

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, September 11, 2023
6:00 p.m.

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

- A. Development Services (pg 7)
- B. Monthly Court Report (pg 13)
- C. Police/Emergency Management

- 7. Committee Reports**

- 8. Consent Agenda**

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

- A. City Council Meeting Minutes, August 28, 2023 (pg 17)

- 9. Unfinished Business - Second Reading**

- A. Prairie Lane Cost Share Agreement

- Reference: - Agenda Item Information Sheet (pg 29)
- Bill 3846 (pg 31)
- Agreement (pg 33)

Bill 3846 authorizes a Cost Sharing Agreement with Cass County, Missouri, for the construction of improvements to 2.5 miles of Prairie Lane between MO Highway 58 and 155th Street.

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| <ul style="list-style-type: none">• City Council, 08/28/2023: Approved 8-0 |
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B. Award of Contract - Fire Hydrant and Valve Replacement

- Reference: - Agenda Item Information Sheet (pg 43)
- Map (pg 45)
- Bill 3843 (pg 46)
- Contract (pg 48)

This project involves replacement of fire hydrants and water system valves at various locations throughout the City as shown on the attached map. Staff is recommending award of a contract to Legacy Underground Construction Inc. for the Fire Hydrant and Valve Replacement project.

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| <ul style="list-style-type: none">• City Council, 08/28/2023: Approved 8-0 |
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10. New Business - First Reading

A. Award of Contract - Auditor

- Reference: - Agenda Item Information Sheet (pg 87)
- Bill 3848 (pg 89)
- Contract (pg 91)

The City retains the services of an auditor to obtain independent audits of the City's financial statements. Staff recommends that Dana F. Cole & Company, LLP be retained to act as the City's independent auditor for the next three years.

B. Google Franchise Agreement

- Reference: - Agenda Item Information Sheet (pg 115)
- Bill 3847 (pg 117)
- Agreement (pg 119)

Bill 3847 seeks authority to execute a Nonexclusive Public Right-of-Way License Agreement with Google Fiber Missouri, LLC, allowing for the utilization of city right-of-way by Google for operation and maintenance of their fiber optic network for a license fee totaling one percent (1%) of quarterly gross revenues of Google Fiber within the jurisdictional boundaries of Raymore.

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

EXECUTIVE SESSION (CLOSED MEETING)

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

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

AUGUST 2023

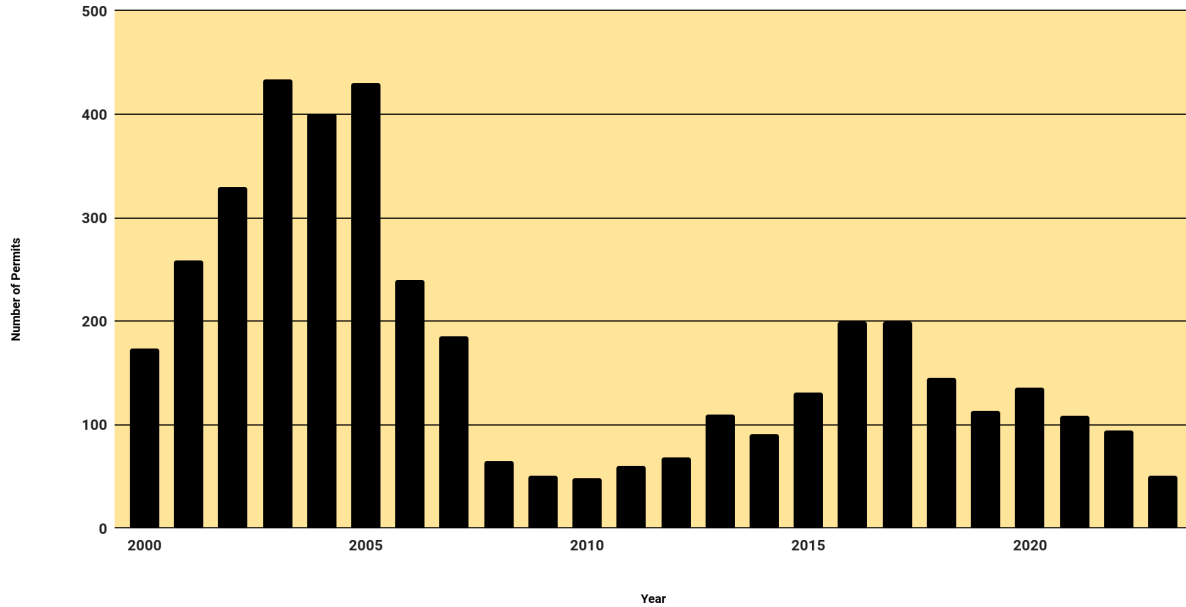
Building Permit Activity

Type of Permit	AUG 2023	2023 YTD	2022 YTD	2022 Total
Detached Single-Family Residential	13	50	85	94
Attached Single-Family Residential	12	70	178	238
Multi-Family Residential	0	0	15	15
Miscellaneous Residential (deck; roof)	61	479	517	763
Commercial - New, Additions, Alterations	1	17	14	20
Sign Permits	9	46	32	49
Inspections	AUG 2023	2023 YTD	2022 YTD	2022 Total
Total No. of Inspections	432	3,620	4,357	6,264
Residential Inspections	227	1,701	-	-
Commercial Inspections	205	1,919	-	-
Valuation	AUG 2023	2023 YTD	2022 YTD	2022 Total
Total Residential Permit Valuation	\$6,790,400	\$32,267,640	\$59,086,750	\$69,322,400
Total Commercial Permit Valuation	\$96,150	\$34,543,550	\$93,221,500	\$93,784,200

Additional Building Activity:

- Interior finishing work continues on the residential apartment buildings within The Depot community.
- Staff continues inspections at the Southern Glazer's distribution center as they continue the buildout of their facility at 1100 S. Dean Avenue.
- Tenant finish plans were received for a portion of the building located at 1200 S Dean Avenue in the Raymore Commerce Center.
- Staff continues inspections at the Nuuly distribution facility located at 1300 S. Dean Avenue.
- Work commenced at 213 N Madison for the future location of Wheelhouse Baseball Clinic
- Exterior work on the Starbucks Coffee located at 1631 W. Foxwood Drive is nearing completion. Tenant finish work should begin soon.
- Building Official Jon Woerner commenced plan review for the Grant Park Villas project, located at N. Adams St. and W. Grant Drive.
- Tenant finish work continues at 214 W. Walnut, the future location of the Quilted Cow.

Single Family Building Permits



CODE ENFORCEMENT ACTIVITY

Code Activity	AUG 2023	2023 YTD	2022 YTD	2022 Total
Code Enforcement Cases Opened	84	531	533	705
<i>Notices Mailed</i>			-	-
-Tall Grass/Weeds	29	115	118	144
- Inoperable Vehicles	21	181	164	221
- Junk/Trash/Debris in Yard	9	86	78	122
- Object placed in right-of-way	3	15	10	10
- Parking of vehicles in front yard	5	22	30	46
- Exterior home maintenance	9	61	64	73
- Other (trash at curb early; signs; etc)	0	0	0	0
Properties mowed by City Contractor	18	55	37	55
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	4	0	-
Signs in right-of-way removed	56	362	698	1,184
Violations abated by Code Officer	6	40	60	76

DEVELOPMENT ACTIVITY

Current Projects

- Comprehensive Plan
- HTeaO Site Plan Review
- Eastbrook 4th Plat
- Elite Fence & Deck Expansion
- 36th UDC Amendment
- Grant Park Villas

ACTIONS OF BOARDS, COMMISSIONS & CITY COUNCIL

August 1, 2023 Planning and Zoning Commission

- 1830 W Foxwood Drive - Site Plan
- Dean Avenue South Extension ROW Plat
- Annual UDC Review

August 9, 2023 Board of Zoning Adjustment

- Accessory Structure/Deck Setback Variance - 590 Kreisel (public hearing), approved
- Accessory Structure/Deck Easement Encroachment Variance - 590 Kreisel (public hearing), approved

August 14, 2023 City Council

- 1st Reading - Dean Avenue South Extension ROW Plat
- 1st Reading - Timber Trails Mixed Use Chapter 100 Request
- 2nd Reading - Non-Residential Sewer Contributor Agreement (Nuuly), approved
- 2nd Reading - 1111 Hillswick Lane Easement Vacation, approved

August 15, 2023 Planning and Zoning Commission

- Meeting canceled due to lack of business

August 28, 2023 City Council

- 2nd Reading - Timber Trails Mixed Use Chapter 100 Request, approved
- 2nd Reading - Dean Avenue South Extension ROW Plat, approved

UPCOMING MEETINGS SEPTEMBER & OCTOBER

September 5, 2023 Planning and Zoning Commission

- 2024-2028 Capital Improvement Plan Presentation (public hearing)
- 36th Amendment to UDC - Misc items from 2023 Review (public hearing)
- Eastbrook at Creekmoor 4th Final Plat
- Site Plan - HTeaO (Sunset Lane & 58 Highway)

September 11, 2023 City Council

- No items currently scheduled

September 13, 2023 Board of Zoning Adjustment

- Elite Fence & Deck Screening Variance (public hearing)

September 19, 2023 Planning and Zoning Commission

- No items currently scheduled

September 25, 2023 City Council

- 1st Reading - 36th Amendment to UDC - Misc items from 2023 Review (public hearing)
- 1st Reading - Eastbrook at Creekmoor 4th Final Plat

October 3, 2023 Planning and Zoning Commission

- No items currently scheduled

October 9, 2023 City Council

- 2nd Reading - 36th Amendment to UDC - Misc items from 2023 Review
- 2nd Reading - Eastbrook at Creekmoor 4th Final Plat

AUGUST DEPARTMENT ACTIVITY

- The Planning and Zoning Commission met on Tuesday, Aug. 1 and reviewed and approved two applications, including a final plat request for the Dean Avenue South right-of-way, and a site plan request for a [9,000 square-foot multi-tenant retail building located at 1830 W. Foxwood Drive](#). The Commission also reviewed the 2023 Annual Review of the Unified Development Code.
- Development Services staff and Engineering staff met with Wilson & Co to discuss an update to the Westgate Traffic Study.

- Development Services Director David Gress and Fire Marshal Brett Palmer met with a tenant of the Raymore Commerce Center to discuss upcoming improvements and additions to the building.
- The Board of Zoning Adjustment met on Aug. 9 to review two variance applications for the property at 590 Kreisel Drive in the Lemor Estate subdivision. The Board approved a request to locate a deck within a utility easement and to construct the deck closer than five feet from the property line.
- Development Services staff met with representatives of the Grant Park Villas project.
- Development Services Director David Gress and Economic Development Director Jordan Lea attended the [Raymore Chamber of Commerce](#) Monthly Morning Coffee hosted by [Stellar Gifts and Goods](#).
- Economic Development Director Jordan Lea and City Planner Dylan Eppert attended the monthly South KC Planner meeting.
- Development Services staff held a monthly progress meeting with Olsson Studio on the Raymore2045 Comprehensive Plan.
- Economic Development Director Jordan Lea attended a webinar titled Caregiving Challenges and Policy Opportunities for Women Business Owners presented by National Association of Women Business Owners & United WE.
- GIS Coordinator Heather Eisenbarth attended the first session of the [Regional Data Academy](#), hosted by the Mid-America Regional Council. The program focuses on helping individuals in local governments make sense of public sector data, effectively use the data and develop clear and appropriate presentations of civic data.
- Development Services Director David Gress and Economic Development Director Jordan Lea attended the Raymore Chamber of Commerce's Event Committee meeting.
- Development Services Director David Gress and Economic Development Director Jordan Lea participated in the annual meetings of the City's various Community Improvement Districts (CIDs) and Transportation Development Districts (TDDs).
- Economic Development Director Jordan Lea attended the Youth Scoreboard Launch and sales pitch meeting with Raymore Parks and Recreation.
- Economic Development Director Jordan Lea participated in a webinar hosted by United WE on Gender Parity on Civic Boards & Commissions in Missouri.



- Economic Development Director Jordan Lea attended a quarterly meeting with Economic Development professionals in Missouri Economic Development Council's District 3.
- Development Services Director David Gress and Economic Development Director Jordan Lea volunteered at the 28th Annual Raymore Chamber of Commerce Golf Tournament, The Bill McDaniel Classic.



- Development Services staff prepared the annual statement of nuisance abatements and delivered the report to the Cass County Collector's office.
- Code Enforcement Officer Drayton Vogel attended the annual Missouri Association of Code Enforcement (MACE) conference in Lake Ozark, MO

GIS ACTIVITY

- Support for Strategic Planning - Update of land use inventory & assessment to include extra territorial area and delivery of data to consultants
- Enterprise Administration - Batch removal of delete protection to delete deprecated items
- Research for systems architecture best practices for migration
- Data updates & synchronization as required
- Government Training Institute (GTI) Data Academy - Invite to pilot
- Support for provisioning of replacement Windows Server
- Database administration & enterprise management
- Data quality checks & improvement (horizontal accuracy)
- Annual review - regional data for emergency response (mapping) operations
- Registration of [ESRI Community Analyst](#) through American Planning Association (APA)

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 Municipal	Reporting Period: Aug 1, 2023 - Aug 31, 2023	
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:				
<u>II. MONTHLY CASELOAD INFORMATION</u>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		65	1,379	582
B. Cases (citations/informations) filed		9	172	34
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	0
4. plea of GUILTY in court		2	89	29
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	38	0
6. dismissed by court		0	2	1
7. <i>nolle prosequi</i>		0	3	6
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		2	132	36
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		72	1,419	580
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	77	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	53	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,702			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Raymore Municipal	Reporting Period: Aug 1, 2023 - Aug 31, 2023
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<u>V. DISBURSEMENTS</u>			
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	\$12,304.00	Bad Check Fee	\$25.00
Clerk Fee - Excess Revenue	\$1,232.82	Court Automation	\$1,007.38
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$38.04	Total Other Disbursements	\$1,032.38
Bond forfeitures (paid to city) - Excess Revenue	\$10.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$25,493.50
Total Excess Revenue	\$13,584.86	Bond Refunds	\$595.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$26,089.00
Fines - Other	\$7,878.50		
Clerk Fee - Other	\$505.08		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$144.89		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,033.20		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$15.59		
Law Enforcement Training (LET) Fund surcharge	\$292.00		
Domestic Violence Shelter surcharge	\$588.50		
Inmate Prisoner Detainee Security Fund surcharge	\$293.50		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$125.00		
Total Other Revenue	\$10,876.26		

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, AUGUST 28, 2023 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT IN PERSON: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, FORSTER, HOLMAN, AND TOWNSEND. MEMBER PRESENT VIA ZOOM: COUNCILMEMBER ENGERT. ALSO PRESENT IN PERSON: 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 6:00 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

Public Works Director Mike Krass reviewed the staff report included in the packet. He provided an update on the status of the paving of Dean Avenue and answered questions from Council.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the packet. He noted there are 5 weeks left for the Farmers Market season and reviewed upcoming activities and answered questions from Council.

Communications Manager Melissa Harmer provided an update on content included in the next issue of The Review. She reviewed events happening in September and answered questions from Council.

Development Services Director David Gress provided an update on the Comprehensive Plan. He stated the consultant will be delivering the analysis and assessment of the information provided to them by staff, and reviewed the timeline of the next steps of the project.

Councilmember Townsend asked if the landfill will be a consideration in the Comprehensive Plan. City Manager Jim Feuerborn answered that it can't be ignored and will be included to a limited degree.

City Manager Jim Feuerborn announced there will be no work session on September 4 in observance of Labor Day.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, August 14, 2023

B. Resolution 23-34: Disposal of Surplus Property

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

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

9. Unfinished Business

A. Setting the 2023 Tax Levy

BILL 3837: "AN ORDINANCE PURSUANT TO SECTION 67.110 OF THE REVISED STATUTES OF MISSOURI LEVYING GENERAL AND SPECIAL TAXES IN THE CITY OF RAYMORE, MISSOURI, FOR THE YEAR 2023."

City Clerk Erica Hill conducted the second reading of Bill 3837 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3837 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3837 as **Raymore City Ordinance 2023-065**.

B. Timber Trails Chapter 100 Development and Performance Agreement

BILL 3834: "AN ORDINANCE APPROVING A REDEVELOPMENT PLAN FOR A COMMERCIAL DEVELOPMENT PROJECT AND A DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE CITY OF RAYMORE, MISSOURI, AND TIMBER TRAILS LAND PARTNERS, LLC, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF IMPROVING A COMMERCIAL DEVELOPMENT PROJECT IN THE CITY; AND AUTHORIZING CERTAIN AGREEMENTS AND OTHER ACTIONS BY THE CITY."

City Clerk Erica Hill conducted the second reading of Bill 3834 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3834 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3834 as **Raymore City Ordinance 2023-066.**

C. Award of Contract - Johnston Drive Extension

BILL 3840: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION LLC FOR THE JOHNSTON DRIVE EXTENSION PROJECT, CITY PROJECT NUMBER 23-426-201, IN THE AMOUNT OF \$497,877 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3840 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3840 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye

Councilmember Barber	Aye
Councilmember Burke III	Aye
Councilmember Engert	Aye
Councilmember Forster	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3840 as **Raymore City Ordinance 2023-067**.

D. Award of Contract - Firing Range Repair

BILL 3825: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TRS TOTAL RANGE SERVICE, LLC FOR THE REPAIR AND RESTORATION OF THE POLICE DEPARTMENT FIRING RANGE IN THE AMOUNT OF \$305,800 AND TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3825 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3825 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3825 as **Raymore City Ordinance 2023-068**.

E. Dean Avenue South Extension Right of Way Plat

BILL 3841: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE DEAN AVENUE EXTENSION ROW, 2ND PLAT, A SUBDIVISION OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32 AND THE SOUTHWEST QUARTER OF SECTION 29, ALL IN TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3841 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3841 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3841 as **Raymore City Ordinance 2023-069**.

F. Establishing No Parking Signs on Kentucky Road

BILL 3839: "AN ORDINANCE AMENDING THE CITY TRAFFIC ENGINEER'S 'SCHEDULE III: PARKING LIMITED OR PROHIBITED' TO ESTABLISH NO PARKING SIGNS WITHIN THE CITY LIMITS OF RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3839 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3839 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3839 as **Raymore City Ordinance 2023-070**.

10. New Business

A. Amending the Schedule of Fees (public hearing)

RESOLUTION 23-33: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE SCHEDULE OF FEES."

City Clerk Erica Hill conducted the reading of Resolution 23-33 by title only.

Mayor Turnbow opened the public hearing at 6:24 p.m. and called for a staff report.

Finance Director Elisa Williams reviewed the staff report included in the packet. The License Tax Review Committee met on July 12 to review the 2022 Annual Report and voted unanimously to recommend to the City Council that it increase the current license tax rate by the CCI (construction cost index) for January 2023 of 4.93%, effective November 1, 2023. The changes to the Excise Tax Section include residential development to \$2,469 per trip from \$2,353, and non-residential development to \$660 per trip from \$629. The City Council met on July 17 and reviewed preliminary water and sewer rates and directed staff to make the following changes for approval: Water & Sewer section changes include tap fees increase by the CCI (4.93%), meter supply fees increase to cost of purchase, sewer connection fees increase by the CCI (4.93%), no change to the water rate of \$6.54, increase sewer rate to \$9.13 from \$8.96 (actual usage), increase sewer rate to \$9.58 from \$9.41 (winter average); Building Inspection section's roofing permit was updated to include the wording "Single or Two-Family"; Farmers Market booth space was moved to Parks and Recreation section. The Parks and Recreation Board met on July 25 and voted to make the following changes to include Farmers Market booth space increased from \$15/month to \$20/month, specifically permitted rentals adjusted rental fees for The Rink (Private Rental) from \$175 (2 hours) to \$200 (2 hours).

Mayor Turnbow opened the floor for public comment. Hearing no comments, he closed the public hearing at 6:27 p.m.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the reading of Resolution 23-33 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

B. Prairie Lane Cost Share Agreement

BILL 3846: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE COST

SHARING AGREEMENT WITH CASS COUNTY, MISSOURI, FOR THE CONSTRUCTION OF TRANSPORTATION INFRASTRUCTURE IMPROVEMENTS TO PRAIRIE LANE.”

City Clerk Erica Hill conducted the first reading of Bill 3846 by title only.

City Attorney Jonathon Zerr reviewed the staff report included in the packet. Bill 3846 seeks authority to execute a Cooperative Cost-Sharing Agreement with Cass County, Missouri, to complete certain transportation improvements to Prairie Lane which is a collector street shared by both Raymore and Cass County jurisdictional boundaries. The transportation improvements will cover approximately 2.5 miles of Prairie Lane of which 0.5 miles are included within Raymore. Under the agreement, Cass County has agreed to pay an amount up to \$372,891.62 (of the \$467,338.75 anticipated costs) for the completion of transportation improvements to Prairie Lane. Raymore would be agreeing to pay \$94,447.13 of the anticipated costs and a 10% contingency allowance which would allow Raymore to pay up to \$103,891.84. The constructed improvements will include repair, construction, and overlay of road and installation of other traffic safety features for Prairie Lane. There will be no alterations in traffic enforcement and infrastructure maintenance on Prairie Lane following the completion of the transportation improvements, nor does the agreement contemplate any changes in the enforcement of utility franchises, installations or improvements installed within the right-of-way along the improved portions of Prairie Lane.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3846 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

C. Award of Contract - Fire Hydrant and Valve Replacement

BILL 3843: “AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LEGACY UNDERGROUND CONSTRUCTION, INC FOR THE FIRE HYDRANT AND VALVE REPLACEMENT PROJECT, CITY PROJECT NUMBER 23-430-201/202, IN THE AMOUNT OF \$199,750.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

City Clerk Erica Hill conducted the first reading of Bill 3843 by title only.

Public Works Director Mike Krass reviewed the staff report included in the packet. The Fire Hydrant and Valve Replacement project involves installing new hydrants and valves at locations shown to have operational issues during routine inspection by the Operations and Maintenance Division of Public Works. Bids were received for the Fire Hydrant and Valve Replacement Project on August 9, 2023, and Legacy Underground Construction Inc. was determined to be the lowest and best bidder in the amount of \$199,750.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3843 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

11. Public Comment

12. Mayor/Council Communication

Councilmember Baker recognized Raymore resident Luke Grimm, who is playing football for the University of Kansas and noted he is the only Raymore-Peculiar graduate to be currently starting for a Division 1 football program this season.

13. Adjournment

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

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 6:35 p.m.

Respectfully submitted,

Erica Hill
City Clerk

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: August 28, 2023

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 checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3846: Prairie Lane Cost Share Agreement with Cass County

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

Award To:	Cass County
Amount of Request/Contract:	\$103,891.84 (\$94,447.13 plus 10% contingency)
Amount Budgeted:	N/A
Funding Source/Account#:	Excise Tax

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
N/A	N/A

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Cost Sharing Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Bill 3846 seeks authority for the Mayor, City Manager and City Clerk to execute a Cooperative Cost-Sharing Agreement with Cass County, Missouri, to complete certain transportation improvements to Prairie Lane which is a collector street shared by both Raymore and Cass County jurisdictional boundaries. The transportation improvements will cover approximately 2.5 miles of Prairie Lane of which 0.5 miles are included within Raymore.

Under the agreement, Cass County has agreed to pay an amount up to \$372,891.62 (of the \$467,338.75 anticipated costs) for the completion of transportation improvements to Prairie Lane. Raymore would be agreeing to pay \$94,447.13 of the anticipated costs. The Agreement also contemplates a 10% contingency allowance which would allow Raymore to pay up to an additional \$9,444.71 for a total of \$103,891.84. The constructed improvements will include repair, construction, and overlay of road and installation of other traffic safety features for Prairie Lane.

There will be no alterations in traffic enforcement and infrastructure maintenance on Prairie Lane following the completion of the transportation improvements, nor does the agreement contemplate any changes in the enforcement of utility franchises, installations or improvements installed within the right-of-way along the improved portions of Prairie Lane.

BILL 3846

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE COST SHARING AGREEMENT WITH CASS COUNTY, MISSOURI, FOR THE CONSTRUCTION OF TRANSPORTATION INFRASTRUCTURE IMPROVEMENTS TO PRAIRIE LANE.”

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

WHEREAS, Raymore and Cass County each desire to facilitate traffic and transportation infrastructure improvements along Prairie Lane between MO Highway 58 and 155th Street (“Transportation Improvements”) which is a major operational thoroughfare serving each of the Parties and will substantially benefit each Party; and,

WHEREAS, Cass County has retained the services of Great River Engineering as the most qualified to oversee the engineering of the Transportation Improvements, and has retained the services of Superior Bowen as the lowest bidder for construction of the Transportation Improvements; and,

WHEREAS, the Parties have agreed that Cass County should manage the contract with Great River Engineering and Superior Bowen for completion of the Transportation Improvements; and,

WHEREAS, the proposal for completion of the Transportation Improvements is estimated to be \$467,338.75 (“Costs”) and will be funded by Cass County contributing \$372,891.62 and Raymore contributing \$94,447.13 with a ten percent (10%) contingency on its share of the Costs to provide for any unforeseen additional costs.

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

Section 1. The Mayor is hereby directed to enter into a Cooperative Cost Sharing Agreement with Cass County, Missouri, for the Prairie Lane Transportation Improvements between MO Highway 58 and 155th Street.

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

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

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

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

DULY READ THE FIRST TIME THIS 28TH DAY OF AUGUST, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF SEPTEMBER, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

COOPERATIVE COST-SHARING AGREEMENT FOR PRAIRIE LANE TRANSPORTATION IMPROVEMENTS

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

Recitals

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

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

WHEREAS, the Parties desire to facilitate traffic and transportation improvements on Prairie Lane, including curbs, gutters, widening, overlay and construction of stormwater controls between MO Highway 58 and 155th Street (“Transportation Improvements”) which is a growing operational collector street shared by each Parties’ jurisdictional boundaries, and will substantially benefit each of the Parties; and

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

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

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

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

Agreement

1. Scope of Agreement. The purpose of this Agreement is to provide for a cooperative effort between the Parties, including but not limited to sharing of the costs incurred in planning, engineering, construction, and completion of the Transportation Improvements

("Costs"). The section(s) of Prairie Lane within which the Transportation Improvements are contemplated are visually depicted on Exhibit "A" attached hereto and incorporated by reference herein.

2. Cost-Sharing.

A. Under this Agreement, Raymore shall commit up to and including a total of \$94,447.13 to be used towards the Costs, including but not limited to unit costs for asphalt, concrete, materials, and oil products attributable to Raymore's jurisdiction, which said amounts shall be paid to Cass County to reimburse it for Costs to complete the Transportation Improvements within Raymore's jurisdiction.

B. Under this Agreement, Cass County will contribute up to and including a total of \$372,891.62 to be used towards the Costs, including but not limited to unit costs for asphalt, concrete, materials, and oil products attributable to Cass County's jurisdiction, to be used towards the Costs, and shall provide all of the labor and equipment to accomplish the Transportation Improvements.

C. Payment by Raymore to Cass County shall be made within thirty (30) days of receipt of Notice from Cass County to Raymore of the Costs charged by and incurred in completing the Transportation Improvements, including planning, engineering, and construction costs.

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

E. If the Costs of planning, engineering, construction and completion of the Transportation Improvements contemplated herein should exceed the total of \$467,338.75, Raymore and Cass County may, but shall not be obligated to, pay more than the agreed proportion of the Costs as provided for in Section 2(A) and 2(B) above. If the Costs should exceed the total of \$467,338.75 and Raymore determines not to proceed with further cost-sharing under this Agreement, Cass County, at its sole discretion, may either;

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

ii. Allocate supplemental funding up to 10% contingency of the current obligations for the Transportation Improvements by each party pro rata in accordance with their current obligations, as may be necessary to complete the same and without requiring further obligations as provided under Section 4 below (except as may be otherwise required by law).

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

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

B. Subject to the appropriation of funds, pay the Costs for completion of the Transportation Improvements in the amount of \$94,447.13 to Cass County within thirty (30) days of receipt of Notice from Cass County of the Costs charged,

C. Comply with all other requirements as set forth in this Agreement.

4. **Obligations of Cass County.** Cass County agrees to:

A. Contribute \$372,891.62 towards materials for the Transportation Improvements, and provide all labor and equipment to construct the Transportation Improvements.

B. Comply with all other requirements applicable as set forth in this Agreement,

C. Subject to the appropriation of funds, pay the Costs for completion of the Transportation Improvements, and

D. Receipt for any funds paid by Raymore towards the Costs.

Miscellaneous Provisions

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

2. **Waiver.** No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties or to declare any of the other parties in default, irrespective of how long such failure continues shall not constitute a waiver by such party of its rights under this Agreement. The Parties reserve the right to waive any term, covenant, or

condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the Parties reserve the right to exercise any and all of their rights and remedies under this Agreement irrespective of any waiver granted.

3. License to Use of Right-of-Way. Raymore hereby grants to Cass County, its agents, employees, contractors, engineers, consultants and surveyors, a license to use that portion of the public right-of-way along Prairie Lane in order to allow for completion of the Transportation Improvements in accordance with the terms of this Agreement. The grant of this license by Raymore to Cass County shall not constitute a conveyance of any interest other than non-exclusive written license rights in the public right-of-way.

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

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

6. Severability of Provisions. Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any portion of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the Parties could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the Parties.

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

8. Assignment. The Parties shall not sell, assign, transfer or otherwise convey any of their rights under this Agreement without the prior and expressed written consent of the other

parties. Each party may, at its sole discretion, refuse to consent to any proposed sale, assignment, transfer or other conveyance. Any attempted sale, assignment, transfer, or conveyance in violation of this paragraph shall be void and shall relieve the non-consenting party of any further liability under this Agreement but shall not relieve the violating party of any liability. If a party consents in writing to a sale, assignment, transfer or conveyance, unless specifically stated to the contrary in the consent, it shall not release or discharge the party receiving consent from any duty or responsibility set forth in this Agreement.

9. Conflicts of Interest. Raymore shall certify that none of their officers or employees has, or will have, a direct or indirect financial personal interest in this Agreement, and that no officer or employee of it, or member of such officer's or employee's immediate family, either has negotiated, nor has, nor will, have an arrangement, concerning employment to perform services on behalf of the Parties.

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

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

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

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

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

If to Raymore:

City of Raymore
Attn: City Manager
100 Municipal Circle
Raymore, MO 64083

If to Cass County:

Cass County
Attn: Presiding Commissioner
102 E. Wall St.

Harrisonville, MO 64701

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

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

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

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

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

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

20. Term. This Agreement shall begin upon its execution and shall continue until all of the Transportation Improvements are completed subject to the terms and conditions set forth in this Agreement.

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

22. Future Appropriations. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by any of the Parties.

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

24. Dispute Resolution.

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

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

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

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

Missouri. The parties hereby agree to waive jury trial in all claims or disputes which may arise under this Agreement.

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

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

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

[Remainder of page intentionally left blank.]

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

City of Raymore, Missouri

Date: _____

By: _____

Hon. Kristofer P. Turnbow
Mayor

ATTEST:

Approved as to form:

City Clerk

City Attorney

Ordinance #: _____

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

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

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

Notary Public

My Commission Expires:

Cass County, Missouri

Date: _____

By: _____

Hon. Bob Huston
Presiding Commissioner

ATTEST:

Approved as to form:

County Clerk
Resolution #: _____

County Counselor

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

Be it remembered, that on the _____ day of _____, 20__ before me, the undersigned notary public in and for said county and state aforesaid, came Bob Huston, Presiding Commissioner, Cass County, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said county and that said instrument was signed and sealed on behalf of said county by authority of its County Commission and acknowledged said instrument to be the free act and deed of said county.

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

Notary Public

My Commission Expires:



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: August 28, 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 checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3843: Award of Contract - Fire Hydrant and Valve Replacement

STRATEGIC PLAN GOAL/STRATEGY

2.1 Set the standard for a safe and secure community

FINANCIAL IMPACT

Award To:	Legacy Underground Construction Inc.
Amount of Request/Contract:	\$199,750.00
Amount Budgeted:	\$236,183.00
Funding Source/Account#:	Fund 54

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

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

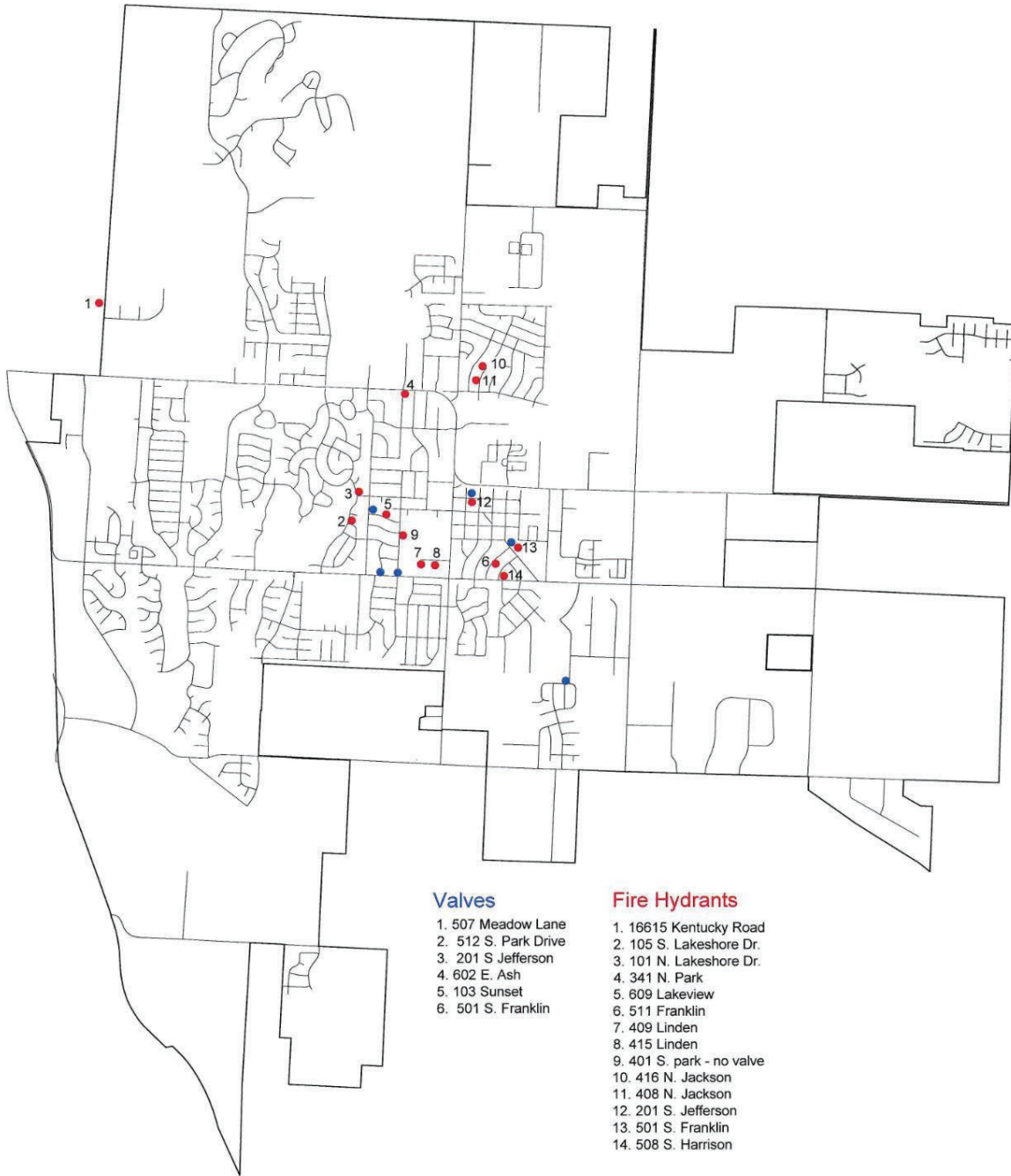
The Fire Hydrant and Valve Replacement project involves installing new hydrants and valves at the locations shown on the attached map that were noted to have operational issues during routine inspection by the Operations and Maintenance Division of Public Works.

Bids were received for the Fire Hydrant and Valve Replacement Project on August 9, 2023, as follows:

Legacy Underground Construction Inc	\$199,750.00
Infrastructure Solutions LLC	\$269,800.00
Beemer Construction Co Inc	\$273,225.00
TC Fuller Construction LLC	\$283,997.00
Redford Construction Co	\$289,950.00
Breit Construction LLC	\$309,820.00
Leath & Sons Inc.	\$333,635.00

Legacy Underground Construction Inc. is the lowest and best bidder in the amount of \$199,750.00.

2023 Fire Hydrant/Valve Replacement Map



BILL 3843

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LEGACY UNDERGROUND CONSTRUCTION, INC FOR THE FIRE HYDRANT AND VALVE REPLACEMENT PROJECT, CITY PROJECT NUMBER 23-430-201/202, IN THE AMOUNT OF \$199,750.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, this project is included in the FY 2023 Capital Budget; and,

WHEREAS, bids for this project were received on August 9, 2023; and,

WHEREAS, Legacy Underground Construction Inc. has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$199,750.00 with Legacy Underground Construction Inc for the Fire Hydrant and Valve Replacement project, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 28TH DAY OF AUGUST, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF SEPTEMBER, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Fire Hydrant and Valve Replacement

This Contract for the Fire Hydrant and Valve Replacement project, hereafter referred to as the **Contract** is made this 11th day of September, 2023, between Legacy Underground Construction Inc, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1903 E Mechanic Street, Harrisonville, MO 64701, 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 September 11, 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 23-430-201/202 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 **90** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$199,750.00.

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 30) 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)

LEGACY UNDERGROUND CONSTRUCTION, INC.

By: _____

Title: _____

Attest: _____

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

Fire Hydrant and Valve Replacement

ANTICIPATED SCOPE OF SERVICES:

- Replace 14 fire hydrants. All hydrants are to be Clow Medallion or approved equals. **All hydrants/valves to be presumed unrestrained. Water to be shut off during replacement. Contractor to notify residents 48 hours in advance via door hangers of water service interruption.**
- Install 6, six inch gate valves at 6 of the hydrants to be replaced. Replace the tees to the main along with the valves as necessary.
- Install 4, stainless steel tapping sleeves with valves adjacent to existing hydrants. Install new hydrants and cut the existing hydrant off below grade.
- Install Hydra-Stop, Insta-Valve 250s (or approved equals) at 6 locations. Contractor is responsible for determining pipe diameter.
- Replace 75 sq feet of sidewalk, if damaged, and replace two ADA ramps.
- Restore any damaged lawns or landscaping. Sod is to be used in maintained lawns, seed and Futerra F4 Netless blankets or approved equal in un-maintained areas. Straw is not allowed.
- Provide traffic control

1. SPECIFICATIONS WHICH APPLY

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

2. PROJECT AWARD

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

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

3. PROJECT COMPLETION AND SCHEDULE

It is expected that the Notice of Award shall be issued September 2023.

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" October 2013 shall be amended to include the following:

Contractor shall complete work within 90 calendar days of execution of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

A. Mobilization, Bonds, and Insurance: Mobilization, Bonds and Insurance will be considered a lump sum item for payment.

B. Fire Hydrant Removal and Replacement: Fire Hydrant Removal and Replacement will be paid for at the unit bid price per each. The unit bid price shall include all materials, labor and equipment required to remove and dispose of the existing hydrant and pipe back to the valve and install a new hydrant as per City specifications, including thrust

blocks, anchor couplings and any necessary restraint. The hydrants shall be Clow Medallion.

- C. Gate Valves:** Gate Valves shall be paid for at the unit bid price per each. The unit bid price shall include all materials, labor and equipment required to install valves at any of the new hydrants, any other hydrant where the valve is inoperable or on the existing main lines. Removal of an inoperable valve is considered subsidiary to this line item. The valve is to be a East Jordan Flowmaster Resilient Wedge Gate Valve or approved equal.. All valve risers shall be ductile iron. The contractor is required to notify the residents affected by the water shut off by door hangers 48 hours in advance.
- D. Stainless Steel Tapping Sleeves with Valves:** Stainless Steel Tapping Sleeves with Valves shall be paid for at the unit bid price per each. The unit bid price shall include all material, labor and equipment to tap an existing line under normal operating pressure.
- E. Hydra-Stop Inserta-Valve 250:** Hydra-Stop Inserta-Valve 250 will be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install the valves on existing lines under normal operating pressure. The contractor is responsible for verifying line diameter and material prior to valve installation.
- F. Ductile Iron Valve Stem Risers:** Ductile Iron Valve Stem Risers shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install the risers on new or existing valves, if the existing riser is not ductile, and to dispose of the existing risers.
- G. 6" to 4" Reducer:** 6" to 4" Reducer shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to join 6" to 4" fittings/pipe of any material.
- H. Cut In Tees:** Cut In Tees shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install ductile iron tees on existing lines where necessary and to restrain the valve and hydrant assembly. Thrust blocks will be considered subsidiary to this line item.
- I. Sidewalk:** Sidewalk shall be paid for at the unit bid price per square foot. The unit bid price shall include all labor, equipment and materials required to remove, dispose of and replace any sidewalk damaged

during hydrant and valve installation. Concrete shall be a KCMMB 4K mix and the new sidewalk shall be doveled into the existing sidewalk.

J. Traffic Control: Traffic Control shall be considered a lump sum item for payment. The unit bid price shall include all labor, equipment and materials necessary to maintain a safe work zone. All signage and barricades shall meet the MUTCD standards and the City reserves the right to require additional traffic control measures above what the contractor has supplied if deemed necessary.

K. Restoration: Restoration shall be considered a lump sum item for payment. The unit bid price shall include all labor, equipment and materials required to restore any grass, vegetation or landscaping damaged during installation of the hydrants or valves. Sod will be placed in residential lawns, seed and Forterra F4 netless blankets (or approved equal - straw is not allowed) shall be used in non-maintained areas. Restoration shall be considered complete when the grass is established as per APWA specifications.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 23-430-201/202

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of September 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 30 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 30). 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 23-430-201/202

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) David Scaggs. having authority to act on behalf of (Company name) Legacy Underground Construction, Inc. do hereby acknowledge that (Company name) Legacy Underground Construction, Inc. 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: Legacy Underground Construction, Inc.

ADDRESS: 1903 E Mechanic St.
Street

ADDRESS: Harrisonville Mo 64701
City State Zip

PHONE: 816-558-5162

E-MAIL: David@legacyunderground.net

DATE: 8-9-2023
(Month-Day-Year)

 President
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 23-430-201/202

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 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 23-430-201/202

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	City of Harrisonville
ADDRESS	Harrisonville, Mo 64701
CONTACT PERSON	Ted Martin
CONTACT EMAIL	tmartin@harrisonville.com
TELEPHONE NUMBER	816-380-8964
PROJECT, AMOUNT AND DATE COMPLETED	Halsey to James Sanitary Sewer - \$98,776.75 11-1-2022

COMPANY NAME	Wilson Company
ADDRESS	Bonner Springs, KS 66012
CONTACT PERSON	Justin Klautd
CONTACT EMAIL	justin.klautd
TELEPHONE NUMBER	913-339-8710
PROJECT, AMOUNT AND DATE COMPLETED	North Park Restroom - \$101,074.00 12-15-2022

COMPANY NAME	City of Olathe
ADDRESS	Olathe, KS 66101
CONTACT PERSON	Mark Perry
CONTACT EMAIL	mrperry@olatheks.org
TELEPHONE NUMBER	913-971-8600
PROJECT, AMOUNT AND DATE COMPLETED	Lake Olathe Water Main Replacement - \$314,889.00 2-10-2023

COMPANY NAME	City of Concordia
ADDRESS	Concordia, Mo. 64020
CONTACT PERSON	Dale Klaussman
CONTACT EMAIL	administrator@concordiamo.org
TELEPHONE NUMBER	660-463-2228
PROJECT, AMOUNT AND DATE COMPLETED	Concordia Park Storm Sewer - \$72,720.00 (Owner Provided Material) 3-1-2023

COMPANY NAME	Unified Government of KCKS
ADDRESS	Kansas City, KS 66101
CONTACT PERSON	Jack Xiong
CONTACT EMAIL	Jxiong@wycokck.org
TELEPHONE NUMBER	913-915-1367
PROJECT, AMOUNT AND DATE COMPLETED	Tauromee Sanitary Sewer Extension - \$151,320.00 4-5-2023

State the number of Years in Business: 2 yrs.

State the current number of personnel on staff: 49

PROPOSAL FORM D
RFP 23-430-201/202

Proposal of Legacy Underground Construction, Inc., organized and
(Company Name)
existing under the laws 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. 23-430-201/202 – Fire Hydrant and Valve Replacement project.

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. 23-430-201/202

2023 Fire Hydrant/Valve Replacement

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mob, Bonds and Insurance	LS	1	12900	12900
Fire Hydrant Removal & Replace	Each	12	6500	78000
Stainless Steel Taping Sleeves with Valves	Each	2	5000	10000
6" Gate Valve on Hydrants	Each	3	1500	4500
4" Inserta Valves	Each	2	12800	25600
6" Inserta Valves	Each	2	14000	28000
8" Inserta Valves	Each	1	14500	14500
DIP Valve Riser	Each	10	350	3500
6" to 4" Reducer	Each	4	350	1400
Cut in Tees	Each	1	3500	3500
Replace ADA Ramps	Each	2	750	1500
Sidewalk	Sq Ft	75	10	750
Traffic Control	LS	1	3100	3100
Restoration	LS	1	12500	12500
TOTAL BASE BID				\$199,750.00

Company Name Legacy Underground Construction, Inc

Total Base Bid for Project Number:

\$ 199,750.00

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

(\$One Hundred Ninety Nine Thousand Seven Hundred Fifty Dollars and zero cents)

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



**BID PROPOSAL FORM E – RFP 21-382-201
CONTINUED**

Company Name Legacy Underground Construction, Inc

By 
Authorized Person's Signature

David Scaggs President
Print or type name and title of signer

Company Address _____
Legacy Underground Construction, Inc
1903 E Mechanic Street, Harrisonville, Mo 64701

Phone 816-558-5162

Fax _____

Email David@legacyunderground.net

Date 8-7-2023

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

Fire Hydrant and Valve Replacement
Project #23-430-201 / 202

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 - Questions and clarification.

1. Clarification: Valve Substitute permitted

Response: Romac Quikvalves are considered an acceptable alternative to Hydra-Stop Insta-Valves

2. Clarification: Valves

Response: Valves will be required to be placed before the hydrants can be installed.

3. Clarification: Seeding as to Sod

Response: Sod will be required for residential areas and seed and straw for non-residential.

4. Clarification: Please clarify the location of the Hydrant on Maple (#12 on map)

Response: 239 W. Maple. On Maple, just east of S. Jefferson.

5. Clarification: Hydrant on N Jefferson will disturb resident plantings

Response: Hydrant is in the right of way. Will only be required to sod.

6. Is there any information on the existing main sizes at the locations where the work is to be performed?

Response: The majority of the mains are expected to be 6", but plans have proved to be unreliable in the past. Contractor is responsible for excavating, determining line size and having necessary parts on hand to complete the work.

7. Which locations will be required for the 6x4 reducers?

Response: See response to #6, applicable to #7 also.

8. Can you tell me which locations will require cutting in a Tee vs installing a tapping sleeve and valve?

Response: That can only be determined after the valves are installed and it can be determined which existing hydrants can be turned off.

9. Do the ADA ramps need to be replaced if they are not disturbed?

Response: No

10. What is the engineer's estimate?

Response: \$200,000. This is a correction of the response given in the pre-bid meeting.

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 August 4, 2023 at 5 p.m.

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

Company Name: Legacy Underground Construction, Inc

By: David Scaggs

Title: President

Address: 1903 E Mechanic St

City, State, Zip: Harrisonville, Mo 64701

Date: 8-7-2023 Phone: 816-558-5162

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID



E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

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

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

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



Name/Contractor: Legacy Underground Construction, Inc.

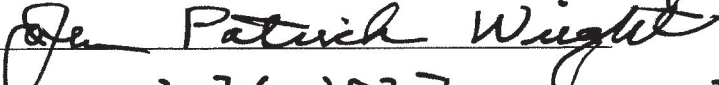
Company: Legacy Underground Construction, Inc.

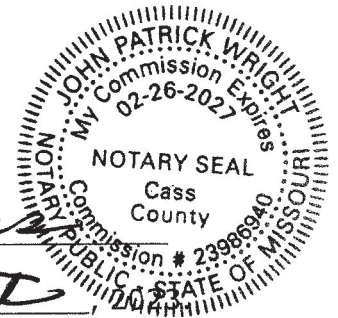
Address: 1903 E Mechanic Street, Harrisonville, Mo 64701

- 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 # 23-430-201/202.
- 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.

 Legacy Underground Const.
Company Name

Signature
Name: David Seager
Title: President

STATE OF Missouri COUNTY OF Cass
Subscribed and sworn to before me this 7th day of August
Notary Public: 
My Commission Expires: 2-26-2027 Commission # 23986940



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

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

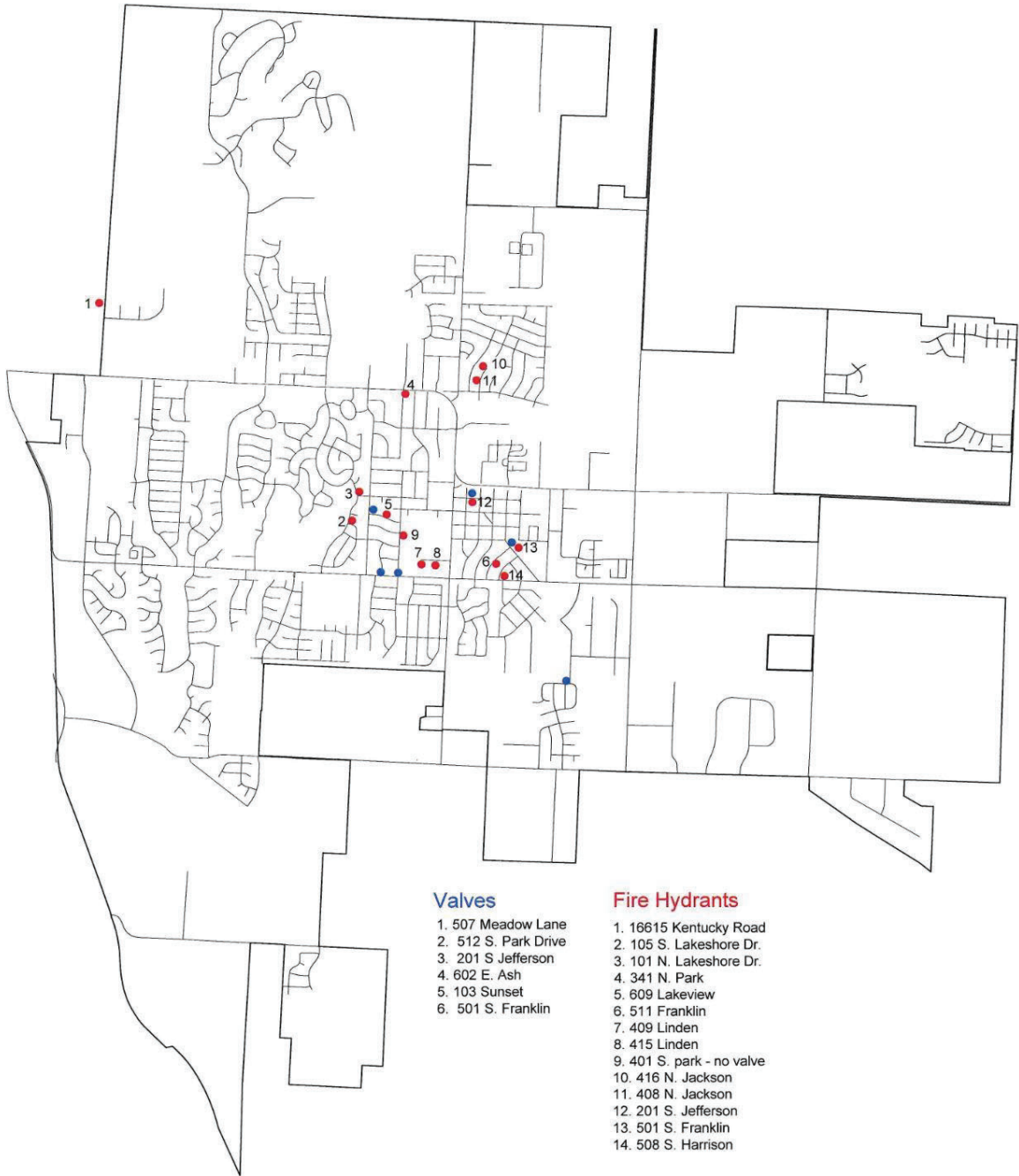


Company ID Number: 1714991

Approved by:

Employer Legacy Underground Construction, Inc	
Name (Please Type or Print) David M Scaggs	Title
Signature Electronically Signed	Date 07/12/2021
Department of Homeland Security - Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/12/2021

2023 Fire Hydrant/Valve Replacement Map



New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: September 11, 2023

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

<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 3848: Award of Contract - Auditor

STRATEGIC PLAN GOAL/STRATEGY

4.3.3 Demonstrate our dedication to ethical behavior and transparency

FINANCIAL IMPACT

Award To: Dana F. Cole & Company
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#: General Fund (01)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 1, 2023	September 30, 2026

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid forms
Engagement Letter

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Government Finance Officers Association (GFOA) recommends state and local governmental entities obtain independent audits of their financial statements.

The contract for these services is for a three-year period with the option to renew for two additional one-year periods, for a potential term of five years. Staff issued a Request for Qualifications, with one firm responded to the current Request for Qualifications for Audit Services:

- Dana F. Cole & Company LLP

Staff determined that Dana F. Cole and Company was the most qualified.

The proposed fee structure is \$33,000 for the first year and increasing \$1,000 each subsequent year. This is an increase of \$2,000 from the 2020 contract price. The scope of the audit has changed since the 2020 contract to include the implementation of GASB Statement No. 87, Accounting and Financial Reporting for Leases. This requires additional time and expertise in the preparation of our Combined Annual Financial Report by our auditors.

BILL 3848

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DANA F. COLE & COMPANY, LLP TO SERVE AS THE INDEPENDENT AUDITOR FOR THE CITY FOR A THREE-YEAR PERIOD.”

WHEREAS, the City Council has determined it is advisable to utilize the services of an independent auditor to the City; and,

WHEREAS, in accordance with the City of Raymore Purchasing Policy, city staff issued RFQ 23-007 to firms to serve as the independent auditor; and,

WHEREAS, Dana F. Cole & Company, LLP is recommended by staff to be the best firm to provide this service.

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

Section 1. The City Manager is hereby directed to enter into an agreement with Dana F. Cole & Company, LLP to provide services as the auditor for the City in accordance with their submitted proposal and all of the terms and conditions of the agreement hereto attached.

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

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

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

DULY READ THE FIRST TIME THIS 11TH DAY OF SEPTEMBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF SEPTEMBER, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



**DANA F. COLE
& COMPANY^{LLP}**
CERTIFIED PUBLIC ACCOUNTANTS

55 CORPORATE WOODS
9300 WEST 110TH STREET, SUITE 145
OVERLAND PARK, KANSAS 66210
T: 913.341.8200 F: 913.341.5158

DANACOLE.COM

August 30, 2023

To the Members of City Council
City of Raymore, Missouri
100 Municipal Circle
Raymore, MO 64083

We are pleased to confirm our understanding of the services we are to provide the City of Raymore, Missouri, for the year ended October 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City of Raymore, Missouri, as of and for the year ended October 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Raymore, Missouri's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Raymore, Missouri's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedule(s).
3. Schedule of Employer's Contributions.
4. Schedule of Changes in Net Pension Liability

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Raymore, Missouri's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying

City of Raymore, Missouri
August 30, 2023
Page two

accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

1. Schedule of Expenditures of Federal Awards.
2. Nonmajor Governmental Funds - Combined Balance Sheet.
3. Nonmajor Governmental Funds - Combined Schedule of Revenues, Expenditures, and Changes in Fund Balances.
4. Budgetary Comparison Schedule - Government Funds not included in RSI.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Introductory Section and Transmittal Letter.
2. Statistical Section.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

City of Raymore, Missouri
August 30, 2023
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Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for this inquiry.

Our audit of financial statements does not relieve you of your responsibilities.

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Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Raymore, Missouri's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Raymore, Missouri's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Raymore, Missouri's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

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Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Raymore, Missouri, in conformity with U.S. generally accepted accounting principles and the *Uniform Guidance* based on information provided by you.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and

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transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and

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indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Dana F. Cole & Company, LLP, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Dana F. Cole & Company, LLP, is not involved, you agree to clearly indicate in the exempt offering document that Dana F. Cole & Company, LLP, is not involved with the contents of such offering document.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

City of Raymore, Missouri
August 30, 2023
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We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

As an attest client, Dana F. Cole & Company, LLP, cannot retain your documents on your behalf. This is in accordance with the ET 1.295.143 of the *AICPA Code of Professional Conduct*. The City of Raymore, Missouri, is responsible for maintaining its own data and records.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Dana F. Cole & Company, LLP, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Missouri State Auditor's Office or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dana F. Cole & Company, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the Missouri State Auditor's Office or its designee. The Missouri State Auditor's Office or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Missouri State Auditor's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Kim K. Pearson is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. To ensure that Dana F. Cole & Company, LLP's independence is not impaired under the *AICPA Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our

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personnel. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be at our standard hourly rates for the individuals involved. We estimate that our fees for these services will not exceed \$33,000 for the financial statement audit. In addition, our fees for the conduct of the Single Audit under the Uniform Guidance will be \$5,000 for the first major program. You will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Bills will be rendered as the work progresses with payment to be made upon presentation. Interest will be charged at the rate of 1% per month on balances in excess of 60 days. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year unless for some reason you or we find that some change is necessary.

Reporting

We will issue written reports upon completion of our single audit. Our reports will be addressed to the City Council of the City of Raymore, Missouri. Circumstances may arise in which our reports may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of

City of Raymore, Missouri
August 30, 2023
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internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

You have requested that we provide you with our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2020 peer review report accompanies this letter.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the original and return it to us. The copy enclosed is for your records.

Yours truly,



KIM K. PEARSON
For the Firm

e-mail: kpearson@danacole.com

KKP:kmc

Enclosures

RESPONSE:

This letter correctly sets forth the understanding of the City of Raymore, Missouri.

By: _____

Title: _____



Report on the Firm's System of Quality Control

January 21, 2021

To the Partners of Dana F. Cole & Company, LLP
and the Peer Review Committee of the Nevada Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Dana F. Cole & Company, LLP (the firm) in effect for the year ended February 29, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Dana F. Cole & Company, LLP in effect for the year ended February 29, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Dana F. Cole & Company, LLP has received a peer review rating of *pass*.

Clark, Schaefer, Hackett & Co.

Certified Public Accountants



Peer Review
Program

State and AICPA Peer Review Program administered by the NVCPA for the following states: Idaho, Montana, Nebraska, Nevada, Utah, and Wyoming

June 07, 2021

Kent Klute
Dana F. Cole & Company, LLP
1248 O Street Ste 500
LINCOLN, NE 68508

Dear Kent Klute:

It is my pleasure to notify you that on June 02, 2021, the Nevada Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is August 31, 2023. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

Kary Arnold
Finance & Peer Review Program Manager
karnold@nevadacpa.org
(775) 826-6800

cc: Daniel Wernke, Ryan Bruns

Firm Number: 900010013136

Review Number: 576005

**QUALIFICATION FORM A
RFQu 23-007**

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Kim K. Pearson having authority to act on behalf of (Company name) Dana F. Cole & Company, LLP do hereby acknowledge that (Company name) Dana F. Cole & Company, LLP 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: Dana F. Cole & Company, LLP

ADDRESS: 55 Corporate Woods, 9300 W. 110th Street, Suite 145

Street

ADDRESS: Overland Park KS 66210


City

State

Zip

PHONE: 913.341.8200

E-MAIL: kpearson@danacole.com

DATE: 8.15.23  Partner
(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**

QUALIFICATION FORM B RFQu 23-007

DISCLOSURES

The Consultant submitting this RFQu 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 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 RFQu, 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 Consultant 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 were 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.

QUALIFICATION FORM C
 RFQu 23-007

EXPERIENCE / REFERENCES

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

*Please list any Municipalities that you have done work for in the past 48 months.

COMPANY NAME	City of Clinton, Missouri
ADDRESS	105 East Ohio Street
	Clinton, MO 64735
CONTACT PERSON	Christy Maggi, City Administrator
PHONE NUMBER	660.885.6121
EMAIL	cmaggi@cityofclintonmo.com

COMPANY NAME	City of Butler, Missouri
ADDRESS	22 West Ohio Street
	Butler, MO 64730
CONTACT PERSON	Corey Snead, City Clerk
PHONE NUMBER	660.679.4182
EMAIL	csnead@cityofbutlermo.com

COMPANY NAME	City of Odessa, Missouri
ADDRESS	228 South Second Street
	Odessa, MO 64076
CONTACT PERSON	Shawna Davis, City Administrator
PHONE NUMBER	816.230.5577
EMAIL	shawna.davis@cityofodessamo.com

COMPANY NAME	City of Peculiar, Missouri
ADDRESS	250 South Main Street
	Peculiar, MO 64078
CONTACT PERSON	Malea Yount-Neal, Finance Director
PHONE NUMBER	816.779.5212
EMAIL	myountneal@cityofpeculiar.com

COMPANY NAME	City of Harrisonville, Missouri
ADDRESS	300 East Pearl Street
	Harrisonville, MO 64701
CONTACT PERSON	Kim Hubbard, Finance Manager
PHONE NUMBER	816.380.8907
EMAIL	khubbard@harrisonville.com

State the number of Years in Business: 108

State the current number of personnel on staff: 210

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 Kim K. Pearson, who, being duly sworn, states on his oath or affirmation as follows:

Name/Consultant:

Kim K. Pearson

Company:

Dana F. Cole & Company, LLP

Address:

55 Corporate Woods, 9300 West 110th Street, Suite 145, Overland Park KS 66210

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Consultant is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project #20-006
- 3 Consultant 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 Consultant's enrollment and

participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Dana F. Cole & Company, LLP



Signature

Name: Kim K. Pearson

Title: Partner

Subscribed and sworn to before me this 16 day of August, 2023.

STATE OF Kansas COUNTY OF Johnson

Notary Public: Briana L Wranosky

My Commission Expires: 7/13/2027



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



Company ID Number: 316938

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Dana F. Cole & Company, LLP** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 316938

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

Employer Dana F. Cole & Company, LLP

Thomas Obrist

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/05/2010

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/05/2010

Date

QUOTE FORM D (SUBMIT IN SEPARATE ENVELOPE)

RFQu 23-007

Cost of Services for the City of Raymore

First Year: \$33,000

Second Year: \$34,000

Third Year: \$35,000

Cost of Services for a Single Audit (if necessary)

First Year: \$5,000

Second Year: \$5,000

Third Year: \$5,000

Cost of Services for each of the **Incentive** Districts

First Year: \$4,000

Second Year: \$4,250

Third Year: \$4,500

Cost of Services for the preparation of Form 990 for the Raymore Community

First Year: \$700

Second Year: \$800

Third Year: \$900

BID
OF: Dana F. Cole & Company, LLP

(Firm Name)

DATE: August 15, 2023

Please submit 'Quote Form D' in a separate sealed envelope labeled:

Form D - Quote
RFQu: 23-007
Auditing Services
Firm Name



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: September 11, 2023

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 checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3847: Non-Exclusive ROW License Agreement with Google Missouri, LLC

STRATEGIC PLAN GOAL/STRATEGY

3.1.2 Focus development strategies on opportunities that align with comm. standards

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
N/A	N/A

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Exhibit "A" Nonexclusive ROW Agreement

REVIEWED BY:

Jim Feueborn

BACKGROUND / JUSTIFICATION

Bill 3847 seeks authority to execute a Nonexclusive Public Right-of-Way License Agreement with Google Fiber Missouri, LLC, allowing for the utilization of city right-of-way by Google for operation and maintenance of their fiber optic network. Google Fiber Missouri, LLC has operated its fiber optic network under the state video services franchise but desires to expand its network, and subsequent use of the right-of-way to include communication services such as broadband internet access service and voice over internet protocol services. This expanded network usage would exclude multichannel video programming services that would be otherwise subject to the video services franchise and telecommunications services. Given the change in usage, the City and Google Fiber Missouri, LLC have negotiated the terms of an agreement whereby Google Fiber Missouri, LLC would be allowed to install and operate its current network, along with its expansion into broadband internet access and voice over internet protocol services, within the public right-of-way in exchange for payment of a license fee totaling one percent (1%) of quarterly gross revenues of Google Fiber Missouri, LLC.

BILL 3847

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A NON-EXCLUSIVE PUBLIC RIGHT-OF-WAY LICENSE AGREEMENT WITH GOOGLE FIBER MISSOURI, LLC.”

WHEREAS, the City maintains and exercises jurisdiction over the use of public rights-of-way within its corporate boundaries; and,

WHEREAS, the City has allowed for public infrastructure including public service utilities and communications lines to be installed within the public rights-of-way within its corporate boundaries; and,

WHEREAS, Google Fiber Missouri, LLC owns, operates, and controls a fiber optic infrastructure network within city owned right-of-way; and,

WHEREAS, the fiber optic infrastructure includes above and underground fiber optic cables lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities; and,

WHEREAS, Google Fiber Missouri, LLC has operated its fiber optic infrastructure under the state video services franchise but desires to expand its network and subsequent use of the right-of-way to include communication services such as broadband internet access service and voice over internet protocol services; and,

WHEREAS, the expanded network usage would exclude multichannel video programming services that would be otherwise subject to the video services franchise and telecommunications services; and,

WHEREAS, the City and Google Fiber Missouri, LLC have negotiated the terms of an agreement whereby Google Fiber Missouri, LLC would be allowed to install and operate its current network along with its expansion into broadband internet access and voice over internet protocol services within the public right-of-way in exchange for payment of a license fee totaling one percent (1%) of quarterly gross revenues of Google Fiber Missouri, LLC.

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

Section 1. The City Manager is hereby directed to enter into a Non-Exclusive Public Right-of-Way License Agreement with Google Fiber Missouri, LLC for nonexclusive use of the City owned and controlled right-of-way, in exchange for payment of the license fee totaling one percent (1%) of quarterly gross revenues of Google Fiber Missouri, LLC.

Section 2. The City Manager and City Clerk are hereby authorized to execute the contractual agreement attached hereto and incorporated by reference herein as Exhibit "A".

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 11TH DAY OF SEPTEMBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF SEPTEMBER, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

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NON-EXCLUSIVE PUBLIC ROW LICENSE AGREEMENT

This Non-Exclusive Public ROW License Agreement (“**Agreement**”) is entered into by and between the **City of Raymore**, a municipality existing under the laws of the State of Missouri (“**City**”), and **Google Fiber Missouri, LLC**, a Missouri limited liability company, and its direct parent, and its direct parent’s subsidiaries, successors, or assigns (“**Licensee**”).

RECITALS

- A. City has jurisdiction over the use of the public rights-of-way within the City (“**Public ROW**”).
- B. Licensee owns, maintains, operates, and controls a fiber optic infrastructure network in the Public ROW (“**Network**”).
- C. The Network consists of equipment and facilities that may include aerial or underground fiber optic cables, lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities (“**Network Facilities**”).
- D. Prior to the Effective Date (as defined herein), Licensee operated the Network pursuant to an appropriate state or local video services franchise. Licensee may desire to, and City may desire to license Licensee to, continue to use and occupy Public ROW in order to install, operate, and maintain its Network for the purposes of offering certain communications services (“**Services**”), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) (“**Broadband Internet Services**”) and Voice over Internet Protocol services, but excluding multichannel video programming services that would be subject to a video services franchise and telecommunications services as defined in 47 C.F.R. § 153(53), to residents and businesses in City (“**Customers**”).

AGREEMENT

In consideration of the mutual promises made below, City and Licensee agree as follows:

1. Permission to Use and Occupy.

- 1.1. Permission to Use and Occupy Public ROW. Upon the License Commencement Date, City grants Licensee permission to use and occupy the Public ROW (the “**License**”) for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the Network and the related Network Facilities (the “**Work**”). This Agreement and the License do not authorize Licensee to use any property other than the Public ROW as agreed herein. Licensee’s use of any other City property, including poles and conduits, will be governed under a separate Agreement regarding that use.
- 1.2. License Commencement Date. The License will be effective upon the later of the date on which (a) (i) Licensee has discontinued provision of facilities-based linear video services to Customers, (ii) Licensee has taken all actions necessary under its state or local video services franchise to terminate such franchise and such franchise has



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terminated, and (iii) Licensee has notified the City of (i) and (ii); or (b) the Effective Date ("**License Commencement Date**").

- 1.3. Subject to State and Local Law. This Agreement and the License are subject to City's valid authority under state and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement.
- 1.4. Subject to City's Right to Use Public ROW. This Agreement and the License are subject and subordinate to City's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.
- 1.5. Subject to Pre-Existing Property Interests. City's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Licensee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.
- 1.6. No Grant of Property Interest. The License does not grant or convey any property interest.
- 1.7. Non-Exclusive. The License is not exclusive. City expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a city, to use Public ROW for similar or different purposes allowed Licensee under this Agreement.

2. Licensee's Obligations.

- 2.1. Individual Permits Required. Licensee will obtain City's approval of required individual encroachment, construction, and other necessary permits before placing its Network Facilities in the Public ROW or other property of City as authorized. Licensee will pay all lawful processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by City.
- 2.2. Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense.
- 2.3. Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work. Licensee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by City.
- 2.4. Reasonable Care. Licensee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater. Licensee shall provide a point of contact to City, including the name and telephone number of said contact during any period of time that Licensee is conducting work

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within the City Public ROW on the Network Facilities. The Licensee's point of contact will be an authorized representative of Licensee with authority to direct the employees, agents, contractors, or subcontractors of Licensee as to the method and manner of work being performed within the Public ROW on the Network Facilities. Licensee's point of contact shall be available while Licensee is conducting work within the City Public ROW to ensure that any work is done in a manner consistent with reasonable care, and in such a way as to avoid causing a nuisance.

- 2.5. No Nuisance. Licensee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.
- 2.6. Repair. Licensee will promptly repair any damage to the Public ROW, City property, or private property if such damage is directly caused by Licensee's Work and no other Person is responsible for the damage (e.g., where a Person other than Licensee fails to accurately or timely locate its underground facilities as required by applicable law). Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage, but no less than the standards required pursuant to the City's Code of Ordinances. If the Licensee fails, neglects or refuses to restore the City-owned right of way or City property to at least their former condition within the time specified in applicable City ordinances, then, after providing 72 hours' notice to the Licensee, the City may do all of such work at the cost and expense of the Licensee, for which the Licensee shall reimburse the City within a reasonable amount of time after the presentation of a bill therefor by the City. The City shall grant any request by the Licensee to extend the time to restore the City-owned right of way or City property if the City determines that performance by the Licensee within the permitted time was rendered impossible because of events which were beyond reasonable control of the Licensee. Such extension shall be for the shortest period necessary to complete the restoration.
- 2.7. As-Built Drawings and Maps. Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in City and will provide them to City upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections.
- 2.8. Network Design. Nothing in this Agreement requires Licensee to build to all areas of City, and Licensee retains the discretion to determine the scope, location, and timing of the design and construction of the Network Facilities.

3. City's Obligations.

- 3.1. Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, or property of City or its residents, City may remove or relocate the applicable portions of the Network Facilities with prior notice to Licensee. City will promptly provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities. Licensee will reimburse City for its actual, reasonable, and documented costs or expenses incurred for any such work performed by City. Licensee's obligation to reimburse City under this



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Section will be separate from Licensee's obligation to pay the License Fee (as defined below).

- 3.2. Relocation to Accommodate Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with City's planned use of the Public ROW or other City property for a legitimate governmental purpose, such as the construction, installation, repair, maintenance, or operation of a new water, sewer, or storm drain line, or a public road, curb, gutter, sidewalk, park, or recreational facility, Licensee will, upon written notice from City, relocate its Network Facilities at Licensee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the City's governmental purpose and Licensee's interest in maintaining the integrity and stability of its Network. Licensee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that City may not require Licensee to relocate or remove its Network Facilities with less than sixty (60) days' notice.
- 3.3. Relocation to Accommodate Non-Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with (a) City's planned use of the Public ROW for a non-governmental (e.g., commercial) purpose, or (b) a third-party's use of the Public ROW, Licensee will not be required to relocate its Network Facilities.
- 3.4. Non-Discrimination. City will at all times treat Licensee in a non-discriminatory manner as compared to other non-incumbent holders of local or state franchise authority offering facilities-based broadband Internet access services.
- 3.5. Any agreements between City and Licensee that provide Licensee access to public infrastructure, poles, conduits, assets, and Public ROW will be available to other network operators that offer broadband Internet access services, on rates, terms, and conditions that are as favorable as those City provides Licensee for the same access (recognizing that the equivalent consideration afforded by other service providers may be different from the License Fee).
- 3.6. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost, repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by City.

4. Contractors and Subcontractors.

- 4.1. Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf.
- 4.2. Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under applicable law.
- 4.3. Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to City on Licensee's behalf, so long as the permit

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applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization provided to City in the form attached as **Exhibit A** (“**Authorized Individuals**”). City will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Licensee under this Agreement.

5. **License Fee.** Licensee will pay City a fee (“**License Fee**”) to compensate City for Licensee’s use and occupancy of Public ROW pursuant to the License. Licensee and City acknowledge and agree that the License Fee provides fair and reasonable compensation for Licensee’s use and occupancy of Public ROW and other City property as authorized. The License Fee will begin accruing on the License Commencement Date (as defined herein) and will be calculated as set forth in Section 5.1.

5.1. **License Fee.** Licensee will pay City one percent (1%) (the “**Revenue Percentage**”) of Gross Revenues for a calendar quarter, remitted within forty five (45) days of the end of each calendar quarter, commencing on the License Commencement Date. The payment will be accompanied by a report showing the basis for the computation and such other relevant facts as may be required by City to determine the accuracy of the payment.

5.1.1. As used herein, “**Gross Revenues**” means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by Licensee from Customers for Broadband Internet Services that are provided to Customers through Network Facilities located at least in part in Public ROW.

5.1.2. Gross Revenues do not include:

- (i) any revenue not actually received, even if billed, such as bad debt;
- (ii) refunds, rebates, or discounts made to Customers, or City;
- (iii) revenue received from the sale of Broadband Internet Services for resale in which the purchaser is required to collect and remit similar fees from the purchaser’s customer;
- (iv) revenue derived from the provision of Broadband Internet Services to Customers where none of the Network Facilities used to provide such Broadband Internet Services are located in Public ROW;
- (v) any forgone revenue from Licensee’s provision of Broadband Internet Services to Customers at no charge if required by state law;
- (vi) any revenue derived from advertising;
- (vii) any revenue derived from Services other than Broadband Internet Services, including without limitation, any revenue derived from rental of modems or other equipment used to provide or facilitate the provision of the Broadband Internet Services;



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- (viii) any revenue derived from referral or marketing agreements with third party providers of online services which Licensee may make available to Customers;
 - (ix) any tax of general applicability imposed upon Licensee or its Customers by City or by any state, federal, or any other governmental entity, and required to be collected by Licensee and remitted to the taxing entity (including but not limited to sales and use tax, gross receipts tax, excise tax, utility users tax, public service tax, communications taxes, and fees not imposed by this Agreement);
 - (x) any forgone revenue from Licensee's provision, in Licensee's discretion, of free or reduced cost Broadband Internet Services to any Person, including without limitation employees of Licensee; provided, however, that any forgone revenue which Licensee chooses not to receive in exchange for trades, barter, services, or other items of value will be included in Gross Revenues; and
 - (xi) sales of capital assets or sales of surplus equipment.
- 5.2. Pass Through. Licensee may identify and collect, as a separate item on the regular bill of any Customer whose Broadband Internet Services are provided by Network Facilities located at least in part in Public ROW, that Customer's pro rata amount of the License Fee.
- 5.3. Interest on Late Payments. Any payments that are due and payable under this Agreement that are not received within sixty (60) days from the specified due date will be assessed interest at an annual rate equal to the prevailing commercial prime interest rate in effect upon the due date.
- 5.4. Change in Law. Notwithstanding anything to the contrary herein, in the event of a change in applicable law that (i) prohibits collection by any municipality or franchising authority of any fee, including franchise fees, from any provider of video programming or communications services, including broadband Internet services, or (ii) reduces the percentage of revenue on which the fee, including franchise fee, paid by any provider of video programming or communications services is based to a percentage that is lower than the Revenue Percentage, then Licensee will have no obligation to pay the Licensee Fee or to pay a Licensee Fee based on the Revenue Percentage, as the case may be. In the case of a reduction in the percentage of revenue on which such fees may be based, the Revenue Percentage will be commensurately reduced.

6. Defense and Indemnity.

Obligations. Licensee will defend City, its officers, elected representatives, and employees, and indemnify them against any (a) settlement amounts approved by Licensee; and (b) damages and costs finally awarded against the indemnified party by a competent tribunal in any legal proceeding filed by a third party for property damage, personal injury, or death to the extent caused by the gross negligence or willful misconduct of Licensee or its contractors arising from this Agreement ("**Third Party Legal Proceeding**").



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- 6.1 **Exclusions.** Section 6 (Defense and Indemnity) will not apply to the extent the underlying allegation (a) arises from or is related to the negligence or willful misconduct of an indemnified party while acting in their official capacity or (b) is made by City's employee while acting in their official capacity and covered under applicable workers' compensation laws.
7. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE LAW.
8. **Performance Bond.** If Licensee has not previously provided City with a performance bond under any prior agreement, Licensee will, promptly after the License Commencement Date, provide City with a performance bond in the amount of ten thousand dollars (\$10,000) naming City as obligee and guaranteeing Licensee's faithful performance of its obligations under this Agreement. The performance bond will remain in full force during the Term of this Agreement. At Licensee's election, any performance bond previously provided by Licensee to City and associated with its state or local video service franchise may be applied to its obligations, in whole or in part, under this paragraph.
9. **Insurance.**
- 9.1. Licensee will carry and maintain:
- 9.1.1. Commercial General Liability (CGL) insurance, with policy limits not less than \$2,000,000 in aggregate and \$2,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names City, its employees, and officers as additional insureds.
- 9.1.2. Workers' Compensation insurance with policy limits not less than the City's requirements.
- 9.2. All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed directly to City's insurance compliance representative upon City's written request.
- 9.3. Should the General Assembly of Missouri or the courts of the State of Missouri modify the rule of sovereign immunity by increasing the potential liability of the City beyond these amounts, upon notice from the City, the Company shall provide liability insurance which will meet or exceed those new amounts.
10. **Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and state law ("**Effective Date**"). The Agreement will expire automatically on the tenth ___ anniversary of the License



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Commencement Date (“**Original Term**”), unless earlier terminated in accordance with the provisions herein. Thereafter, the Agreement will automatically renew for successive 5-year terms (each a “**Renewal Term**”) unless a party provides at least six (6) months’ prior written notice to the other party of its intent not to renew.

11. Termination.

11.1. Termination by City. City may terminate this Agreement if Licensee is in material breach of the Agreement, provided that City must first provide Licensee written notice of the breach and ninety (90) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case Licensee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue. No termination under this paragraph will be effective until the relevant cure period has expired.

11.2. Termination by Licensee. Licensee may terminate this Agreement for convenience upon ninety (90) days written notice to City.

12. Assignment. Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party.

12.1. Notwithstanding the foregoing, Licensee may at any time, on written notice to City, assign this Agreement or any or all of its rights and obligations under this Agreement:

12.1.1. to any Affiliate (as defined below) of Licensee;

12.1.2. to any successor in interest of Licensee’s business operations in City in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or

12.1.3. to any purchaser of all or substantially all of Licensee’s Network Facilities in City if Licensee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.

12.2. Following any assignment of this Agreement to an Affiliate, Licensee will remain responsible for such Affiliate’s performance under the terms of this Agreement. For purposes of this Section, (a) “Affiliate” means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (b) “control” means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

13. City Oversight. City may examine the business records of Licensee as permitted under applicable law, during reasonable times and following no less than thirty (30) days’ prior



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written notice, and only to the extent reasonably necessary to ensure compliance with Section 5. Licensee will keep business records reflecting its Gross Revenues for at least two (2) years.

- 14. Notice.** All notices related to this Agreement will be in writing and sent, if to Licensee to the email addresses set forth below, and if to City to the address set forth in City's signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

Licensee's e-mail address for notice is googlefibernotices@google.com, with a copy to legal-notices@google.com.

- 15. General Provisions.** This Agreement is governed by the laws of the state where City is located. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Licensee may use electronic signatures.

[Signature page follows]



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Signed by authorized representatives of the parties on the dates written below.

Google Fiber Missouri, LLC

The City of Raymore

(Authorized Signature)

(Authorized Signature)

(Name)

(Name)

(Title)

(Title)

Address:
1600 Amphitheatre Parkway
Mountain View, CA 94043

Address:

Date: _____

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney



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**EXHIBIT A
FORM OF LETTER OF AUTHORIZATION**

[LICENSEE LETTERHEAD]

[Date]

Via Email ([Email Address])

Raymore

[Addressee]

[Address]

Re: [Amended] Letter of Authorization

Dear [Name],

In accordance with Section 4.3 of the Non-Exclusive Public ROW License Agreement dated [redacted] between the **City of Raymore** and **Google Fiber Missouri, LLC** (“**Google Fiber**”), Google Fiber hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to the City on behalf of Google Fiber. [If applicable: This letter amends and supersedes the Letter of Authorization dated _____.]

[Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.]

1. Name, Title
2. Name, Title
3. Name, Title (previously authorized, authorization continues)
4. Name, Title (authorization withdrawn)

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the City.

Kind regards,

[Name]

Manager, **Google Fiber Missouri, LLC**

