the Foxwood Plaza development, west of Culver's. The applicant requested approval to locate a non-sales-tax generating business within an existing Tax Increment Financing District.
- City Planner, Dylan Eppert attended a webinar hosted by the American Planning Association, *Digital Permitting to Pattern Zoning: Keys to Preparing Your Community for Growth and Development*.
- Development Services Director David Gress participated in the MARC sponsored Planners' Roundtable to discuss complete streets, comprehensive planning, and other planning topics.
- GIS Coordinator Heather Eisenbarth celebrated her 20-year work anniversary with the City of Raymore. Mrs. Eisenbarth is responsible for the GIS operations of the City and provides mapping and data services to nearly every department within the City.
Congratulations, Heather!
- GIS Coordinator Heather Eisenbarth provided technical assistance for snow mapping to the City of Peculiar, as well as City of Raymore staff in preparation for the upcoming snow event.
- Economic Development Director Brandon Keller attended a retirement party for the City's economic development partners with Evergy.



GIS Activities

- Troubleshoot logging operations and year end QA/QC
- Data development for performance & scheduled sync operations
- Database administration & tuning of database services, annual backup
- Research migration methods for distributed architecture
- Accession/removal of apps & operational data created in ArcGIS Online
- Application development (Citizen lookup, parks dashboard, utilities, etc)
- Logging of scheduled distributed data operations
- Cartographic & annotation layers improvements, update of wall maps
- Data creation & sharing - trash collection, cellular antenna locations & public trees
- Massive open online course (MOOC) 'Migration operations & tools'

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: RAYMORE	Reporting Period: Dec 1, 2022 - Dec 30, 2022	
Mailing Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083				
Physical Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083			County: Cass County	Circuit: 17
Telephone Number: (816)3311712			Fax Number:	
Prepared by: ANGIE R DAVIS			E-mail Address:	
Municipal Judge: ROSS NIGRO				
<u>II. MONTHLY CASELOAD INFORMATION</u>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		72	1,199	661
B. Cases (citations/informations) filed		4	84	30
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	1
4. plea of GUILTY in court		3	66	9
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	17	1
6. dismissed by court		0	0	0
7. <i>nolle prosequi</i>		0	5	96
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		3	88	107
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		73	1,195	584
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>			<u>IV. PARKING TICKETS</u>	
1. # Issued during reporting period	111	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	147	<input checked="" type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,596			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: RAYMORE	Reporting Period: Dec 1, 2022 - Dec 30, 2022
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$10,032.50	Court Automation	\$700.64
Clerk Fee - Excess Revenue	\$893.45	Law Enf Arrest-Local	\$200.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$27.54	Total Other Disbursements	\$900.64
Bond forfeitures (paid to city) - Excess Revenue	\$355.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$18,860.50
Total Excess Revenue	\$11,308.49	Bond Refunds	\$150.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$19,010.50
Fines - Other	\$3,743.50		
Clerk Fee - Other	\$307.64		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$100.10		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$713.65		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$9.48		
Law Enforcement Training (LET) Fund surcharge	\$194.00		
Domestic Violence Shelter surcharge	\$388.00		
Inmate Prisoner Detainee Security Fund surcharge	\$194.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$1,001.00		
Total Other Revenue	\$6,651.37		

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, DECEMBER 12, 2022 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, FORSTER, HOLMAN, TOWNSEND, AND WILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call to Order

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

2. Roll Call

City Clerk Erica Hill called roll; quorum present to conduct business.

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

6. Staff Reports

City Clerk Erica Hill provided information regarding candidate filing for the April 4, 2023 General Municipal Election.

Development Services Director David Gress reviewed the staff report included in the packet and updated the Council on current development projects.

Chief of Police Jim Wilson provided an update on the opening day traffic at Whataburger and discussed the recent Raymore Police Department Shop with a Cop Event.

City Manager Jim Feuerborn announced items for the December 19 work session.

7. Committee Reports

8. Consent Agenda

A. City Council Regular Meeting minutes, November 28, 2022

B. Resolution 22-32: Acceptance of Public Improvements - The Venue of the Good Ranch - Lots 1, 4, 5, and Tract B

C. Resolution 22-38: Acceptance of Public Improvements - Alexander Creek 3rd Plat

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

9. Unfinished Business

A. Easement Vacation - 1109 Hillswick Lane

BILL 3762: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING A PORTION OF A 25 FOOT UTILITY EASEMENT LOCATED ON LOT 417 IN WESTBROOK AT CREEKMOOR FIFTEENTH PLAT, A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3762 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3762 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3762 as **Raymore City Ordinance 2022-084.**

B. Elite Fence Final Plat, Lot 1

BILL 3761: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FINAL PLAT OF ELITE FENCE, LOT 1, A TRACT OF LAND LOCATED IN SECTION 15, TOWNSHIP 46 NORTH, RANGE 32 WEST IN RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3761 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3761 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3761 as **Raymore City Ordinance 2022-085**.

C. Starbucks Final Plat - Foxwood Plaza Lots 1 and 2

BILL 3760: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FINAL PLAT OF FOXWOOD PLAZA LOTS 1 AND 2, A REPLAT OF FOXWOOD PLAZA LOT 2, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3760 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3760 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3760 as **Raymore City Ordinance 2022-086**.

D. Raymore Commerce Center Plan for Industrial Development - Plan Amendment and Restatement and Chapter 100 Bond Issuance: Building 3

BILL 3763: "AN ORDINANCE APPROVING AN AMENDED AND RESTATED PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND AUTHORIZING THE TAXABLE INDUSTRIAL REVENUE BONDS (KCI RAYMORE PHASE 2, LLC PROJECT), SERIES 2022 RELATED TO AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS."

City Clerk Erica Hill conducted the second reading of Bill 3763 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3763 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3763 as **Raymore City Ordinance 2022-087**.

10. New Business

A. Calling for April 4, 2023 Municipal Election

BILL 3764: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, CALLING FOR AND ESTABLISHING THE DATE OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 4, 2023."

City Clerk Erica Hill conducted the first reading of Bill 3764 by title only.

City Clerk Erica Hill provided a review of the staff report included in the Council packet. City Charter, Section 9.1, calls for the regular municipal election to be held on the first Tuesday after the first Monday in April. The general municipal election will be held on Tuesday, April 4, 2023, for the seats listed below. Candidate filing begins Tuesday, December 20, 2022, and ends Tuesday, January 17, 2023.

Councilmember Ward 1, two year term: currently held by Victoria Wills
Councilmember Ward 2, two year term: currently held by Joseph Burke III
Councilmember Ward 3, two year term: currently held by Kevin Barber
Councilmember Ward 4, two year term: currently held by John P. Berendzen

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3764 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

B. Recreational Marijuana Sales Tax on April 4, 2023 Ballot

BILL 3771: "AN ORDINANCE AUTHORIZING AND DIRECTING SUBMISSION TO THE VOTERS OF THE CITY OF RAYMORE, MISSOURI, AT THE ELECTION OF APRIL 4, 2023, FOR THE PURPOSE OF AUTHORIZING THE IMPOSITION OF AN ADDITIONAL SALES TAX OF THREE PERCENT (3%) ON THE RETAIL SALE OF ADULT USE MARIJUANA AS PRESCRIBED BY SECTION 115.121.3 RSMO; AND DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF THE ELECTION."

City Clerk Erica Hill conducted the first reading of Bill 3771 by title only.

City Attorney Jonathan Zerr provided a review of the staff report included in the Council packet. On November 8, 2022, the voters of Missouri approved Amendment 3 amending the Missouri Constitution to allow for the sale, regulation, and distribution and use of marijuana. The Missouri Constitution, as amended by Amendment 3, permits voters in cities to impose an additional sales tax of three percent (3%) on the retail sale of adult-use marijuana. Bill 3771 seeks to place the question on the April 4, 2023, ballot for consideration by the registered voters of Raymore, Missouri. If the question is approved, the City of Raymore would collect an additional three percent (3%) sales tax from sales of adult use marijuana. The funds derived from the sales tax will be allocated to the general fund.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3771 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye

Councilmember Townsend Aye
Councilmember Wills Aye

C. Award of Contract - Neal/Settle Printing Inc. For Printing Services

BILL 3766: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH NEAL/SETTLE PRINTING INC. FOR PRINTING SERVICES."

City Clerk Erica Hill conducted the first reading of Bill 3766 by title only.

Communications Manager Melissa Harmer provided a review of the staff report included in the Council packet. The City contracts with a single vendor to help manage the workload of regularly printed items for communications and marketing efforts, as well as for other City departments. The City received one bid in response to the Request for Proposals for printing services. The bid was from Neal/Settle Printing Inc., which the City has contracted with for printing services for several years. She answered questions from Council.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3766 by title only.

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke III	Aye
Councilmember Forster	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye
Councilmember Wills	Aye

D. Award of Contract - Fast Signs for Sign Printing Services

BILL 3767: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FAST SIGNS FOR SIGN PRINTING SERVICES."

City Clerk Erica Hill conducted the first reading of Bill 3767 by title only.

Communications Manager Melissa Harmer provided a review of the staff report included in the Council packet. It is necessary to contract with a single vendor to help manage the workload of needed signage to fulfill the communications needs of various City departments. The City received two bids and used a basket of goods to determine the lowest and best bidder. In review of total and consistent pricing from both firms, staff determined that Fast Signs is the lowest and best bidder and recommends approval of the contract.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3767 by title only.

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke III	Aye
Councilmember Forster	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye
Councilmember Wills	Aye

E. The Estates of Knoll Creek 2nd Final Plat

BILL 3765: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE ESTATES AT KNOLL CREEK 2ND FINAL PLAT, LOTS 57 THROUGH 95 AND TRACTS D AND E, A SUBDIVISION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3765 by title only.

Development Services Director David Gress provided a review of the staff report included in the Council packet. Tyler Sallee, representing Knoll Creek Development, LLC, is requesting final plat approval of the Estates of Knoll Creek 2nd Final Plat, Lots Lot 57 through 95 and Tracts D and E. The proposed plat includes 39 single family lots and 2 common area tracts in accordance with the approved Preliminary Plat.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3765 by title only.

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke III	Aye
Councilmember Forster	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye
Councilmember Wills	Aye

F. Preliminary Plat Extension for Madison Valley Phase 2

RESOLUTION 22-37: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING A ONE-YEAR EXTENSION OF THE PRELIMINARY PLAT FOR THE MADISON VALLEY PHASE 2 DEVELOPMENT."

City Clerk Erica Hill conducted the reading of Resolution 22-37 by title only.

Development Services Director David Gress provided a review of the staff report included in the Council packet. Bryan Rahn, representing Ward Development, has requested an extension to the Preliminary Plat for the Madison Valley Phase 2 development located north of 58 Highway and east of Sunset Lane. The Preliminary Plat was approved on December 20, 2021 by the City Council and is set to expire on December 20, 2022. The Developer is requesting a 1-year extension with a new expiration date of December 20, 2023. The Developer is underway on the design for the 1st phase of this development, which is dependent on the design and construction of the Sunset Lane extension project. Due to unforeseen project delays related to right-of-way acquisition along the adjacent parcel, the applicant has delayed the commencement of site development until such time that Sunset Lane can be extended concurrent with this development. The approved Preliminary Plat and Memorandum of Understanding remain unchanged from their current form. The request will provide a 1-year extension for the development while the acquisition of right-of-way for the Sunset Lane extension is completed.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the reading of Resolution 22-37 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

G. Award of Contract - Trozzolo Communications Group (Emergency Reading)

BILL 3768: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TROZZOLO COMMUNICATIONS GROUP FOR PUBLIC RELATIONS AND COMMUNICATIONS SERVICES RELATED TO THE POTENTIAL LANDFILL DEVELOPMENT AND DUE TO THE NEED TO BEGIN THIS WORK IMMEDIATELY THE MAYOR DECLARES THIS AS AN EMERGENCY."

City Clerk Erica Hill conducted the first reading of Bill 3768 by title only.

City Manager Jim Feuerborn provided a review of the staff report included in the Council packet. The City of Raymore has learned of the potential of a solid waste landfill development directly abutting Raymore's northern border, located in southeast Kansas City, Missouri, between 155th Street and 150 Highway. Staff, in consultation with the Mayor and City Council, have identified three areas for engagement with outside firms related to this potential landfill development including public relations, legal representation, and impact analysis consulting. Following a review of potential firms to perform this work, Trozzolo Communications Group has been determined to be the best partner for the public relations initiatives and has indicated a willingness to work with the City of Raymore. He answered questions from Council.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3768 by title only.

DISCUSSION: Councilmember Holman stated this location is a terrible place for a landfill and would have numerous impacts on the City.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Turnbow declared Bill 3768 an emergency and called for the second reading in its entirety.

City Clerk Erica Hill conducted the second reading of Bill 3768 in its entirety.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3768 in its entirety.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3768 as **Raymore City Ordinance 2022-088**.

H. Award of Contract - Jeffrey law Group, LLC (Emergency Reading)

BILL 3769: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH JEFFERY LAW GROUP, LLC FOR LEGAL SERVICES RELATED TO THE POTENTIAL LANDFILL DEVELOPMENT AND DUE TO THE NEED TO BEGIN THIS WORK IMMEDIATELY THE MAYOR DECLARES THIS AS AN EMERGENCY."

City Clerk Erica Hill conducted the first reading of Bill 3769 by title only.

City Manager Jim Feuerborn provided a review of the staff report included in the Council packet. The City of Raymore has learned of the potential of a solid waste landfill development directly abutting Raymore's northern border, located in southeast Kansas City, Missouri, between 155th Street and 150 Highway. Staff, in consultation with the Mayor and City Council, have identified three areas for engagement with outside firms related to this potential landfill development including public relations, legal representation, and impact analysis consulting. Following a review of potential firms to perform this work, Jeffery Law Group, LLC has been determined to be the best partner for these specialized legal services and has indicated a willingness to work with the City of Raymore.

Councilmember Barber noted there was no retainer fee listed. Mr. Feuerborn stated that the law firm would be used as needed in an advisory capacity. In the event that we would need to enter into legal action, the contract would be renegotiated.

Councilmember Abdelgawad asked why we are using an outside firm. Mr. Feuerborn answered that this group specializes in this particular area.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3769 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Turnbow declared Bill 3769 an emergency and called for the second reading in its entirety.

City Clerk Erica Hill conducted the second reading of Bill 3769 in its entirety.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3769 in its entirety.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3769 as **Raymore City Ordinance 2022-089**.

I. Resolution in Opposition to a Potential Landfill in Southeast Kansas City

RESOLUTION 22-36: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, EXPRESSING OPPOSITION TO ANY PROPOSED FUTURE SOLID WASTE OR DEMOLITION MATERIAL LANDFILL, OR ANY SOLID WASTE OR DEMOLITION MATERIAL TRANSFER STATION BEING LOCATED ON THE CITY'S SHARED NORTHERN BORDER WITH THE CITY OF KANSAS CITY, MISSOURI."

City Clerk Erica Hill conducted the reading of Resolution 22-36 by title only.

City Manager Jim Feuerborn provided a review of the staff report included in the Council packet. The City of Raymore has learned of the potential of a solid waste landfill development directly abutting Raymore's north border, located in southeast Kansas City, Missouri, between 155th Street and 150 Highway. This Resolution formally acknowledges and memorializes the opposition by the City of Raymore City Council to a landfill located in that place. It further requests that the City of Kansas City City Council join them in opposition to the location of a landfill in this location.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the reading of Resolution 22-36 by title only.

DISCUSSION: Councilmember Townsend noted his opposition to the potential landfill project. He expressed his desire for the City of Kansas City to approve a similar Resolution.

Councilmember Barber expressed his support for this Resolution.

Councilmember Abdelgawad noted the environmental impact a project of this type would cause to the region.

Councilmembers Burke and Berendzen agreed with their fellow council members.

Mayor Turnbow stated that the group that is planning this project has heard and will continue to hear from the City of Raymore as our efforts to stop this project move forward.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers thanked the Police Department for the Shop with a Cop event, wished the happiest holiday wishes and a happy New Year, and thanked staff for their continuous efforts.

Councilmember Holman extended an invitation to those organizing the potential landfill project to join in finding an acceptable location.

Councilmember Berendzen reminded citizens to lock vehicles, not leave your car running in the driveway, and watch out for your neighbors.

MOTION: By Councilmember Townsend, second by Councilmember Holman to adjourn to Executive Session to discuss real estate acquisition matters and personnel matters as authorized by §610.021 (2)(3).

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

The regular meeting of the Raymore City Council adjourned to Executive Session at 7:49 p.m.

13. Adjournment

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

The regular meeting of the Raymore Council adjourned at 8:26 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 23-01

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, DESIGNATING MEMBERS TO SERVE ON THE BOARDS OF DIRECTORS OF THE FOXRIDGE COMMUNITY IMPROVEMENT DISTRICT, THE HUBACH HILL ROAD AND NORTH CASS PARKWAY COMMUNITY IMPROVEMENT DISTRICT, THE JETER FARM COMMUNITY IMPROVEMENT DISTRICT, THE RAYMORE GALLERIA COMMUNITY IMPROVEMENT DISTRICT, THE 58 HIGHWAY REGIONAL MARKET CENTER COMMUNITY IMPROVEMENT DISTRICT, THE HUBACH HILL ROAD AND NORTH CASS PARKWAY TRANSPORTATION DEVELOPMENT DISTRICT, THE BELTON/RAYMORE INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT, THE FOXWOOD VILLAGE SHOPS COMMUNITY IMPROVEMENT DISTRICT, AND THE 58 HIGHWAY AND DEAN AVENUE COMMUNITY IMPROVEMENT DISTRICT FOR ONE YEAR PERIODS DESIGNATED HEREIN BEGINNING IN 2023."

WHEREAS, the bylaws and agreements governing the Foxridge Community Improvement District, the Hubach Hill Road and North Cass Parkway Community Improvement District, the Jeter Farm Community Improvement District, the Raymore Galleria Community Improvement District, the 58 Highway Regional Market Center Community Improvement District, the Hubach Hill Road and North Cass Parkway Transportation Development District, the Belton/Raymore Interchange Transportation Development District, the Foxwood Village Shops Community Improvement District, and the 58 Highway and Dean Avenue Community Improvement District (collectively the "Districts") provide for the appointment of members to the boards of directors of the Districts to be made by the Mayor, with the advice and consent of the City Council; and,

WHEREAS, by adoption of this Resolution, the City desires to designate the members that will serve on the boards of directors of the Districts for the one year periods designated below, all of which periods begin during the calendar year 2023; and,

WHEREAS, for any member of any of the boards of directors whose term has expired, or will expire during 2023, this Resolution shall serve to appoint the member for a new term, for a length of time indicated in parenthesis behind the member's name; and,

WHEREAS, for those members of the boards of directors whose terms have not expired, and will not expire prior to the beginning of the period designated for each District below, this Resolution shall serve to confirm that those members of the boards of directors will continue to serve during the period indicated for each District.

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

Section 1. Foxridge Community Improvement District. The following individuals shall serve as Directors for the period March 31, 2023 through March 30, 2024:

- a. Brandon Keller (current term is March 31, 2021 through March 30, 2025).
- b. Ryan Murdock (new term of March 31, 2023 through March 30, 2027).
- c. David Gress (new term of March 31, 2023 through March 30, 2027).
- d. Elisa Williams (current term is March 31, 2021 through March 30, 2025).
- e. Erica Hill (current term is March 31, 2021 through March 30, 2025).

Section 2. Hubach Hill Road and North Cass Parkway Community Improvement District. The following individuals shall serve as Directors for the period July 14, 2023 through July 13, 2024:

- a. Brandon Keller (current term is July 14, 2022 through July 13, 2026).
- b. Ryan Murdock (current term is July 14, 2020 through July 13, 2024).
- c. David Gress (current term is July 14, 2020 through July 13, 2024).
- d. Elisa Williams (current term is July 14, 2022 through July 13, 2026).
- e. Erica Hill (current term is July 14, 2022 through July 13, 2026).

Section 3. Jeter Farm Community Improvement District. The following individuals shall serve as Directors for the period July 22, 2023 through July 21, 2024:

- a. Matt Cox (current term is July 22, 2020 through July 21, 2024).
- b. Ryan Murdock (current term is July 22, 2022 through July 21, 2026).
- c. Elisa Williams (current term is July 22, 2022 through July 21, 2026).
- d. Chris Hotop (current term is July 22, 2020 through July 21, 2024).
- e. John States (current term is July 22, 2022 through July 21, 2026).

Section 4. Raymore Galleria Community Improvement District. The following individuals shall serve as Directors for the period July 23, 2023 through July 22, 2024:

- a. Steve Caffey (current term is July 23, 2020 through July 22, 2024).
- b. Amy Ehlers (current term is July 23, 2022 through July 22, 2026).
- c. Ryan Murdock (current term is July 23, 2022 through July 22, 2026).
- d. Brandon Keller (current term is July 23, 2020 through July 22, 2024).
- e. Angie Rogers (current term is July 23, 2022 through July 22, 2026).
- f. Elisa Williams (current term is July 23, 2022 through July 22, 2026).

Section 5. 58 Highway Regional Market Center Community Improvement District. The following individuals shall serve as Directors for the period August 28, 2023 through August 27, 2024:

- a. Denise Armentrout (current term is August 28, 2020 through August 27, 2024).
- b. David Cosentino (current term is August 28, 2022 through August 27, 2026).
- c. Ryan Murdock (current term is August 28, 2020 through August 27, 2024).
- d. Elisa Williams (current term is August 28, 2020 through August 27, 2024).
- e. Robert Vigliaturo (current term is August 28, 2022 through August 27, 2026).

Section 6. Hubach Hill Road and North Cass Parkway Transportation Development District. The following individuals shall serve as Directors for the period September 15, 2023 through September 14, 2024, subject to the election by the qualified voters within the District:

- a. Brandon Keller (current term is September 15, 2022 through September 14, 2026).
- b. Ryan Murdock (current term is September 15, 2020 through September 14, 2024).
- c. David Gress (current term is September 15, 2020 through September 14, 2024).
- d. Elisa Williams (current term is September 15, 2022 through September 14, 2026).
- e. Erica Hill (current term is September 15, 2020 through September 14, 2024).

Section 7. Belton/Raymore Interchange Transportation Development District. The following individuals shall serve as Directors for the period November 21, 2023 through November 20, 2024:

- a. Gilbert Good as the Raymore Nominated Director (new term of November 21, 2023 through November 20, 2024).
- b. The person holding the office of Mayor Pro-Tem is the Raymore Appointed Advisory Director (new term of November 21, 2023 through November 20, 2024).

Section 8. Foxwood Village Shops Community Improvement District. The following individuals shall serve as Directors for the period November 24, 2023 through November 23, 2024:

- a. Ryan Murdock (current term is November 24, 2021 through November 23, 2025).
- b. Elisa Williams (current term is November 24, 2021 through November 23, 2025).
- c. Kristofer Turnbow (current term is November 24, 2020 through November 23, 2024).

- d. Mark Klinkenberg (current term is November 24, 2020 through November 23, 2024).
- e. Matthew Mitchell (current term is November 24, 2021 through November 23, 2025).

Section 9. 58 Highway and Dean Avenue Community Improvement District.

The following individuals shall serve as Directors for the period November 2, 2023 through November 1, 2024:

- a. Justin Kaufmann (current term is November 2, 2020 through November 1, 2024).
- b. Ryan Murdock (current term is November 2, 2020 through November 1, 2024).
- c. Adam Lyngar (current term is November 2, 2022 through November 1, 2026).
- d. Brandon Keller (current term is November 2, 2022 through November 1, 2026).
- e. Elisa Williams (current term is November 2, 2022 through November 1, 2026).

Section 10. This Resolution shall become effective on and after the date of passage and approval.

Section 11. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 9TH DAY OF JANUARY, 2023 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 23-02

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE MUNICIPAL DETENTION IMPROVEMENTS."

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 Municipal Detention Improvements Project is accepted.

Section 2. The final payment in the amount of \$18,070.94 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 9TH DAY OF JANUARY, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: December 12, 2023

SUBMITTED BY: Erica Hill

DEPARTMENT: City Clerk

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

TITLE / ISSUE / REQUEST

Bill 3764: Calling for the April 4, 2023 Municipal Election

STRATEGIC PLAN GOAL/STRATEGY

4.3.3: Demonstrate our dedication to ethical behavior and transparency

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

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

The election will be held on Tuesday, April 4, 2023, for the following officers of the City:

Councilmember Ward 1, two year term: currently held by Victoria Wills

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

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

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

Candidate filing begins Tuesday, December 20, 2022, and ends Tuesday, January 17, 2023.

BILL 3764

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, CALLING FOR AND ESTABLISHING THE DATE OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 4, 2023."

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

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

Section 1. The annual election of the officers of the City of Raymore shall be held on the 4th day of April, 2023.

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

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

Section 3. The City Clerk of the City of Raymore is directed to comply with the Comprehensive Election Act of 1977 as amended and to give notice as required by law. Candidate filing opens on December 20, 2022, and will close on January 17, 2023.

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

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

DULY READ THE FIRST TIME THIS 12TH DAY OF DECEMBER, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF JANUARY, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: December 12, 2022

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

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

TITLE / ISSUE / REQUEST

Bill 3771: Recreational Marijuana Sales Tax on April 4, 2023 Ballot

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

On November 8, 2022, the voters of Missouri approved Amendment 3 amending the Missouri Constitution to allow for the sale, regulation, and distribution and use of marijuana. The Missouri Constitution, as amended by Amendment 3, permits voters in cities to impose an additional sales tax of three percent (3%) on the retail sale of adult use marijuana. Bill 3771 seeks to place the following question on the April 4, 2023, ballot for consideration by the registered voters of Raymore, Missouri:

"QUESTION

(Additional Sales Tax on Retail Sale of Adult-Use Marijuana)

Shall the City of Raymore impose an additional sales tax of three percent (3%) on the retail sale of adult-use non-medicinal marijuana

Yes No

If you are in favor of the question, darken the oval opposite YES . If you are opposed to the question, darken the oval opposite NO . Additional instructions to voters may be supplied by the election authorities."

If the question is approved, the City of Raymore would collect an additional three percent (3%) sales tax from sales of adult use marijuana. The funds derived from the sales tax will be allocated to the general fund.

BILL 3771

ORDINANCE

“AN ORDINANCE AUTHORIZING AND DIRECTING SUBMISSION TO THE VOTERS OF THE CITY OF RAYMORE, MISSOURI, AT THE ELECTION OF APRIL 4, 2023, FOR THE PURPOSE OF AUTHORIZING THE IMPOSITION OF AN ADDITIONAL SALES TAX OF THREE PERCENT (3%) ON THE RETAIL SALE OF ADULT USE MARIJUANA AS PRESCRIBED BY SECTION 115.121.3 RSMO; AND DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF THE ELECTION.”

WHEREAS, on November 8, 2022, the voters of Missouri approved Amendment 3 amending the Missouri Constitution to allow for the sale, regulation, and distribution and use of marijuana; and,

WHEREAS, the Missouri Constitution, as amended by Amendment 3, permits voters in cities to impose an additional sales tax of three percent (3%) on the retail sale of adult use marijuana; and,

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

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

WHEREAS, the City wishes to impose the additional sales tax of three percent (3%) on the retail sale of adult-use marijuana which funds will be allocated to the general fund; and,

WHEREAS, Section 115.121.3 of the Missouri Revised Statutes provides that the “general municipal election day” is on the first Tuesday following the first Monday in April each year; and,

WHEREAS, the next general municipal election day is April 4, 2023.

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

Section 1. ELECTION CALLED. A general municipal election is called and shall be held on Tuesday, April 4, 2023, for the purpose of submitting to the voters the question of whether to impose an additional sales tax of three percent (3%) on the retail sale of adult-use marijuana.

Section 2. BALLOT TITLE. The ballot title shall be:

QUESTION
(Additional Sales Tax on Retail Sale of Adult-Use Marijuana)

Shall the City of Raymore impose an additional sales tax of three percent (3%) on the retail sale of adult-use non-medicinal marijuana

Yes No

If you are in favor of the question, darken the oval opposite "YES". If you are opposed to the question, darken the oval opposite "NO". Additional instructions to voters may be supplied by the election authorities.

Section 3. ELECTION NOTICE. That the notice of election shall read as follows:

NOTICE OF ELECTION
CITY OF RAYMORE, MISSOURI

Notice is hereby given to the qualified voters of the City of Raymore, Missouri, that the City Council of the City has called a general municipal election to be held in the City on April 4, 2023, commencing at 6:00 A.M. and closing at 7:00 p.m., on the question contained in the following sample ballot:

OFFICIAL BALLOT
CITY OF RAYMORE

GENERAL MUNICIPAL ELECTION, APRIL 4, 2023

QUESTION
(Additional Sales Tax on Retail Sale of Adult Use Marijuana)

Shall the City of Raymore impose an additional sales tax of three percent (3%) on the retail sale of adult-use non-medicinal marijuana

Yes No

If you are in favor of the question, darken the oval opposite "YES". If you are opposed to the question, darken the oval opposite "NO". Additional instructions to voters may be supplied by the election authorities.

A complete copy of Bill 3771 (as it may be amended) submitting the above question to the electorate is on file in the Office of the City Clerk of Raymore, Missouri, and is open for inspection and copying.

The election will be held at the following polling places in the City of Raymore, Missouri, as designated by the Cass County Election Authority:

Centerview, 227 Municipal Circle
Raymore Activity Center, 1101 Madison Street
Fellowship Church, 116 S. Washington Street

I hereby certify that the foregoing is the legal notice to be published pursuant to Section 115.127 RSMo., as amended.

Given under my hand and the official seal of the City of Raymore, Missouri, this ____ day of _____, 20__.

(SEAL)

Erica Hill
City Clerk of Raymore, Missouri

Before me, a notary public, personally appeared Erica Hill, to me known to be the City Clerk of Raymore, Missouri, and the person who acknowledged to me that she executed the same for the purposes therein stated.

Notary Public

My Commission Expires: _____

Section 4. ELECTION NOTICE APPROVED. The form of Notice of Election shown above is hereby approved.

Section 5. NOTICE TO ELECTION AUTHORITIES BY CITY CLERK. That following passage of this Ordinance the City Clerk is hereby authorized and directed to deliver certified copies of this Ordinance and Notice of Election to the County Clerk of Cass County, Missouri, no later than 4:00 P.M. on Tuesday, January 24, 2023, and to include in said notification all of the terms and provisions required by Chapter 115, RSMo, as amended.

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

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

Section 8. APPLICATION OF SALES TAX PROCEEDS. The City Council hereby expresses the intention to allocate the additional sales tax of three percent (3%) on sales of adult-use marijuana to the general fund.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 10. EFFECTIVE DATE. The effective date of approval shall be coincidental with the Mayor's signature and attestation by the City Clerk.

DULY READ THE FIRST TIME THIS 12TH DAY OF DECEMBER, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF JANUARY 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: December 12, 2022

SUBMITTED BY: Melissa Harmer

DEPARTMENT: Communications

<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 3766: Award of Contract to Neal/Settle Printing Inc. for Printing Services

STRATEGIC PLAN GOAL/STRATEGY

1.2: Enhance first impressions of the community

FINANCIAL IMPACT

Award To: Neal/Settle Printing Inc.
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 1, 2023	December 31, 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Proposal Form

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

It is necessary to contract with a single vendor to help manage the workload of regularly printed items for communications and marketing efforts, as well as for other City departments.

The City received one bid in response to the Request for Proposals for printing services. The bid was from Neal/Settle Printing Inc., which the City has contracted with for printing services for several years.

BILL 3766

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH NEAL/SETTLE PRINTING INC. FOR PRINTING SERVICES."

WHEREAS, the City Council's strategic plan, Goal 1.2 outlines steps for enhancing the City's first impressions with residents and stakeholders; and,

WHEREAS, the City's need for professional printing services for communications and marketing efforts is necessary.

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

Section 1. The City Manager is authorized to enter into a contract with Neal/Settle Printing Inc., attached as Exhibit A.

Section 2. The City Manager and the City Clerk are authorized to enforce the contract and make changes within 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 12TH DAY OF DECEMBER, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF JANUARY, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

PRINTING SERVICES

Agreement made this **9th** day of **January, 2023**, between Neal/Settle Printing Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 14004 Norby Rd, Grandview, MO 64030, 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 January 1, 2023 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 23-001 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to perform printing services as prescribed in the RFP document. This contract is for services provided in a one year period beginning Jan. 1, 2023 and ending Dec. 31, 2023. This term shall automatically renew for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

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

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

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

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

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

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, 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 shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

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

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

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

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

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

ARTICLE VIII TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

ARTICLE XI 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 XII
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

NEAL/SETTLE PRINTING INC.

By: Rex Neal

Title: President

Attest: Michele Lathan

APPENDIX A
SCOPE OF SERVICES

PRINTING SERVICES

ANTICIPATED SCOPE OF SERVICES:

The successful Contractor will provide all materials, equipment, staffing, and supplies necessary to perform printing services for the items listed in response to this request for bids. Prices quoted by the contractor shall remain in effect for a one year contract period (with option to renew for two additional years).

Upon Request the City shall supply the logos for Administration, Parks and Recreation, Public Works , Court and Police Department, and any other pertinent artwork to the contractor.

Materials are expected to be of the highest quality.

CITY OF RAYMORE, MISSOURI
RFP # 23-001

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 Communications 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 Communications Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of December, 2022. Contractor agrees to perform printing services as prescribed in the RFP document. This contract is for services provided in a one year period beginning Jan. 1, 2023 and ending Dec. 31, 2023. This term shall automatically renew for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. *Insurance*

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

Insurance requirements are minimums required for a City Occupational License. General Liability \$300,000 and workers compensation if required by State statute.

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any

claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

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

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

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

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

G. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services. Payment of invoices shall occur within 30 days after receipt of said invoice.

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of

Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

The Bidder further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the

City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Communications 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/Certificates*

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

P. *Bid Bond*

A bid bond or certified check from a surety or bank, approved by the Purchasing Specialist, in the amount of \$500.00 must accompany each proposal. Prior approval of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening of bids.

Q. *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.

R. *Release of Information*

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

S. *Affidavit of Work Authorization and Documentation*

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

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

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

PROPOSAL FORM A
RFP 23-001

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Neal/Settle Printing Inc.

ADDRESS: 14004 Norby Rd.
Street

ADDRESS: Grandview MO. 64030
City State Zip

PHONE: 816-763-2211

E-MAIL: steve@nealsettle.com

DATE: 11/16/22 Steven Stark / Sales Rep.
(Month-Day-Year) Signature of Officer/Title

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

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

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

PROPOSAL FORM B
RFP 23-001

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

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

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

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

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 23-001

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 36 months.

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

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

COMPANY NAME	<i>University of Central Missouri</i>
ADDRESS	<i>415 E. Clark St. Bldg. B Warrensburg, MO.</i>
CONTACT PERSON	<i>Brant Hartenstein</i>
TELEPHONE NUMBER	<i>660-543-4073</i>
PROJECT, AMOUNT AND DATE COMPLETED	<i>Contract Printer since 2018. Ongoing projects daily. Packet Folders, Alumni Magazines, Invites, Letterhead, Posters, Banners, Brochures, Envelopes.</i>

COMPANY NAME	<i>Advent Health-Shawnee Mission</i>
ADDRESS	<i>9100 W. 74th St. Shawnee Mission, K.S. 66204</i>
CONTACT PERSON	<i>Morgan Shandler - Director of Communications</i>
TELEPHONE NUMBER	<i>913.789-5570</i>
PROJECT, AMOUNT AND DATE COMPLETED	<i>Customer for 20 years. Ongoing projects daily. Warehousing and fulfillment services. Letterhead, Envelopes, Packet Folders, Annual Reports, Brochures, Posters, Banners, Yard signs, Forms, Pads.</i>

COMPANY NAME	<i>North Kansas City Hospital</i>
ADDRESS	<i>2800 Clay Edwards Drive</i>
	<i>North Kansas City, MO. 64116</i>
CONTACT PERSON	<i>Michelle Ford</i>
TELEPHONE NUMBER	<i>816-691-3022</i>
PROJECT, AMOUNT AND DATE COMPLETED	<i>Customer for 18 years. Ongoing, weekly projects. Pocket-Folders, Brochures, Envelopes, Cards. Saddle-Stitched Books.</i>

COMPANY NAME	<i>Midwest Aortic and Vascular Institute</i>
ADDRESS	<i>2750 Clay Edwards Dr.</i>
	<i>Kansas City, MO. 64116</i>
CONTACT PERSON	<i>Ginger Bliss - Chief Operating Officer</i>
TELEPHONE NUMBER	<i>816-659-8194</i>
PROJECT, AMOUNT AND DATE COMPLETED	<i>Customer for 6 years. Weekly, ongoing projects. Warehouse and fulfillment services. Folders, letterhead pads, brochures, envelopes, mailers.</i>

COMPANY NAME	<i>Spring Venture Group</i>
ADDRESS	<i>120 W. 12th St. Suite 1700</i>
	<i>K.C. MO. 64105</i>
CONTACT PERSON	<i>Randall Sotelliffe</i>
TELEPHONE NUMBER	<i>816-985-1086</i>
PROJECT, AMOUNT AND DATE COMPLETED	<i>Ongoing work. Folders, Postcards Business Cards. Customer for 6 years.</i>

State the number of Years in Business:
60 years

State the current number of personnel on staff:
11

PROPOSAL FORM D

RFP 23-001

Proposal of Neal/Settle Printing Inc., organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as (*) a 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. 23-001 - Printing Services.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 23-001

PRINTING SERVICES

Item #	Item Description	Quantity ordered at a time	Price
1	#10 Window Envelope with Return Address and Logo #24 white woven. Admin, Court and Police have different Logos	3,000	240.00
2	#10 Regular Envelope with Return Address And Logo #24 white woven. Admin, Court and Police have different Logos.	3,000	225.00
3	#10 Reverse Flap Security Envelope with Return Address and Logo #24 white woven	3,000	278.00
4	Ruled 8 1/2" x 11" notepads with 3 hole. Different Departments will use different letterhead <i>1/0 Black 50 per pad</i>	25 pads	205.00
5	Non-ruled 8 1/2" x 11" notepads with 3 hole. Different Departments will use different letterhead <i>1/0 Black 50 per pad</i>	25 pads	205.00
6	Business Cards on Linen Card Stock <i>4/4</i> Font: HK, Nova and Archer - varies by dept.	500/Box	68.00
7	Door Hangers - 5" x 11" matte <i>4/4</i>	300	196.00
8	Post Card 4" x 6" glossy for mailing	1,000	172.00
9	Notice 4" x 6" yellow paper <i>80 Pads, 25 Per Pad</i>		74.00
10	Stickers 2" x 3 1/2". - Approved/Not Approved	1,000	152.00
11	Court Probation Sheets - 2 part carbonless 8 1/2" x 11"	500	113.00
12	Court case jacket 5" x 9 1/4" policy envelope with top cut off – pre-printed front and back	2,500	X
13	Standard postcard: 5.5" x 4.3" full color	10,000	755.00
14	Oversized postcard: 8.5" x 5.47" full color	10,000	1,100.00
15	Note cards: 5.5" x 4" full-color, folded with envelopes	500	302.00
16	Rack cards 4" x 9" full color	500	132.00
17	Police Dept. Letterhead	500	214.00
18	Court Payment Agreements - 2 part carbonless 8 1/2" x 11"	1,000	199.00
19	Court 4" x 5" pads "Track this case" glued at the top	100 pads of 50	152.00

Miscellaneous Costs & Other Items:

Set Up Fees	<u>0</u>
Delivery Charge per order	<u>0</u>
Rush order processing additional costs	<u>As Necessary</u>
Standard Discount for items ordered not directly related to any above	<u>10%</u>
Approximate number of days from order to delivery of order	<u>5-10</u>

With your bid, please submit a minimum of five different samples of the items above, as proof of quality of products being priced on the bid sheet for staff evaluation. These samples may be new items, overruns, or items printed incorrectly for others. Staff will be examining the quality of the products priced in this proposal.

BID
OF: Neal/Seattle Printing Inc.
(Firm Name)
DATE: 11/16/22

LATE BIDS CANNOT BE ACCEPTED!

E-Verify



Company ID Number: 324764

Approved by:

E-Verify Employer Agent Employer Neal/Settle Printing, Inc	
Name (Please Type or Print) Connie J Neal	Title
Signature Electronically Signed	Date 05/05/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/05/2010



Company ID Number: 324764

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Neal/Settle Printing, Inc
Company Facility Address	14004 Norby Road Grandview, MO 64030
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	430794528
North American Industry Classification Systems Code	323
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

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 _____, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Steven T. Stark
Company: Neal/Settle Printing Inc.
Address: 14004 Norby Rd. Grandview, MO. 64030

- 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 #23-001.

- 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.

Neal/Settle Printing Inc.
Company Name

Steven T. Stark
Signature

Name: Steven T. Stark

Title: Sales Representative

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 14th day of November, 2022.

Notary Public: Mecca Khalidah Hazziez

My Commission Expires: October 19th 2025

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.

MECCA KHALIDAH HAZZIEZ
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES OCTOBER 19, 2025
JACKSON COUNTY
COMMISSION #21533254



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: December 12, 2022

SUBMITTED BY: Melissa Harmer

DEPARTMENT: Communications

<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 3767: Award of Contract to Fast Signs for Sign Printing Services

STRATEGIC PLAN GOAL/STRATEGY

1.2: Enhance first impressions of the community

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 1, 2023	December 31, 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

It is necessary to contract with a single vendor to help manage the workload of needed signage to fulfill the communications needs of various City departments.

The City received two bids and used a basket of goods to determine the lowest and best bidder. In review of total and consistent pricing from both firms submitting staff determined that Fast Signs is the lowest and best bidder and recommends approval of contract.

BILL 3767

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FAST SIGNS FOR SIGN PRINTING SERVICES."

WHEREAS, the City Council's strategic plan, Goal 1.2 outlines steps for enhancing the City's first impressions with residents and stakeholders; and,

WHEREAS, the City's need for professional printing services for signs, banners and other specialty signage is necessary.

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

Section 1. The City Manager is authorized to enter into a contract with Fast Signs, attached as Exhibit A.

Section 2. The City Manager and the City Clerk are authorized to enforce the contract and make changes within 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 12TH DAY OF DECEMBER, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF JANUARY, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

SIGN PRINTING SERVICES

Agreement made this **9th** day of **January, 2023**, between Fast Signs, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 17331 E. US Hwy 40, Suite 104, Independence, MO 64055, 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 **January 1, 2023**, 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 23-002 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to perform sign printing services as prescribed in the RFP document. This contract is for services provided in a one year period beginning Jan. 1, 2023 and ending Dec. 31, 2023. This term shall automatically renew for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

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

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

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

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

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

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, 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 shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

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

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

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

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

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

ARTICLE VIII TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

ARTICLE XI 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 XII
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

FAST SIGNS

By: Stanford

Title: PRESIDENT

Attest: Jill R Hoffman

APPENDIX A
SCOPE OF SERVICES

SIGN PRINTING SERVICES

ANTICIPATED SCOPE OF SERVICES:

The successful Contractor will provide all materials, equipment, staffing, and supplies necessary to perform Sign Printing services for the items listed in response to this request for Proposals. Prices quoted by the contractor shall remain in effect for a one year contract period (with option to renew for two additional years).

Upon Request the City shall supply the logos for Administration, Parks and Recreation, Public Works, Court and Police Department, and any other pertinent artwork to the contractor.

Materials are expected to be of the highest quality.

Project is Tax Exempt

CITY OF RAYMORE, MISSOURI
RFP # 23-002

Appendix B
General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Communications 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 Communications Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of December, 2022. Contractor agrees to perform sign printing services as prescribed in the RFP document. This contract is for services provided in a one year period beginning Jan. 1, 2023 and ending Dec. 31, 2023. This term shall automatically renew for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. *Insurance*

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

Insurance requirements are minimums required for a City Occupational License. General Liability \$300,000 and workers compensation if required by State statute.

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any

claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

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

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

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

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

G. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services. Payment of invoices shall occur within 30 days after receipt of said invoice.

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of

Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Communications 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/Certificates*

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

P. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the Purchasing Specialist, in the amount of \$500.00 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 sixty (60) days after the date of opening of bids.

Q. *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.

R. *Release of Information*

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

S. *Affidavit of Work Authorization and Documentation*

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

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

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

	23-002	SIGN PRINTING SERVICES		
ITEM		Fast Signs		Blink Signs
1	2X4 BANNER	28.00		16.67
2	3X6 BANNER	63.00		22.80
3	4X8 BANNER	112.00		52.47
4	24X36 WALL SIGN	39.00		80.00
5	4 x 8 CORO PLASTIC SIGN	200.00		48.33
6	17X36 POLE BANNER	36.00		20.93
7	22 X 36 POLE BANNER	46.00		27.50
8	18X24 YARD SIGN SINGLE	18.00/20.00		49.98
	SET UP FEES	0		0
	DELIVERY CHARGE	70		280
	RUSH ORDER CHARGE	25%		30%
	DISCOUNT	15%		20%
	DAYS TO DELIVER	3-4 days		4-5 days

PROPOSAL FORM A
RFP 23-002

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: FASTSIGNS

ADDRESS: 17331 E. US HWY 40 SUITE 104
Street

ADDRESS: INDO MO 64055
City State Zip

PHONE: 816-252-0909

E-MAIL: STAN.HOFFMAN@FASTSIGNS.COM

DATE: 11/16/2022
(Month-Day-Year) Stan Hoffman Owner
Signature of Officer/Title

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

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

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

PROPOSAL FORM B
RFP 23-002

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 23-002

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 36 months.

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

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

COMPANY NAME	UNILEVER
ADDRESS	13000 E 35 TH ST
	INDEP. MO 64055
CONTACT PERSON	JASON RESCHER
TELEPHONE NUMBER	816-809 5841
PROJECT, AMOUNT AND DATE COMPLETED	8,000 2021

COMPANY NAME	CENTERPOINT MEDICAL CENTER
ADDRESS	19600 E 39 TH ST S.
	INDEP MO 64057
CONTACT PERSON	DAVE RIGGS
TELEPHONE NUMBER	816-698-7090
PROJECT, AMOUNT AND DATE COMPLETED	MULTIPLE PROJECTS

COMPANY NAME	ELITE BOOTH
ADDRESS	9615 E. 55TH ST RAYTOWN MO 64133
CONTACT PERSON	MATT REEDER
TELEPHONE NUMBER	816-617-3532
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	ST THERESA SCHOOL/CHURCH
ADDRESS	7277 NW HIGHWAY 9 KC MO 64152
CONTACT PERSON	JONATHAN RHODES
TELEPHONE NUMBER	816-741 5400
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	ST PIUS X HIGH SCHOOL
ADDRESS	1500 NE 42 TERR KC MO 64116
CONTACT PERSON	CHRISTINE BOHR
TELEPHONE NUMBER	816-453-3450
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business:
14

State the current number of personnel on staff:
5

PROPOSAL FORM D

RFP 23-002

Proposal of FASTSIGNS; organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as _____ (*)

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. 23-002 - Sign Printing Services.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 23-002

SIGN PRINTING SERVICES

Item #	Item Description		Price
1	2x4' vinyl banner, full color with stitching and grommets.	1	28
2	3x5' vinyl banner, full color with stitching and grommets.	1	63
3	4x8' vinyl banner, full color with stitching and grommets.	1	112
4	24x36" wall sign mounted on foamcore	1	39
5	4x8' Full color coro plastic sign	1	200
6	17x36" light pole banner, 2" pole pockets	1	36
7	22x36" light pole banner, 2" pole pockets	1	46
8	18x24" full color yard signs (both cardboard and plastic) w/ stands		18 SINGLE SIGNED 20 DOUBLE SIGNED

Miscellaneous Costs & Other Items:

Set Up Fees Ø

Delivery Charge per order \$70 per hr

Rush order processing additional costs 25%

Standard Discount for items ordered not directly related to any above 15%

Approximate number of days from order to delivery of order 3-4 DAYS

With your bid, please submit a minimum of five different smaller samples or swatches of the items above, as proof of quality of products being priced on the bid sheet for staff evaluation. These samples may be new items, overruns, or items printed incorrectly for others. Staff will be examining the quality of the products priced in this proposal.

BID
OF: FASTSIGNS
(Firm Name)

DATE: 11/16/2022

LATE BIDS CANNOT BE ACCEPTED!

AFFIDAVIT

(as required by Section 285:530, Revised Statutes of Missouri)

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

STAN HOFFMAN, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: STAN HOFFMAN

Company: FASTSIGNS

Address: 17331 EUSTHWY 40 SUITE 104 INDEP. MO 64055

- 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 #23-002.
- 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.

FASTSIGN
Company Name

Stan Hoffman Stan Hoffman
Signature

Name: STAN HOFFMAN

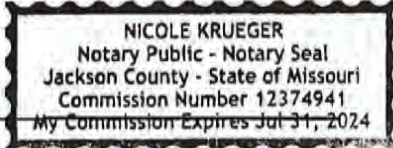
Title: OWNER

STATE OF Missouri COUNTY OF JACKSON

Subscribed and sworn to before me this 16 day of Nov, 2022.

Notary Public: Nicole Krueger

My Commission Expires: July 31, 2024



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: December 12, 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 checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3765: The Estates of Knoll Creek 2nd Final Plat

STRATEGIC PLAN GOAL/STRATEGY

3.2.4: Provide quality, diverse housing options that meet the needs of our community

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: December 6, 2022
Action/Vote: Approval, 9-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Development Agreement
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Tyler Sallee, representing Knoll Creek Development, LLC, is requesting final plat approval of the Estates of Knoll Creek 2nd Final Plat, Lots Lot 57 thru 95 and Tracts D & E. The proposed plat includes 39 single family lots and 2 common area tracts in accordance with the approved Preliminary Plat.

BILL 3765

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE ESTATES AT KNOLL CREEK 2ND FINAL PLAT, LOTS 57 THROUGH 95 AND TRACTS D AND E, A SUBDIVISION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

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

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

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

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

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

Section 2. That the subdivision known as Estates at Knoll Creek 2nd Final Plat, Lot 57 thru 95 and Tracts D & E is hereby approved for the tract of land described below:

All that part of the Southwest Quarter of Section 12, Township 46 North, Range 32 West of the Fifth Principal Meridian, in the City of Raymore, Cass County, Missouri described by Jed A.M. Baughman, Missouri PLS-2014020708 of Renaissance Infrastructure Consulting as follows:

Commencing at the Southeast Corner of said Section 12; thence North 87°17'57" West, along the South line of the Southeast Quarter of said Section 12, a distance of 2700.95 feet to the South Quarter Corner of said Section 12, said point being the Point of Beginning; thence North 87°21'58" West, along the South line of the Southwest Quarter of said Section 12, a distance of 702.36 feet to a point on the East line of the ESTATES AT KNOLL CREEK, a subdivision in said Cass County, Missouri; thence along said East line for the following eleven courses: thence North 18°48'29" East a distance of 56.31 feet; thence North 54°39'33" West a distance of 217.52 feet; thence North 21°55'22" West a distance of 91.42 feet; thence North 44°54'37" West a distance of 263.18 feet; thence North 20°48'00" West a distance of 134.15 feet; thence North 29°43'27" West a distance of 263.88 feet; thence North 11°56'01" West a distance of 135.21 feet; thence North 87°44'17" West a distance of 121.28 feet; thence North 22°44'20" West a distance of 224.51 feet; thence North 24°13'33" West a distance of 142.40 feet; thence North 37°43'40" West a distance of 116.37 feet to a point on the North line of the South Half of the Southwest Quarter of said Section 12; thence South 87°08'32" East, along said North line, a distance of 817.57 feet; thence leaving said North line, South 02°37'11"

West a distance of 188.57 feet; thence South 87°22'49" East a distance of 14.09 feet; thence South 02°37'11" West a distance of 208.75 feet; thence South 15°39'19" East a distance of 257.01 feet; thence South 34°14'29" East a distance of 185.40 feet; thence South 58°22'23" East a distance of 116.28 feet; thence South 87°25'40" East a distance of 82.35 feet; thence North 56°28'30" East a distance of 43.54 feet; thence South 31°11'15" East a distance of 224.27 feet; thence northeasterly on a non-tangent curve to the left having a radius of 250.00 feet, with a chord bearing North 43°48'26" East, and a chord distance of 126.84 feet, an arc distance of 128.24 feet; thence South 60°53'17" East a distance of 262.30 feet to a point on the East line of the South Half of the Southwest Quarter of said Section 12; thence South 02°18'59" West, along said East line, a distance of 295.83 feet to the Point of Beginning, containing 880,911 square feet, or 20.223 acres, more or less

Section 3. The Development Agreement between the City of Raymore, Missouri, and Knoll Creek Development, LLC is approved and the City Manager is authorized to execute said agreement on behalf of the City of Raymore, Missouri.

Section 4. Traffic Control Signage. The following stop signs shall be established within the City of Raymore:

- Citadel Place and Woodward Circle, at the southeast corner of the intersection
- Hall's Creek Avenue and Woodward Circle, at the southeast corner of the intersection

Section 5. 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 6. 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 12TH DAY OF DECEMBER, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF JANUARY, 2023 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date



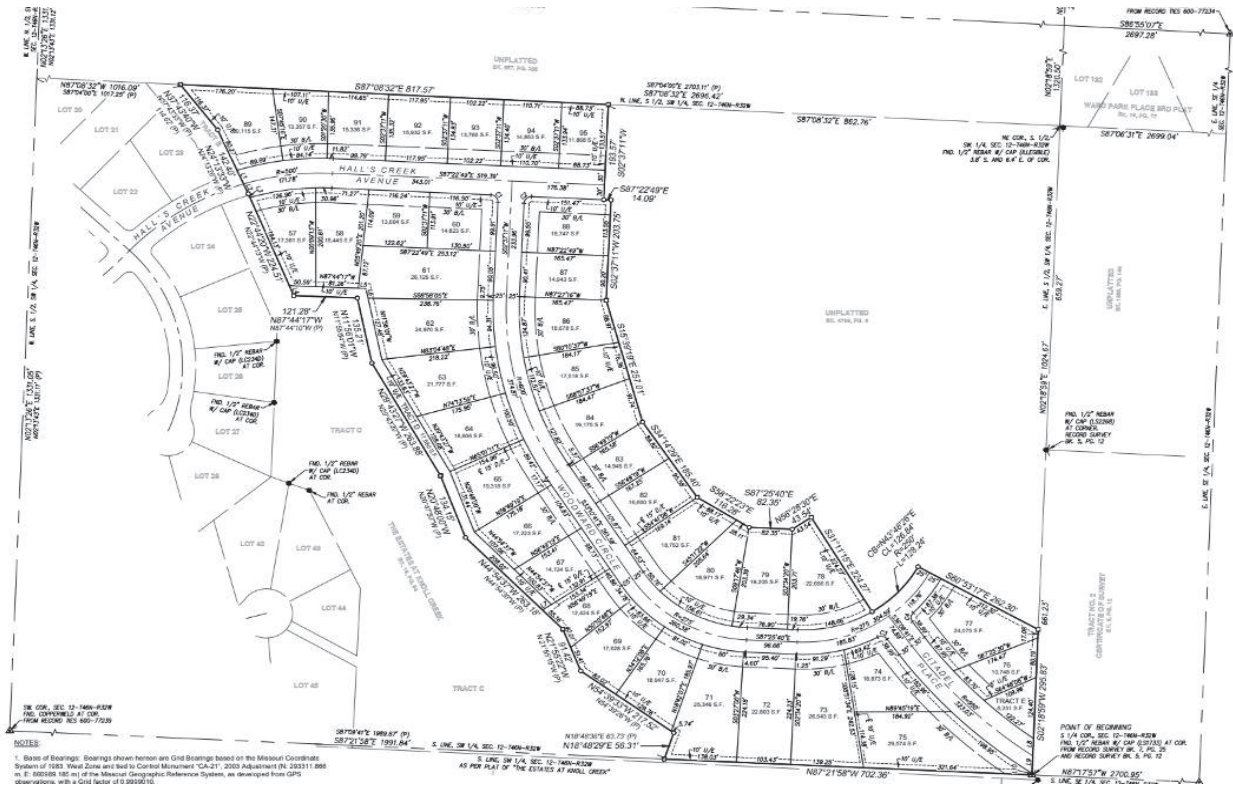
To: City Council
From: Planning and Zoning Commission
Date: December 12, 2022
Re: Case #22033 - The Estates at Knoll Creek 2nd Plat- Final Plat
Lots 57 thru 95 and Tracts D and E

GENERAL INFORMATION

Applicant/
Property Owner: Thomas Lewis
Sallee Development, LLC
3730 NE Troon Dr.
Lee's Summit, MO 64064

Requested Action: Final Plat Approval, The Estates at Knoll Creek 2nd Plat

Property Location: East of the existing Knoll Creek subdivision.



Site Photographs:



(View looking northwest from Cold Water Ln and Alexander Creek Dr.)



(View looking east from Halls Creek Ave.)

Existing Zoning:

“R-1” Single Family Residential District

Existing Surrounding Zoning: **North:** "A" Agricultural District
South: Unincorporated Cass County
East: "A" Agricultural District
West: "R-1" Single Family Residential District

Existing Surrounding Uses: **North:** Single Family Residential
South: Unincorporated Cass County
East: Undeveloped
West: Single Family Residential

Total Tract Size: 20.221 acres

Total Number of Lots: 39 Lots, 2 Tracts

Density – units per Acre: 1.93

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this area as appropriate for low-density residential development.

Major Street Plan: The Major Thoroughfare Plan Map classifies Prairie Ln as a Major Collector.

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

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

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for The Estates at Knoll Creek 2nd Plat – Lots 57 thru 95 and Tracts D & E

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The property was rezoned from "A" Agriculture District to "R-1" Single Family Residential District on October 13, 2003.
2. The original Preliminary Plat for The Estates at Knoll Creek was approved on October 13, 2003. There were three phases proposed for the subdivision, with 56 homes in Phase 1.
3. The final plat for Phase 1 was approved on May 10, 2004. All 56 lots have been developed.

4. The original Estates at Knoll Creek preliminary plat expired on May 10, 2006.
5. A second preliminary plat was reviewed and approved by the City Council on December 10, 2021. This preliminary plat outlined 76 lots to be built over 36.851 Acres.

ENGINEERING DIVISION COMMENTS

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

STAFF COMMENTS

1. The property has been zoned “R-1” Single-Family Residential District since October 13, 2003.
2. The current and proposed bulk and dimensional standards for the “R-1” Single Family Residential District zoning classification for the property is provided below.

“R-1” Requirements	
Minimum Lot Area	
per lot	8,400 sq. ft.
per dwelling unit	8,400 sq. ft.
Minimum Lot Depth (ft.)	100
Yards, Minimum (ft.)	
Front	30
rear	30
side	10
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	30%

3. The subject property is located within the territorial area of the Cass County Public Water Supply District #3. The applicant is aware that the entire The Estates of Knoll Creek Subdivision will be served water by Water District #3.
4. Temporary cul-de-sacs will need to be constructed on the east end of Hall’s Creek Ave and the southern end of Citadel Place. Normandy Dr., which was shown on the approved Preliminary Plat, has been removed from the project as future development to the south will not be feasible with potential flood plain issues.
5. Citadel Place is designed to allow future connection to the extension of Alexander Creek Drive in the Alexander Creek Subdivision. This connection was approved as part of the Preliminary Plat, as shown below.



PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

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

The final plat is substantially the same as the Preliminary Plat and Memorandum of Understanding. Roadway alignments and lot configurations generally remain the same with one exception. Normandy Dr. was originally proposed as a stub street that after further review is not necessary.

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

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

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

The proposed plat complies with the conditions of the Memorandum of Understanding that was attached to the approval of the preliminary plat.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u> Review	<u>Planning Commission</u> December 6, 2022	<u>City Council 1st</u> December 12, 2022	<u>City Council 2nd</u> January 9, 2022
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STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #22033 The Estates at Knoll Creek 2nd Final Plat; Lots 57 thru 95 and Tracts D & E to the City Council with a recommendation for approval.

PLANNING & ZONING COMMISSION RECOMMENDATION 12/6/2022

The Planning and Zoning Commission, at its December 6, 2022 meeting, voted 9-0 to accept the staff proposed findings of fact, and forward Case #22033 The Estates at Knoll Creek 2nd Final Plat; Lots 57 thru 95 and Tracts D & E to the City Council with a recommendation for approval, subject to the following condition:

- The right-of-way for Halls Creek Avenue shall be modified from a 60' right-of-way, as shown, to a 50' right-of-way prior to recording of the final plat.



Development Agreement

For

***The Estates at Knoll Creek 2nd Plat
Lot 57 thru 95, Tract D and E***

Legal Description Contained on Page 2

**Between Knoll Creek Development, LLC,
Grantor,**

and

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

January 9, 2022

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT for the development of THE ESTATES AT KNOLL CREEK 2ND PLAT is made and entered into this 9th day of January, 2022, by and between Knoll Creek Development, LLC ("Sub-Divider") also being referred to herein as "Grantors"; and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri ("City").

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **The Estates at Knoll Creek 2nd Final Plat, Lot 57 thru 95 and Tracts D & E** which is located in the City of Raymore, Cass County, Missouri, and;

WHEREAS, the Sub-divider, herein defined, agrees to assume all subdivision development obligations of the City as described in this agreement, and;

WHEREAS, the City desires to ensure that the Sub-divider will accomplish certain things in order to protect the public health, safety and welfare.

NOW, THEREFORE, in consideration of the promises and covenants herein set forth, and receipt by the City of fees and costs as stated herein, the parties agree as follows:

GEOGRAPHIC LOCATION:

1. The terms of this agreement apply to the following property and all portions thereof: **Estates at Knoll Creek 2nd Final Plat, Lot 57 thru 95 and Tracts D & E**

All that part of the Southwest Quarter of Section 12, Township 46 North, Range 32 West of the Fifth Principal Meridian, in the City of Raymore, Cass County, Missouri described by Jed A.M. Baughman, Missouri PLS-2014020708 of Renaissance Infrastructure Consulting as follows:

Commencing at the Southeast Corner of said Section 12; thence North 87°17'57" West, along the South line of the Southeast Quarter of said Section 12, a distance of 2700.95 feet to the South Quarter Corner of said Section 12, said point being the Point of Beginning; thence North 87°21'58" West, along the South line of the Southwest Quarter of said Section 12, a distance of 702.36 feet to a point on the East line of the ESTATES AT KNOLL CREEK, a subdivision in said Cass County, Missouri; thence along said East line for the following eleven courses: thence North 18°48'29" East a distance of 56.31 feet; thence North 54°39'33" West a distance of 217.52 feet; thence North 21°55'22" West a distance of 91.42 feet; thence North 44°54'37" West a distance of 263.18 feet; thence North 20°48'00" West a distance of 134.15 feet; thence North 29°43'27" West a distance of 263.88 feet; thence North 11°56'01" West a distance of 135.21 feet; thence North 87°44'17" West a distance of 121.28 feet; thence North

*Development Agreement for Estates at Knoll Creek 2nd Final Plat,
Lot 57 thru 95 and Tracts D & E*

22°44'20" West a distance of 224.51 feet; thence North 24°13'33" West a distance of 142.40 feet; thence North 37°43'40" West a distance of 116.37 feet to a point on the North line of the South Half of the Southwest Quarter of said Section 12; thence South 87°08'32" East, along said North line, a distance of 817.57 feet; thence leaving said North line, South 02°37'11" West a distance of 188.57 feet; thence South 87°22'49" East a distance of 14.09 feet; thence South 02°37'11" West a distance of 208.75 feet; thence South 15°39'19" East a distance of 257.01 feet; thence South 34°14'29" East a distance of 185.40 feet; thence South 58°22'23" East a distance of 116.28 feet; thence South 87°25'40" East a distance of 82.35 feet; thence North 56°28'30" East a distance of 43.54 feet; thence South 31°11'15" East a distance of 224.27 feet; thence northeasterly on a non-tangent curve to the left having a radius of 250.00 feet, with a chord bearing North 43°48'26" East, and a chord distance of 126.84 feet, an arc distance of 128.24 feet; thence South 60°53'17" East a distance of 262.30 feet to a point on the East line of the South Half of the Southwest Quarter of said Section 12; thence South 02°18'59" West, along said East line, a distance of 295.83 feet to the Point of Beginning, containing 880,911 square feet, or 20.223 acres, more or less

REQUIRED IMPROVEMENTS:

1. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public improvements within the Subdivision will be installed in accordance with the City of Raymore Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction dated May 2016.
2. The public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".
3. The Sub-divider shall provide and pay for all engineering and surveying necessary to design and construct the public improvements. The Sub-divider shall pay for all other engineering and surveying necessary to design and construct other public improvements to the property.
4. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any construction is commenced, the City Public Works Director, or their designee, shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director for approval.
5. The Sub-divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.

6. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.

7. The Developer, and or their contractor or designee, shall provide the saddle for connection to the public water main. Saddles shall be brass or bronze with a stainless steel strap. All brass/bronze construction shall also be permitted.

FEES, BONDS & INSURANCE

1. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.

2. The Sub-divider agrees to pay to the City a 1% Plan Review Fee and 5% Construction Inspection Fee based on the project engineer's estimate or contract development costs of all Improvements as shown on approved engineering plans of said subdivision. The City Engineer shall review and determine that the costs, as presented, are reasonable. A list of these fees is provided in Attachment A.

3. The Sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Unified Development Code of the City of Raymore.

4. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.

5. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Engineer. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.

6. The sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agree to have installed, at their cost, all required street name signage determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior the City releasing any building permits

7. The Sub-divider agrees to pay a fee-in-lieu payment for the park land dedication at the time of recording of a final plat for the number of lots included in the recorded phase of the final plat, at a rate of \$1,056.00 per platted lot. A fee of \$41,184.00 is included in Attachment A for this phase.

ADDITIONAL REQUIREMENTS

1. The Sub-divider agrees to comply with the regulations and policies of the utility companies having facilities within the City limits.
2. Sidewalks shall be installed on lots prior to the issuance of a Certificate of Occupancy for a home on lots contained within this plat. Such sidewalks shall be constructed at a width of five feet (5').
3. The Sub-divider agrees to install a five-foot (5') sidewalk upon Tract E at the time a home is constructed on Lot 76, prior to a certificate of occupancy for the home.
4. The Sub-Divider agrees to obtain, from the owner, access rights to Tracts B and C, The Estates at Knoll Creek 1st plat, a subdivision in Raymore, Cass County, Missouri, according to the recorded plat thereof filed in Plat Book 18, at Page 94 (the "Adjacent Subdivision"), and will enter into that certain Detention Area Agreement previously approved by the City relating to maintenance of the stormwater facilities located on Tract C of the Adjacent Subdivision
5. The Sub-divider agrees to install a seven-foot (7') wide asphalt trail along the perimeter of the detention pond located within Tract C of the Estates at Knoll Creek 1st Plat, as illustrated on the approved Estate at Knoll Creek Preliminary Plat. Such trail shall be installed with the public improvements for this phase of development.
6. The Sub-divider agrees to install a five-foot (5') sidewalk with Tracts B & C of the Estates at Knoll Creek 1st Plat. Such sidewalk shall extend from the eastern edge of the existing sidewalk upon lots 23 and 24 of the Estates at Knoll Creek 1st Plat to the western edge of lots 57 and 89 of the Estates at Knoll Creek 2nd Plat, and shall be installed with the public improvements for this phase of development.
7. The Sub-divider agrees to install temporary cul-de-sacs at the ends of Hall's Creek Avenue, Woodward Circle, and Citadel Place until such time that a 3rd phase of development has commenced.
8. The Sub-divider agrees to establish a homeowners association or other similar mechanism approved by the City to perpetually maintain all open space, stormwater detention areas, and common area tracts within **Estates at Knoll Creek 2nd Final Plat, Lot 57 thru 95 and Tracts D & E.**

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Sub-divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants herein shall run with the land described in this agreement and shall be binding and inure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.
3. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-divider, the City may withhold approval of any or all building permits applied for in the subdivision, until breach or breaches has or have been cured.
5. This agreement shall be recorded by the Sub-divider and its covenants shall run with the land and shall bind the parties, their assign and successors, in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.
7. 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.
8. The Sub-divider hereby warrants and represents to the City as inducement to the City's entering into this Agreement, that the Sub-divider's interest in the Subdivision is as a fee owner.
9. Whenever in this agreement it shall be required or permitted that Notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to Knoll Creek Development, LLC at:

Tyler Sallee
PO Box 6437
Lee's Summit, MO 64064

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Estates at Knoll Creek 2nd Final Plat, Lot 57 thru 95 and Tracts D & E** ; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **Estates at Knoll Creek 2nd Final Plat, Lot 57 thru 95 and Tracts D & E**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Sub-divider Signature

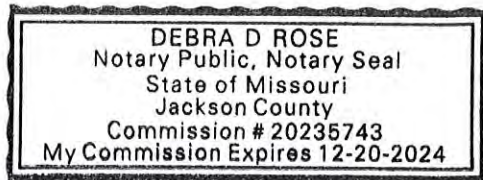
R Tyler Sallee
Printed Name

Sub-divider - Signature

Printed Name

Subscribed and sworn to me on this
the 3rd day of January 2022
in the County of Jackson,
State of Missouri.

Stamp:



Notary Public: Debra D Rose
12-20-2024

My Commission Expires:

*Development Agreement for Estates at Knoll Creek 2nd Final Plat,
Lot 57 thru 95 and Tracts D & E*

*Development Agreement for Estates at Knoll Creek 2nd Final Plat,
Lot 57 thru 95 and Tracts D & E*

Attachment A

FEE CALCULATION FOR ESTATES AT KNOLL CREEK 2ND PLAT

Total Cost for 'New' Public Improvements: \$997,203

All fees and deposits shall be paid prior to recording the final plat. The land disturbance permit fee and erosion control financial security deposit shall be paid prior to commencement of any land disturbance activity (site grading), or if no land disturbance activity started prior to recording of final plat, paid at time of recording final plat.

1	Land Disturbance Permit Fee. [455.010B] 01-00-4170-0000 If fee paid prior to recording of plat, receipt #01874001 <i>*must be paid prior to issuance of a land disturbance permit</i>	\$500.00 [PAID 11-29-22]
2	Erosion Control Financial Security Deposit: Developer shall provide financial security for erosion control in the amount of \$1,000 per acre. The first \$5,000 of the financial security must be by cash deposit to the City. [455.010F] 60-00-2811-0000 If deposit paid prior to recording of plat, receipt# #01874001 <i>*must be paid prior to issuance of a land disturbance permit</i>	\$5,000.00 [PAID 11-29-22]
2a	Additional erosion control financial security (The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]: (11.96 ac. total disturbed) If deposit paid prior to recording of plat, receipt# #01874001 If letter of credit submitted: financial institution: _____ renewal date of letter of credit: _____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$6,960.00 [PAID 11-29-22]
3	Infrastructure Construction Plan Review Fee: An amount equal to one percent (1%) of the estimated public improvement costs performed by the developer. [445.020H1] 01-00-4165-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$9,972.03
4	Infrastructure Construction Inspection Fee: An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2] 01-00-4165-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$49,860.15
5	Emergency Outdoor Warning Siren Fee: \$9.00 per acre (20.22) [Schedule of Fees and Charges] 01-00-4185-0000 <i>*must be paid prior to recording of the final plat</i>	\$181.98
6	Parkland Dedication Fee in Lieu 27-00-4705-0000 <i>*must be paid prior to recording of the final plat</i>	\$41,184.00

TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT.....\$41,365.98

TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT..... \$12,460.00 [PAID]

TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS..... \$59,832.18

*Development Agreement for Estates at Knoll Creek 2nd Final Plat,
 Lot 57 thru 95 and Tracts D & E*

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: January, 9, 2023

SUBMITTED BY: Brandon Keller

DEPARTMENT: Economic Development

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

TITLE / ISSUE / REQUEST

Tax Increment Financing (TIF) Plans and Projects - Annual Report

STRATEGIC PLAN GOAL/STRATEGY

Goal 3.3: Cultivate a climate for prosperous business growth and development

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Annual TIF Report Summary Presentation

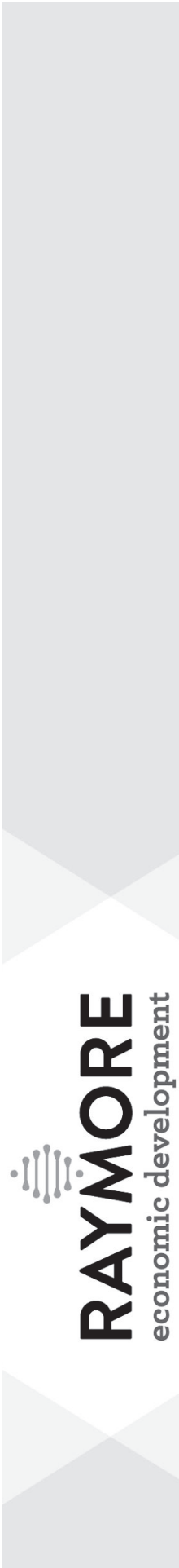
REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In accordance with RSMo 99.865, staff has prepared an annual presentation on the progress of Tax Increment Financing (TIF) plans throughout the City to determine if the plans and redevelopment projects associated with such plans are making satisfactory progress under the proposed time schedules outlined within the approved plans. Staff will provide a summary of the following TIF plans and redevelopment projects within the City:

- Foxwood Village Shops TIF Plan
- Highway 58 West Extended Redevelopment TIF Plan (Galleria)
- Highway 58 and Dean Avenue TIF Plan (Raymore Marketplace)

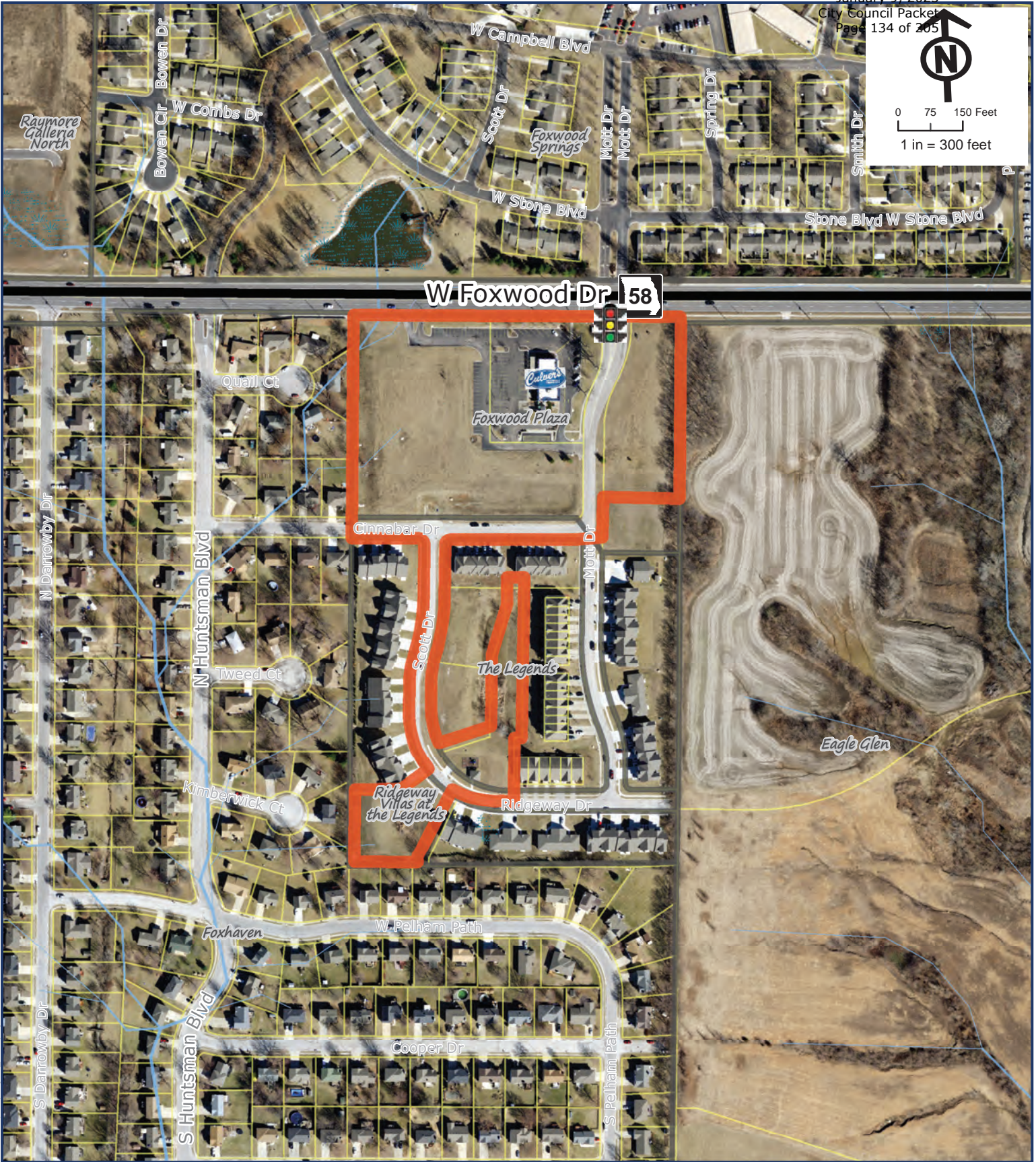


Tax Increment Financing (TIF) Plans and Projects

Annual Progress Report



0 75 150 Feet
1 in = 300 feet



Document Path: C:\GIS\Project_Files\Raymore-ED-Letter-Portrait-REPLACE.mxd Date: 1/9/2019



Annual TIF Report

Foxwood Village Shops TIF Plan

Reporting Period: October 2021 thru September 2022

TIF Revenue Summary:

Payments in Lieu of Taxes (PILOTS): \$123,911 **(+9.7%)**

Economic Activity Taxes (EATS): \$666,088 **(+13%)**

Contact Information: Mark Klinkenberg - Foxwood Plaza, LLC

Plan/Project Status: Inactive - awaiting further development

TIF Financing Method: Pay as you go

2-3 potential pad sites remaining within TIF Boundary
Seeking additional projects

Estimated Increase in Tax Generation

Original Assessed Value: \$3,149

Estimated New Job Creation

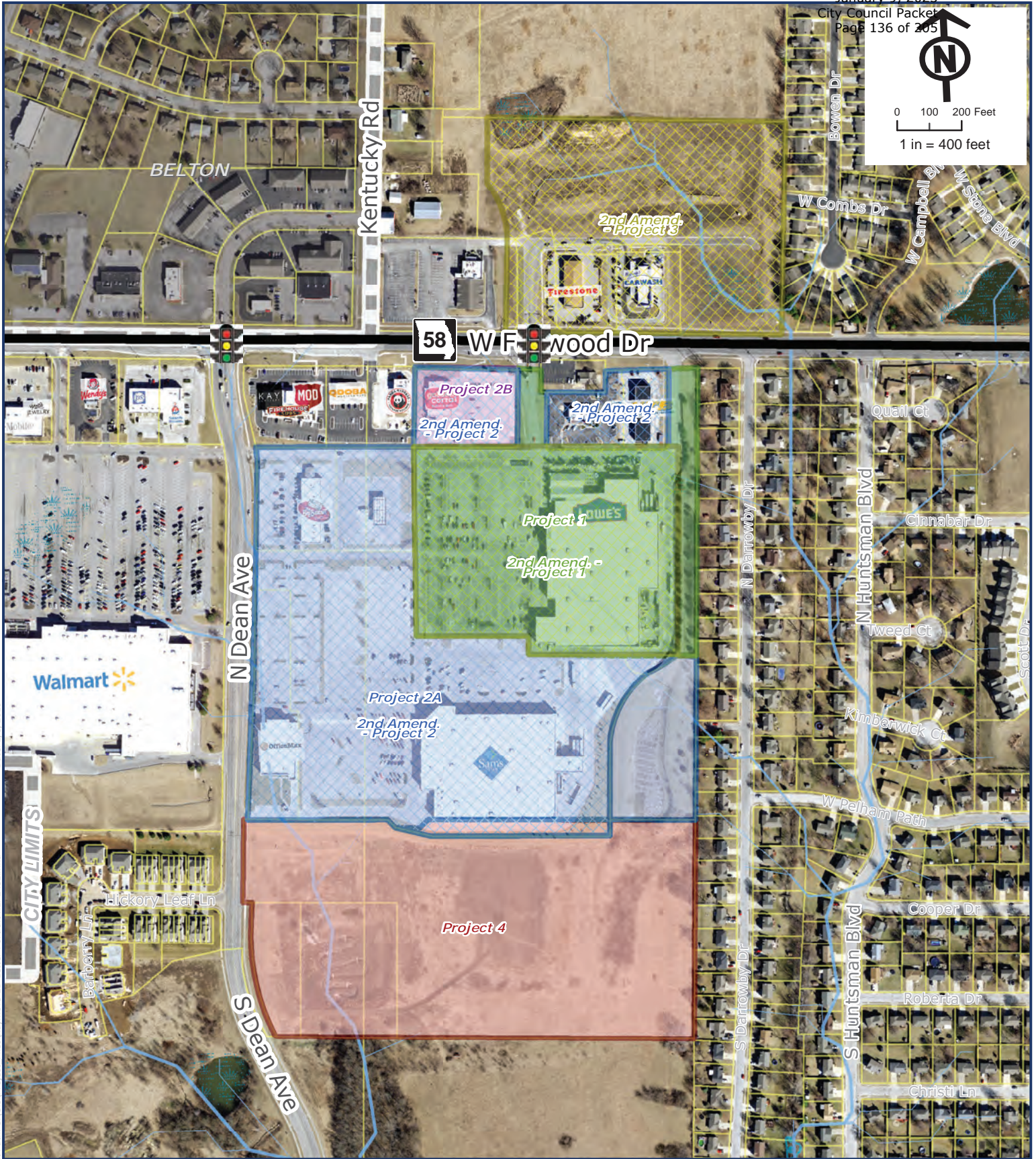
Projected: 142

Actual: 50

Assessed Valuation Added: \$314,140



0 100 200 Feet
1 in = 400 feet



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Annual TIF Report

Raymore Galleria TIF Plan(s)

Reporting Period: October 2021 thru September 2022

TIF Revenue Summary:

Payments in Lieu of Taxes (PILOTS): \$4,712,347

(+8.3%)

Contact Information: PDD Development, LLC

Raymore Galleria, LLC

Economic Activity Taxes (EATS): \$16,960,098 **(+9.1%)**

Plan/Project Status: Inactive (2 projects fully operational, remaining 2 are inactive)

TIF Financing Method: Pay as you go

Estimated New Job Creation

Projected: 153

Actual: 458

Estimated Increase in Tax Generation

Original Assessed Value: \$10,116

Assessed Valuation Added: \$7,395,710



0 50 100 Feet
1 in = 200 feet



Document Path: C:\GIS\Project_Files\Raymore-ED-Letter-Portrait-REPLACE.mxd Date: 1/9/2019



Annual TIF Report

58 Highway & Dean Avenue TIF Plan

Reporting Period: October 2021 thru September 2022

Contact Information: Raymore Partners, LLC
Cadence Commercial Real Estate

Plan/Project Status: Fully Operational

Estimated New Job Creation

Projected: 50

Actual: 50

TIF Revenue Summary:

Payments in Lieu of Taxes (PILOTS): \$97,873 **(+64%)**

Economic Activity Taxes (EATS): \$548,424 **(+14%)**

TIF Financing Method: Pay as you go

Estimated Increase in Tax Generation

Original Assessed Value: \$22,810

Assessed Valuation Added: \$968,590



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: January 9, 2023

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 3772: Recreation Park Playground, Athco

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

Award To:	Athco
Amount of Request/Contract:	\$150,000
Amount Budgeted:	\$150,000
Funding Source/Account#:	Fund 47 / 47-00-8480-0000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
February 1, 2023	June 30, 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	December 13, 2022
Action/Vote:	6-0 (2 absent)

LIST OF REFERENCE DOCUMENTS ATTACHED

Bill 3772
Contract
Proposal documents and renderings

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The FY22 Capital Improvement Plan includes the replacement of the older playground area at Recreation Park.

In October 2022, staff released an RFP inviting qualified vendors to submit proposals for the playground. Three proposals were received.

Gametime - \$149,998.38

Athco - \$150,000

Miracle - \$150,000

The Park Board reviewed the proposals in a work session on November 22. All proposals met the design requirements as outlined in the RFP.

Athco provided a design that includes a poured in place rubber surface with a full concrete subsurface, 6 belt swings, 2 infant swings, 1 adaptive chair swing, 1 adult/child combination swing, 2 resting benches, concrete borders with trail connectors and a 2-5 year old inclusive play structure. Additionally, Athco created a layout that fits the space and creates a more aesthetically pleasing addition to the main playground area at Recreation Park.

Based on Park Board review of the proposals, Staff is recommending that the FY22 Recreation Park Playground replacement project be awarded to Athco.

BILL 3772

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ATHCO FOR REPLACEMENT OF THE 2-5 YEAR OLD RECREATION PARK PLAYGROUND."

WHEREAS, the two to five year old playground at Recreation Park has exceeded its useable life expectancy; and,

WHEREAS, the FY22 Capital Improvement Program included \$150,000 to replace the two to five year old playground at Recreation Park; and,

WHEREAS, Staff has solicited bids through the RFP process; and,

WHEREAS, the Parks and Recreation Board has reviewed all proposals.

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 Athco for the replacement of the two to five year old playground 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 9TH DAY OF JANUARY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF JANUARY, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

RECREATION PARK PLAYGROUND

This Contract for Recreation Park Playground , hereafter referred to as the **Contract** is made this 24th day of January, 2023, between Athco, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 13500 W. 108th St, Lenexa, KS 66215, 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 January 24 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 23-417-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 160 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 \$150,000.00.

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 such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 29) 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 2019 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

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

ARTICLE XI
REQUIRED SAFETY TRAINING

- A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;
- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of the Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

ATHCO

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

RECREATION PARK PLAYGROUND

ANTICIPATED SCOPE OF SERVICES:

OPPORTUNITY

The City of Raymore, Missouri is soliciting Proposals from qualified playground equipment manufacturers and/or vendors (“Vendors”) to design, provide, and install playground equipment at Recreation Park, as detailed in this Request for Proposals (RFP). In general, the City is looking for a unique play area with engaging features and high play value that will encourage physical activity and enhance motor skill development specifically for 2-5 year olds and incorporate various types of swings for all ages and abilities.

EXISTING CONDITION

Recreation Park, located at 1011 South Madison in Raymore, Missouri currently has two playgrounds. In 2020, one playground was replaced. The remaining playground, the 2 - 5 year old area, is scheduled for replacement 2023. The two play areas are separated by a 10ft wide sidewalk.

An aerial view of the location is included.

SCOPE

The firm selected will be responsible for providing all site preparation, design, layout and purchasing through qualified government cooperative purchasing contracts or at the lowest cost available. Design and site layout includes but is not limited to identification of all utilities, utilization of existing landscape and hardscape features. All designs and installation must meet budgeting constraints as approved by the Parks and Recreation Board and City Council.

The firm will be expected to meet with the staff throughout all phases of the project including: design completion, procurement process and construction. Items specific to this RFP include:

1. Recreation Park Playground Replacement (5-12 year old area)

\$150,000

- a. Construction - Winter/Spring 2023, Grand opening spring/summer 2023
- b. Removal and disposal of current play features, site preparation

- c. Provide a minimum of one structure designed for ages 2 to 5.
 - i. Themed design appropriate for the location and coordinating in color and likeness to the current play structure adjacent to the site.
- d. Provide a *minimum* of 6 belt swings, 2 infant swings, 1 adaptive chair swing and 1 adult/child combination swing.
- e. Play structure and swings should include elements of inclusive play designed for children of all abilities.
- f. Provide a minimum of 2 resting benches incorporated into the overall design.
- g. Additional considerations will be looked at for incorporating shade and non-traditional swing units such as tire swings or disc swings.
- h. Concrete curb border, concrete connectors to the sidewalk on the west side and the loop trail on the east side to provide ADA access.
- i. Surfacing should be rubber tile or poured in place rubber surface meeting safety and ADA requirements.
- j. All play system elements must demonstrate the highest level of durability in materials and finishes selected in consideration of child health and safety.
- k. Play structures and amenities must be age appropriate with proper signage.
- l. All equipment must meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines. Documentation of compliance must be provided to the City with the Vendor's proposal.

Play system design shall safely fit in the current location. Vendors are encouraged to be creative in their designs and to maximize the space. Space and expansion can vary within the current location provided all trees and trail/sidewalk systems are not altered or disturbed.

Vendors should base their playground equipment designs on meeting all accessibility and safety standards as well as the guidelines & specifications listed in this RFP. Quality of equipment components, quality of design, play value, cost, and appropriateness to location and target demographic must be taken into consideration in the design of the play system.

The play system(s) assembly and installation will be provided and managed by the Vendor. The Vendor must supply direct supervision from the manufacturer or supply a qualified and certified representative with playground installation.

A representative of the Vendor is required to conduct a post installation inspection of equipment upon completion to insure the proper installation of the equipment. If

not properly installed, modifications must be submitted in writing to the City and remedied immediately. Co-inspection with the Vendor's representative of assembly and installation work will be conducted by the City following installation. The City or its representatives will supply the punch list for final completion generated by this co-inspection. The Vendor shall submit to the City the manufacturer's certification of compliance and warranty following punch list completion.

Warranty: Upon completion of installation, the Supplier must provide documentation attesting the equipment has been installed meeting all specifications thereby warranted by the manufacturer. Additionally, it is the Vendor's responsibility to provide to the City the manufacturer's warranty of installed equipment.



ADDITIONAL BIDDING INFORMATION

1. Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 23-417-201

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 Parks Director or their authorized representative(s) in consultation with the Finance Director. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Parks 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 January, 2023.

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 29 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 29). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

PROPOSAL FORM A
RFP 23-417-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Collin Anderson having authority to act on behalf of (Company name) Athco do hereby acknowledge that (Company name) Athco 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: Athco

ADDRESS: 13500 W. 108th St.
Street

ADDRESS: Lenexa KS 66215
City State Zip

PHONE: 913-469-5600

E-MAIL: athco@athcollc.com

DATE: 11/15/2022
(Month-Day-Year)

 Sales Consultant
Signature of Officer/Title

DATE: _____
(Month-Day-Year)

Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 23-417-201

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

_____ Yes X No *If yes, provide details in an attachment.*

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

_____ Yes X No *If yes, provide details in an attachment.*

Required Representations

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

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

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 23-417-201

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

COMPANY NAME	Raymore Peculiar School District
ADDRESS	2100 S. School Rd. Peculiar, MO 64078
CONTACT PERSON	Scott Dobson
CONTACT EMAIL	scott.dobson@raypec.org
TELEPHONE NUMBER	816-892-1361
PROJECT, AMOUNT AND DATE COMPLETED	Peculiar Elem., \$150K+ 08/2022

COMPANY NAME	City of Clinton
ADDRESS	1004 E. Sedalia Ave, Clinton, MO 64735
CONTACT PERSON	Wendee Seaton
CONTACT EMAIL	wseaton@cityofclintonmo.com
TELEPHONE NUMBER	660-885-2181
PROJECT, AMOUNT AND DATE COMPLETED	Inclusive playground, \$500K+, 10/2020

COMPANY NAME	Harrisonville School District
ADDRESS	1901 S. Halsey Ave. Harrisonville, MO 64701
CONTACT PERSON	Jason Eggers
CONTACT EMAIL	jason.eggers@harrisonvilleschools.org
TELEPHONE NUMBER	816-380-2727
PROJECT, AMOUNT AND DATE COMPLETED	Harrisonville ECC, Harrisonville Elem., McEowen Elem., \$150+ each location, 03/2022

COMPANY NAME	Blue Springs Parks and Rec
ADDRESS	6500 NW Valley View Rd, Blue Springs, MO 64015
CONTACT PERSON	Dennis Dovel
CONTACT EMAIL	ddovel@bluespringsgov.com
TELEPHONE NUMBER	816-228-0265
PROJECT, AMOUNT AND DATE COMPLETED	Hidden Valley Park, \$300K, 03/2022

COMPANY NAME	Overland Park Parks and Rec
ADDRESS	W. 88th and Farley St. Overland Park, KS 66212
CONTACT PERSON	Mike Burton
CONTACT EMAIL	mike.burton@opkansas.org
TELEPHONE NUMBER	913-327-6638
PROJECT, AMOUNT AND DATE COMPLETED	Strang Park, \$500K+, 09/2022

State the number of Years in Business: 70

State the current number of personnel on staff: 8

PROPOSAL FORM D
RFP 23-417-201

Proposal of Athco LLC, organized and
(Company Name)
existing under the laws of the State of Kansas, doing business
as Athco (*)

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. 23-417-201– Recreation Park Playground.

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. 23-417-201

Recreation Park Playground

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%				\$
Design		LS		\$
Site Preparation		LS		\$
Equipment <i>(Further Breakout of equipment should be included in design proposal)</i>		LS		\$ 45K
Surfacing		LS		\$ 95K
Installation		LS		\$ 10K
				\$
TOTAL BASE BID				\$150,000

Company Name Athco

Total Base Bid for Project Number: 23-417-201

\$ 150,000.00

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

(\$ one-hundred and fifty thousand dollars)

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

Design options shown for \$150K price point and \$160K price point.

Design renders show a \$160K option with our SmartPlay Motion.

**BID PROPOSAL FORM E – RFP 23-417-201
CONTINUED**

Company Name Athco

By 
Authorized Person's Signature

Collin Anderson, Sales Consultant
Print or type name and title of signer

Company Address 13500 W. 108th St.
Lenexa, KS 66215

Phone 913-469-5600

Fax 913-469-8134

Email athco@athcollc.com

Date 11/15/2022

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

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



ADDENDUM NO. 1
RECREATION PARK PLAYGROUND
Project #23-417-201


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 - Proposal Date Change

The proposal due date has changed to: November 16th, 2022 at 10:00 a.m.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after November 11th, 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: Athco
By: Collin Anderson
Title: Sales Consultant
Address: 13500 W. 108th St.
City, State, Zip: Lenexa, KS 66215
Date: 11/15/22 Phone: 913-469-5600
Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID



My Company

My Company Profile

Company Information

Company Name

ATHCO, LLC

Doing Business As (DBA)

ATHCO, LLC

Company ID

230545

Enrollment Date

07/15/2009

Employer ID Number

431835690

DUNS Number

Total Number of Employees

5 to 9

NAICS Code

423

Sector

Wholesale Trade

Subsector

Merchant Wholesalers, Durable Goods

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Locations

Hiring Sites

Physical Address

13500 W 108th Street
Lenexa, KS 66215

Mailing Address

Same as Physical Address

Number of Sites

1

[Edit Hiring Sites](#)

[Edit Company Locations](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#)

[U.S. Citizenship and Immigration Services](#)

[Accessibility](#)

[Plug-ins](#)



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 Collin Anderson, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Collin Anderson

Company: Athco

Address: 13500 W. 108th St., Lenexa, KS 66215

- 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 # 23-417-201.
- 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.

Athco

Company Name



Signature

Name: Collin Anderson

Title: Sales Consultant

STATE OF Kansas COUNTY OF Johnson

Subscribed and sworn to before me this 15th day of November, 2022.

Notary Public: _____

My Commission Expires: 02/06/2024 Commission # _____

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

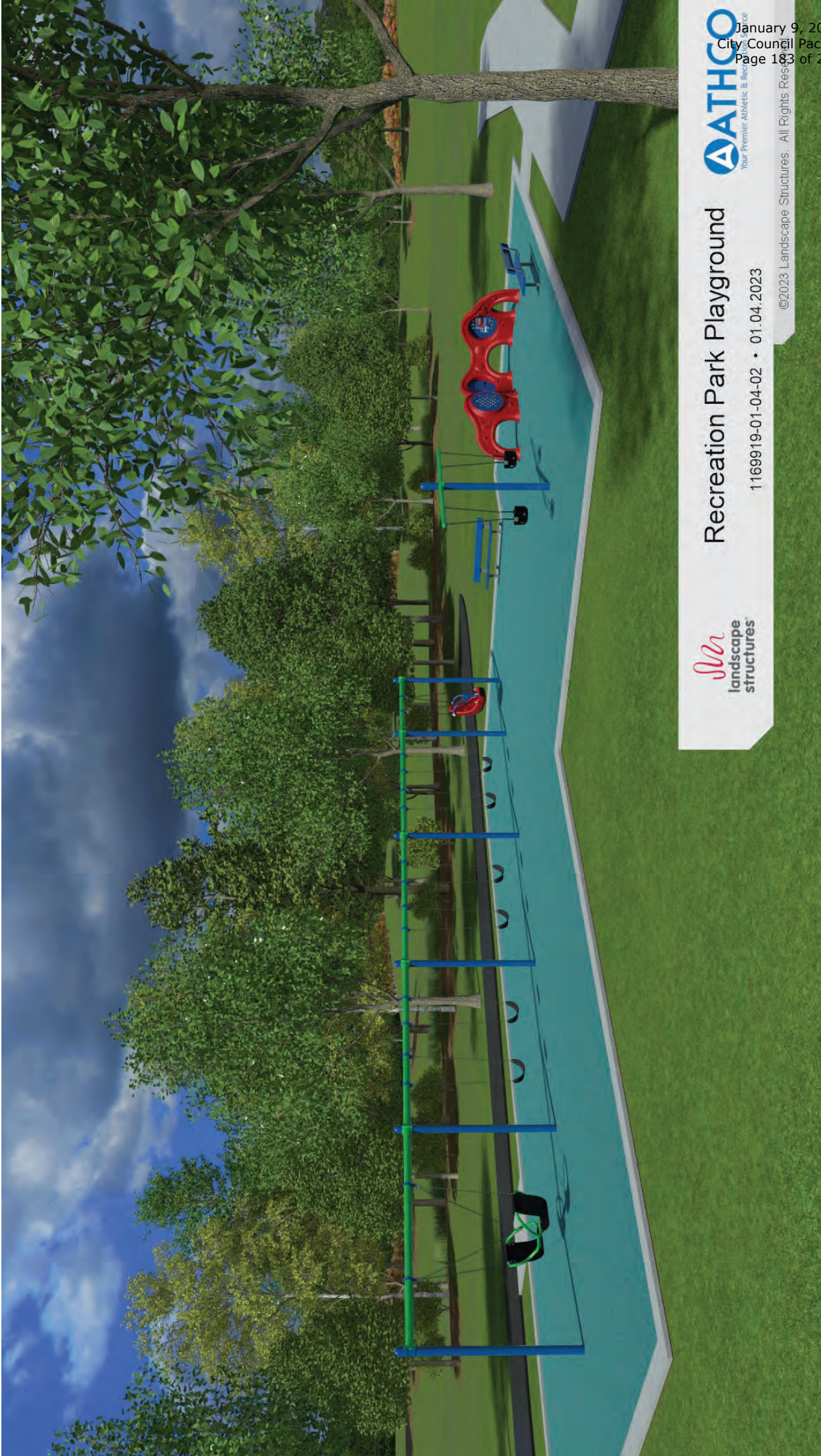
- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division.



Recreation Park Playground

1169919-01-04-01 • 01.04.2023





Recreation Park Playground

1169919-01-04-02 • 01.04.2023



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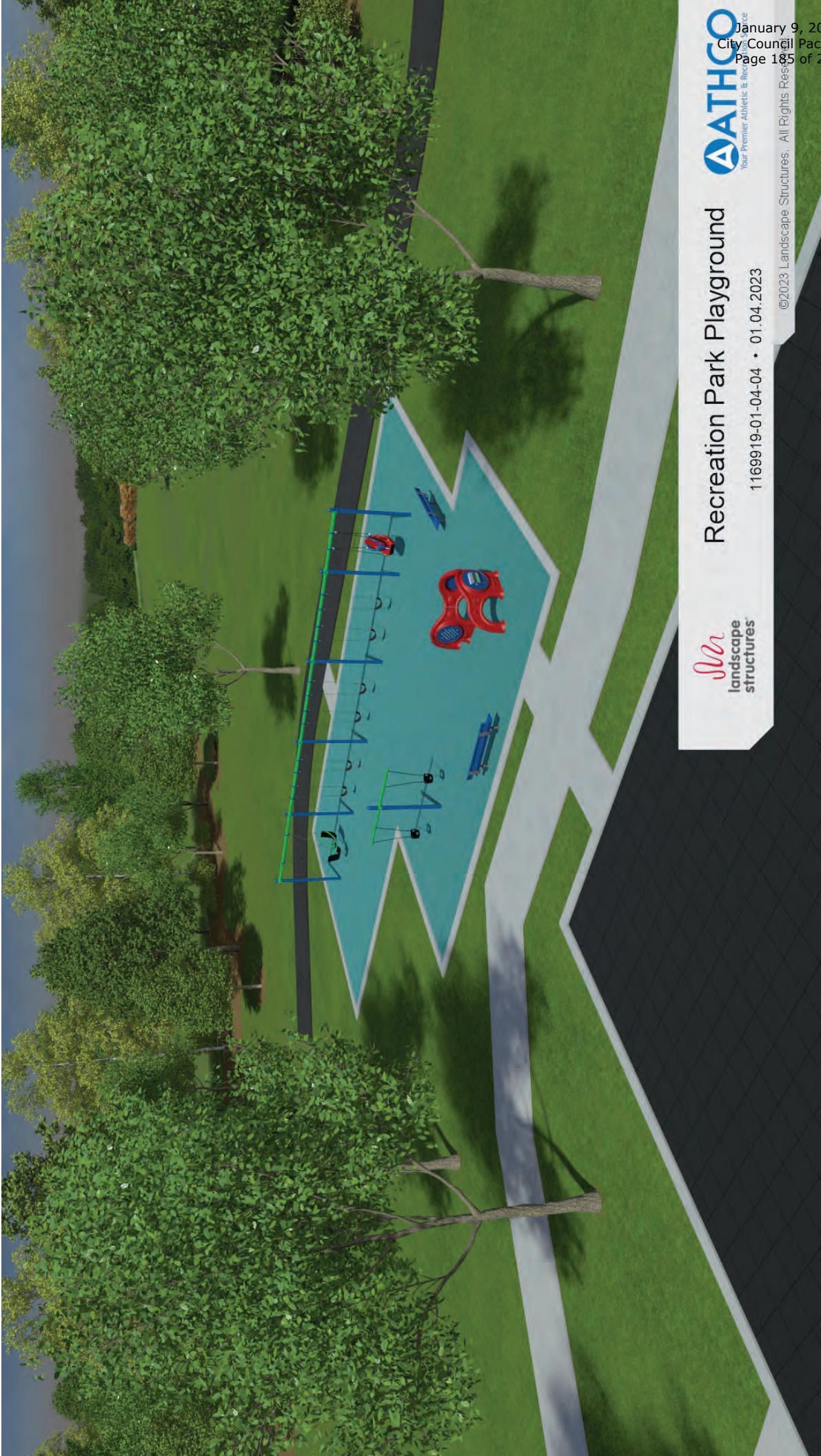


Recreation Park Playground

1169919-01-04-03 • 01.04.2023



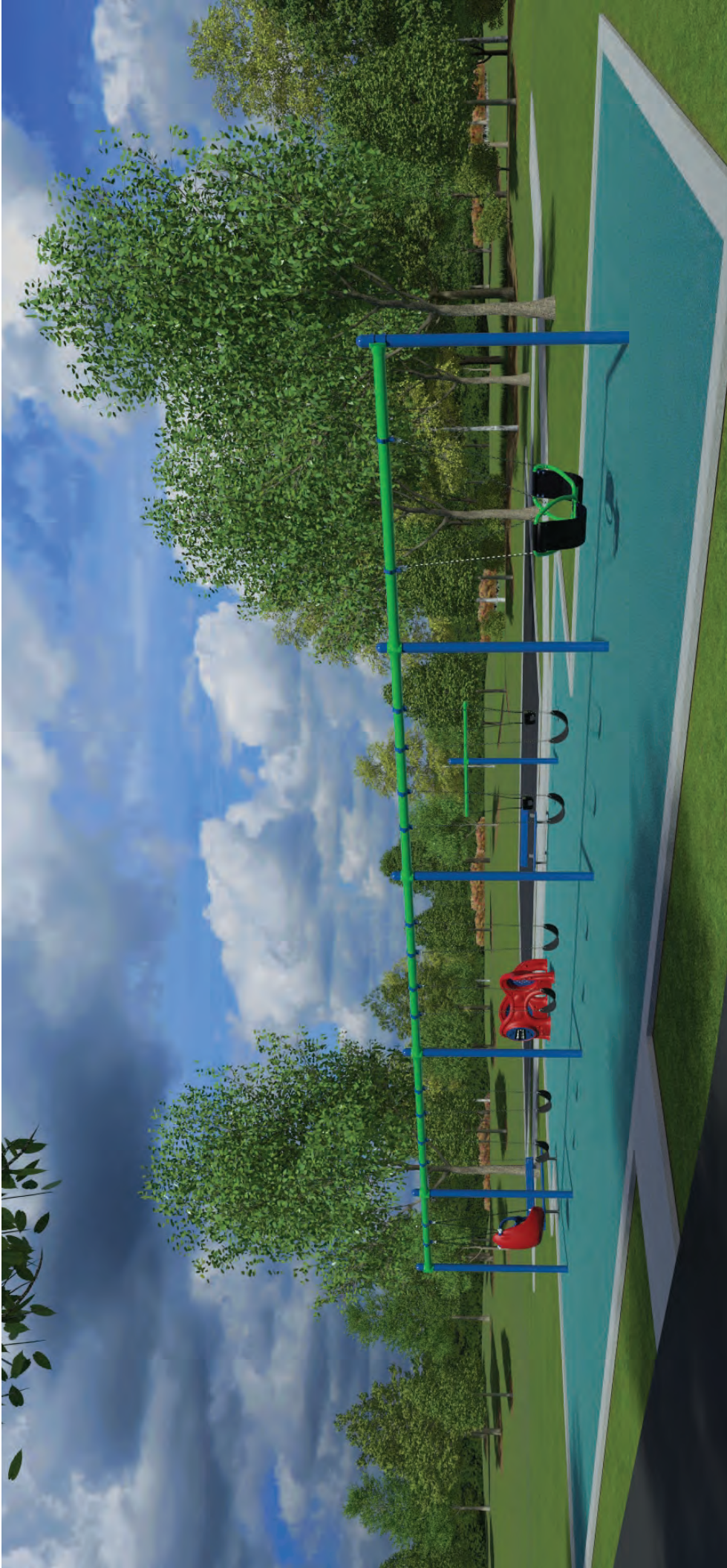
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Recreation Park Playground

1169919-01-04-04 • 01.04.2023



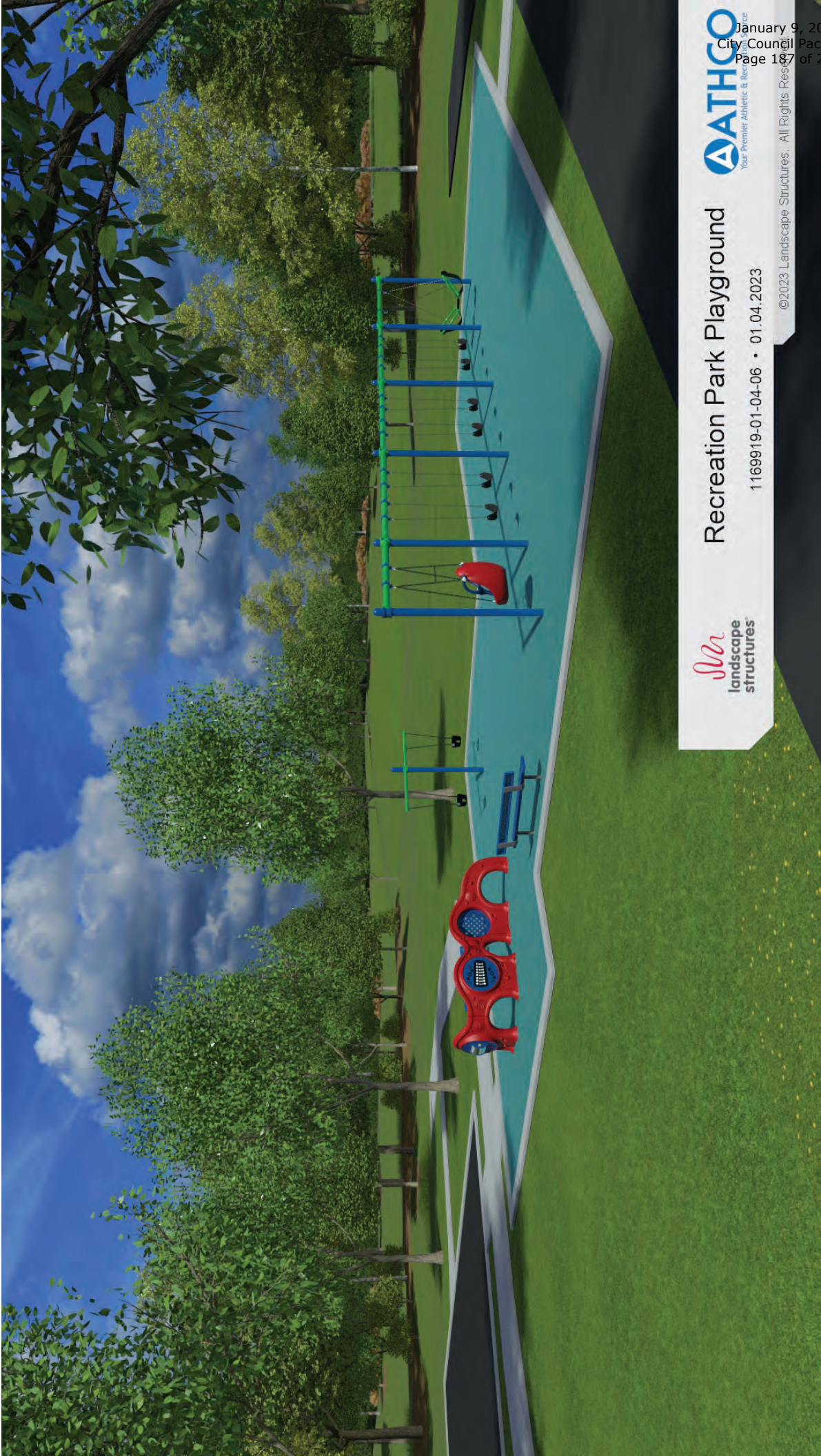


Recreation Park Playground

1169919-01-04-05 • 01.04.2023



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Recreation Park Playground

1169919-01-04-06 • 01.04.2023



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**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: January 9, 2023

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3773: Approving an Agreement with Missouri Highway and Transportation Commission

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Municipal Agreement as approved by Missouri Highways and Transportation Commission

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Missouri Department of Transportation (MoDOT) is proposing to construct a roundabout at the intersection of Prairie Lane and Route 58 later this year.

The agreement allows MoDOT to perform work associated with this project that falls within the City of Raymore.

MoDOT is requesting approval of the attached agreement which outlines project responsibilities for both entities during and after construction of the improvements to the intersection of Route 58 and Prairie Lane.

BILL 3773

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A MUNICIPAL AGREEMENT WITH MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE COMPLETION OF CERTAIN TRANSPORTATION IMPROVEMENTS TO ROUTE 58."

WHEREAS, the Missouri Department of Transportation (MoDOT) is proposing to construct improvements at the intersection of Prairie Lane and Route 58; and,

WHEREAS, in order to perform the work on Route 58 within the City of Raymore, MDOT requires execution of an agreement with the City of Raymore.

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

Section 1. The Mayor is hereby directed and authorized to enter into a Municipal Agreement with Missouri Highway and Transportation for the Route 58 improvements project.

Section 2. The Mayor, and City Clerk are hereby 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 9TH DAY OF JANUARY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF JANUARY, 2023 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 04/20 (BDG)
Modified:

Municipal Agreement
Route: MO 58
County: Cass
Job No.: J4S3272
Agreement No. 2021-02-61239

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Raymore, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 58, Cass County, Job No. J4S3272 shall consist of intersection improvements to build new roundabout at MO 58 and Prairie Lane.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows: Beginning on Station 258+52 west of Prairie Lane and ending on Station 271+10.15 east of Prairie Lane. Length of improvement is 0.238 miles with 1245 feet within the city limits.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J4S3272.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans. When the Commission deems it necessary to close Prairie Lane permanently during construction, the City shall be advised in time to make provisions for the diversion and rerouting of traffic.

(8) RIGHT-OF-WAY ACQUISITION:

(A) Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated

December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement,

and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(17) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(18) COMMISSION TO MAINTAIN: Upon completion of construction of this improvement, the Commission shall accept control and maintenance of MO 58 within the City limits that was acquired for the purposes of this project and shall thereafter keep, control, and maintain the same as, and for all purposes, as part of the State Highway System at its own cost and expense and at no cost and expense whatsoever to the City. These Commission will maintain the designated roadway(s) in the same manner and to the same extent that it maintains other part of the State Highway System.

(19) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(20) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(21) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(22) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or

refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(23) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(24) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's Kansas City District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's Kansas City District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(25) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(26) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(27) CITY REPRESENTATIVE: The City's Director of Public Works is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
Mike Krass
Raymore Director of Public Works
100 Municipal Circle
Raymore, MO 64083
Phone No.: (816) 892 - 3022

- (B) To the Commission:
Chris Redine, P.E.
District Engineer, Kansas City
Missouri Department of Transportation
600 NE Colbern Road
Lee's Summit, Missouri 64086
Phone No.: (816) 622-6500

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(30) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(31) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged

breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(32) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(33) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(34) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

CITY OF RAYMORE

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

Ordinance Number _____

CASS COUNTY

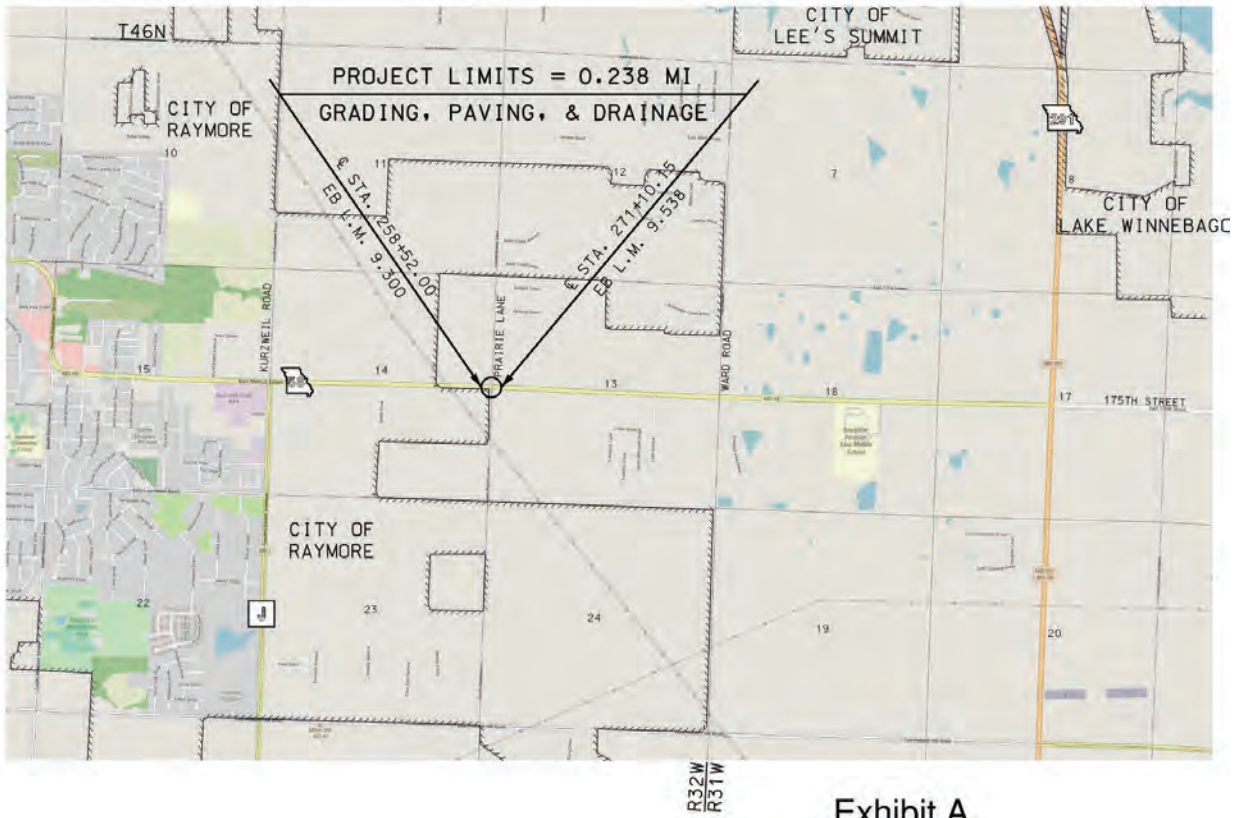


Exhibit A

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, DECEMBER 19, 2022, AT 7:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, FORSTER, TOWNSEND, AND WILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER RYAN MURDOCK, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Street Preservation Program - 2023-2025

Public Works Director Mike Krass presented a 3-year street maintenance program and project timeline. Staff intends to bid this project in January 2023. He answered questions from Council.

B. Curb Replacement Program - 2023-2025

Public Works Director Mike Krass presented the 2023-2025 Curb Replacement Program and project timeline. Staff intends to bid this project in January 2023.

C. Stop Sign Installation Recommendation

The recent construction of the Timber Trails 3rd addition has created additional street connections to Dean Ave. In response to this staff has revised the traffic control in the neighborhood and presented options for the installation of stop signs to assign right-of-way at intersecting streets. Staff answered questions from Council.

D. Other

The work session of the Raymore City Council adjourned at 7:22 p.m.